

Section G

Section G3.2.1(c) to be amended to read:

- "(c) notification of contract volumes shall be suspended in accordance with Section [P4.51.6](#) (and, if otherwise applicable, Section P5 shall not apply);"

Section H

Sections H3.2.2(a) and H3.2.2(b) to be amended to read:

- "(a) in relation to Energy Contract Volume Notifications (or, in the case of a Default of the type referred to in paragraph 3.1.1(a) or (b), relevant Energy Contract Volume Notifications, as defined in Section ~~P2.4.32.5.3~~):
- (i) the right to submit such Energy Contract Volume Notifications under Section P; and/or
 - (ii) the disapplication (for the purposes of Settlement) of any such Energy Contract Volume Notifications as have already been submitted at any time (except to the extent that they relate to Settlement Periods for which Gate Closure has occurred prior to the time when the Panel notifies the Parties of such disapplication);
- (b) in relation to Metered Volume Reallocation Notifications (or, in the case of a Default of the type referred to in paragraph 3.1.1(a) or (b), relevant Metered Volume Reallocation Notifications, as defined in Section ~~P3.4.33.5.3~~):
- (i) the right to submit such Metered Volume Reallocation Notifications under Section P; and/or
 - (ii) the disapplication (for the purposes of Settlement) of any such Metered Volume Reallocation Notifications as have already been submitted at any time (except to the extent that they relate to Settlement Periods for which Gate Closure has occurred prior to the time when the Panel notifies the Parties of such disapplication);"

Section M

Section M1.3.1(b) to be amended to read:

"(b) agrees that (subject to paragraph 3.2.4) the steps provided for in paragraph 3 and Sections [P2.4.2.5](#) and [P3.4.3.5](#) are to be taken notwithstanding any such error;"

Section M1.3.2(a) to be amended to read:

"(a) hereby authorises the Panel, any Panel Committee, BSCCo, the ECVAA and the SAA to take any step contemplated by paragraph 3 and Sections [P2.4.2.5](#) and [P3.4.3.5](#); and"

Section M3.3.5(e) to be amended to read:

"(e) if a Credit Default Rejection Period has commenced and credit checking for any Settlement Period (the "relevant" Settlement Period) has not been completed by the half-hour deadline, Gate Closure for the third Settlement Period after the relevant Settlement Period shall be considered (for the purposes of the Code including Sections [P2.4.2.5.2](#) and [P3.4.23.5.2](#)) not to fall within the Credit Default Rejection Period."

Section M4.2.3 to be amended to read:

"4.2.3 For a Settlement Period within the Credit Cover Error Period, ECB_{pj} shall be determined as follows:

$$ECB_{pj} = (SBP_j - SSP_j) * \sum_a \min (REJ_{aj}, QAEL_{aj}) * FLAG_{pj}$$

where:

\sum_j is summation over both Energy Accounts of the Trading Party;

REJ_{aj} (Credit Cover Error Rejection Volume) is the volume (in MWh) determined for Energy Account a of the Trading Party as the sum of:

- (i) the sum of the Energy Contract Volume Data specified in Energy Contract Volume Notifications for which the Trading Party holds the Energy (From) Account less the sum of Energy Contract Volume Data specified in Energy Contract Volume Notifications for which the Trading Party holds the Energy (To) Account,
- (ii) the aggregate of the Metered Volume Reallocation Fixed Data, and the aggregate amount determined in accordance with paragraph 4.2.5 in respect of Metered Volume Reallocation Percentage Data, which was the subject of Metered Volume Reallocation Notifications;

which (pursuant to Section [P2.4.2.5.2](#) or [P3.4.23.5.2](#)) were treated as rejected and ineffective in respect of Settlement Period j by reason of there being a Credit Default Rejection Period in respect of the Trading Party;

$FLAG_{pj}$ shall have the value 1 if the condition in paragraph 4.2.4 is satisfied and otherwise the value zero."

Section P

Sections P1 to P5 inclusive to be amended to read:

1. GENERAL

1.1 Introduction

1.1.1 This Section P sets out:

- (a) the basis on which persons may be authorised by Contract Trading Parties to notify Energy Contract Volume Data and Metered Volume Reallocation Data:
- (b) the basis on which Energy Contract Volume Data and Metered Volume Reallocation Data:
 - (i) may be notified on behalf of Contract Trading Parties [and validated in relation to a Settlement Period](#);
 - (ii) [may be matched in relation to a Settlement Period so as](#) to be taken into account in Settlement;
 - (iii) may be treated as refused or rejected in certain cases of Credit Default;
 - (iv) will be aggregated in order to be taken into account in Settlement.

1.2 Authorisations - general

1.2.1 Energy Contract Volume Data and Metered Volume Reallocation Data may only be notified by an Energy Contract Volume Notification Agent and a Metered Volume Reallocation Notification Agent respectively in accordance with the provisions of this Section P and Section J.

1.2.2 A Contract Trading Party:

- (a) shall not include in any ECVNA Authorisation or MVRNA Authorisation any qualification of or condition (other than as to the effective period) as to the authority of the relevant Energy Contract Volume Notification Agent or Metered Volume Reallocation Notification Agent;
- (b) shall for the purposes of the Code be bound by, and may not challenge or dispute under or for the purposes of the Code:
 - (i) any Energy Contract Volume Notification or Metered Volume Reallocation Notification submitted by any Energy Contract Volume Notification Agent or Metered Volume Reallocation Notification Agent; and
 - (ii) any omission or failure to submit any Energy Contract Volume Notification or Metered Volume Reallocation Notification by any Energy Contract Volume Notification Agent or Metered Volume Reallocation Notification Agent

which has been authorised by that Contract Trading Party and whose authorisation remains effective at the relevant time in accordance with this Section P.

- 1.2.3 An ECVNA Authorisation or MVRNA Authorisation authorises the submission, while it is effective, of Energy Contract Volume ~~Notification~~Notifications or (as the case may be) Metered Volume Reallocation Notifications, irrespective of the period for which any such notification is to be in force; and accordingly such a notification will be and remain in force notwithstanding that the corresponding authorisation may cease to be effective.
- 1.2.4 Energy Contract Volume Notifications and Metered Volume Reallocation Notifications shall not be taken into account in Settlement with respect to any Settlement Period for which Gate Closure is before the time at which such notification is received (in accordance with Section O) by the Energy Contract Volume Aggregation Agent but subject to paragraphs 2.3.10, 3.3.10 and 5.
- 1.2.5 In respect of clock change days for which Energy Contract Volume Notifications or Metered Volume Reallocation Notifications are submitted which do not take account of the clock change, the Energy Contract Volume Aggregation Agent will apply defaulting rules such as to ignore values submitted in respect of the third and fourth Settlement Periods of that Settlement Day (for a short clock change day) and to repeat values submitted in respect of the third and fourth Settlement Periods of that Settlement Day (for a long clock change day), or such other or supplementary defaulting rules as may be approved from time to time by the Panel and notified by BSCCo to Trading Parties and the Transmission Company.

1.3 Further provisions

- 1.3.1 An ECVNA Authorisation or MVRNA Authorisation shall be effective for the period commencing on the later of:
- (a) the effective date specified in such authorisation, and
 - (b) the day following that on which the ECVAA gives notice of confirmation thereof pursuant to this Section P;

and ending on the last day, if specified, of its effectiveness, or otherwise continuing until such authorisation is terminated.

~~1.3.2-1.3.2~~ Unless ~~invalid (pursuant to paragraph 2.3.4 or 3.3.4) or it is~~ treated as refused (pursuant to paragraph ~~2.4.12.5.1~~ or ~~3.4.13.5.1~~); an Energy Contract Volume Notification or Metered Volume Reallocation Notification shall be in force (subject to paragraphs ~~2.4.21.2.4, 2.5.2~~ and ~~3.4.23.5.2~~) in relation to each Settlement Period for which it is valid (pursuant to paragraph 2.3.4 or 3.3.4) within the period commencing ~~with the first Settlement Period~~ on the effective date specified in such notification ~~pursuant to paragraph 2.3.2(a)(iii) or 3.1.2(b)(vi), or (if later) the first Settlement Period with respect to which it is to be taken into account in accordance with paragraph 1.2.4,~~ and ending ~~withon~~ withon the last ~~Settlement Period of the last Settlement Day~~ day, if specified, on which it is to be in force, or otherwise continuing until and unless replaced pursuant to paragraph 2.3.5(a) or 3.3.5(a).

~~1.3.3-1.3.3~~ For the avoidance of doubt, the information that an Energy Contract Volume Notification or Metered Volume Reallocation ~~Notification~~Notification is not valid, in relation to a Settlement Period or is (pursuant to paragraph ~~2.3.7(e)2.5.1~~ or ~~3.3.7(e)3.5.1~~) treated as refused, may be given to the Relevant Contract Parties (pursuant to Section V) after the

effective date specified in such notification, but without prejudice to paragraphs 2.3.10 and 3.3.10.

~~1.3.4~~1.3.4 Energy Contract Volume Data may have a positive or a negative value.

1.3.5 In relation to any ECVNA Authorisation or Energy Contract Volume Notification:

- (a) subject to paragraph 1.4, the "**Relevant Contract Parties**" are the two Contract Trading Parties by whom ~~an~~the two Energy Contract Volume Notification ~~Agent~~Agents ~~is~~are to be appointed or (as the case may be) on whose behalf Energy Contract Volumes are notified;
- (b) the "**Energy (To) Account**" is the Energy Account (of one Relevant Contract Party) to which Energy Contract Volume(s) are to be credited;
- (c) the "**Energy (From) Account**" is the Energy Account (of the other Relevant Contract Party) from which Energy Contract Volume(s) are to be debited;

and accordingly where the Energy Contract Volume Data is positive an Energy Contract Volume Notification has the effect of transferring the relevant Energy Contract Volume from the Energy (From) Account of one Relevant Contract Party to the Energy (To) Account of the other Relevant Contract Party.

1.4 Single Relevant Contract Party

1.4.1 An ECVNA Authorisation and ~~an~~ Energy Contract Volume ~~Notification~~Notifications may be submitted on behalf of a single Trading Party in the capacity of both Relevant Contract Parties, who may (by such a notification) transfer Energy Contract Volume(s) from one of its Energy Accounts to the other.

~~1.4.2~~1.4.2 Any provisions of the Code which refer to both, or two, Relevant Contract Parties, or to either Relevant Contract Party, or which otherwise imply that there must be two Relevant Contract Parties, shall be construed so as to give effect to this paragraph 1.4.

1.5 Single Energy Contract Notification Agent or Single Metered Volume Reallocation Notification Agent

1.5.1 Where the same person is appointed as an Energy Contract Volume Notification Agent by each of the Relevant Contract Parties by an ECVNA Authorisation, the Energy Contract Volume Notification Agent so appointed shall submit Energy Contract Volume Notifications on behalf of each of the Relevant Contract Parties.

1.5.2 Where the same person is appointed as a Metered Volume Reallocation Notification Agent by each of the Lead Party and the Subsidiary Party by an MVRNA Authorisation, the Metered Volume Reallocation Notification Agent so appointed shall submit Metered Volume Reallocation Notifications on behalf of each of the Lead Party and the Subsidiary Party.

1.5.3 Any provisions of the Code which refer to both, or two, Energy Contract Volume Notification Agents or both, or two Metered Volume Reallocation Notification Agents, or to either Energy Contract Volume Notification Agent or either Metered Volume Reallocation Notification Agent, or which otherwise imply that there must be two Energy Contract Volume Notification Agents or two Metered Volume Reallocation Notification Agents, shall be construed so as to give effect to this paragraph 1.5.

1.51.6 Suspension of contract volume notification

4.5.1.6.1 Where, for the purposes of any Contingency Provisions, the notification of contract volumes is to be suspended in relation to any Settlement Period:

- (a) no Energy Contract Volume Notification shall be taken into account in Settlement as to any Energy Contract Volume Data which relates to that Settlement Period, and accordingly the Account Bilateral Contract Volume shall be zero for all Energy Accounts;
- (b) no Metered Volume Reallocation Notification shall be taken into account in Settlement as to any Metered Volume Reallocation Data which relates to that Settlement Period, and accordingly the Metered Volume Fixed Reallocation and the Metered Volume Percentage Reallocation shall be zero for all BM Units and Subsidiary Energy Accounts;
- (c) subject to any other provision of the Code relating to Level 2 Credit Default, when (in accordance with the relevant Contingency Provisions) the notification of contract volumes ceases to be suspended, the provisions of this Section P shall apply by reference to all Volume Notifications then in force.

2. ENERGY CONTRACT VOLUMES

2.1 Submission of ECVNA Authorisation

2.1.1 ~~A person may be appointed as~~ Energy Contract Volume Notification ~~Agent~~Agents may be appointed by an ECVNA Authorisation, given by the Relevant Contract Parties by whom such ~~person~~persons ~~is~~are to be appointed, and submitted to the Energy Contract Volume Aggregation Agent.

2.1.2 An ECVNA Authorisation:

- (a) shall be made under the authority of both Relevant Contract Parties;
- (b) shall specify:
 - (i) the relevant Energy Contract Volume Notification ~~Agent~~Agents,
 - (ii) the ~~two~~ Relevant Contract Parties,
 - (iii) the Energy (From) Account,
 - (iv) the Energy (To) Account, and
 - ~~(v)~~ (vi) the first day on which it is intended to be effective;
- (c) shall be made in accordance with and subject to BSCP 71; and
- (d) may specify the last day on which it is to be effective (failing which it is to be effective until otherwise terminated in accordance with paragraph 2.2).

2.1.3 An ECVNA Authorisation shall be valid if and only if it is made in accordance with BSCP 71 and the following conditions are met:

- (a) each Relevant Contract Party is a Contract Trading Party;

- (b) ~~the~~each Energy Contract Volume Notification Agent has qualified in accordance with Section J5.3;
- (c) the Energy (From) Account is either the Production Energy Account or the Consumption Energy Account of one of the Relevant Contract Parties;
- (d) the Energy (To) Account is either the Production Energy Account or the Consumption Energy Account of the other Relevant Contract Party.

2.1.4 The Energy Contract Volume Aggregation Agent shall, in accordance with BSCP 71:

- (a) validate (as to compliance with the requirements in paragraph 2.1.3) each ECVNA Authorisation submitted to it pursuant to this paragraph 2.1; and
- (b) on the basis of such validation, confirm or reject, by notice to the Contract Trading Parties and each of the Energy Contract Volume Notification ~~Agent~~Agents, such ECVNA Authorisation.

2.2 Termination of ECVNA Authorisation

2.2.1 An ECVNA Authorisation (if validated pursuant to paragraph 2.1) shall be and remain effective until and only until:

- (a) a valid notice of termination is received and validated pursuant to paragraph 2.2.2, or
- (b) the end of the last day of its effectiveness (if specified pursuant to paragraph 2.1.2(d)), or
- (c) either Relevant Contract Party ceases to be a Contract Trading Party, or
- (d) it is replaced by a further ECVNA Authorisation in accordance with paragraph 2.2.3

whichever is the earliest.

2.2.2 An ECVNA Authorisation may be terminated by notice, given in accordance with BSCP 71, by either of the Relevant Contract Parties or either of the Energy Contract Volume Notification ~~Agent~~Agents to (and effective when received by) the Energy Contract Volume Aggregation Agent, which notice shall specify:

- (a) the Energy Contract Volume Notification ~~Agent~~Agents,
- (b) the Energy (To) Account, and
- (c) the Energy (From) Account.

2.2.3 If at any time:

- (a) an ECVNA Authorisation (the "**first**" such authorisation) is and remains effective, and
- (b) a further ECVNA Authorisation, for which the Relevant Contract Parties, Energy (To) Account, Energy (From) Account, and (subject to paragraph 2.2.5) Energy Contract Volume Notification ~~Agent~~Agents are the same as those for the first, is submitted to the ECVAA and is valid

then the further ECVNA Authorisation shall, upon and with effect from its becoming effective, replace the first ECVNA Authorisation which shall then cease to be effective.

2.2.4 Where at any time an ECVNA Authorisation ceases to be effective, the Energy Contract Volume Aggregation Agent shall issue a notification to that effect to the Relevant Contract Parties and the Energy Contract Volume Notification [AgentAgents](#) in accordance with BSCP 71.

2.2.5 Where an ECVNA Authorisation (the "**successor**" such authorisation) is submitted which:

- (a) satisfies the requirements in paragraph 2.2.3(b), except that it specifies a different Energy Contract Volume Notification Agent [for either of the Relevant Contract Parties](#) from that for the first authorisation (referred to in paragraph 2.2.3(a)), and
- (b) states that it is to replace the first authorisation

then the successor ECVNA Authorisation shall, upon and with effect from its becoming effective, replace the first ECVNA Authorisation which shall then cease to be effective, and the Energy Contract Volume Notification [AgentAgents](#) under the successor ECVNA Authorisation shall be considered to be the same as that under the first for the purposes of paragraph 2.3.5.

2.3 Energy Contract Volume Notifications

2.3.1 Energy Contract Volume Data may be notified by way of [an](#) Energy Contract Volume Notification submitted by an Energy Contract Volume Notification Agent.

2.3.2 An Energy Contract Volume Notification:

- (a) shall specify:
 - (i) the ~~Energy (From) Account and the Energy (To) Account (but may do so by specifying the~~ ECVNA Authorisation under which it is given [\(thereby identifying the Energy \(From\) Account and the Energy \(To\) Account\)](#),
 - (ii) the Energy Contract Volume Notification Agent,
 - (iii) the first Settlement Day on which it is intended to be effective,
 - (iv) the Settlement Period(s) to which it relates, and
 - (v) for each such Settlement Period, a quantity of Active Energy (expressed in MWh);
- (b) shall be submitted in accordance with and subject to BSCP 01; and
- (c) may specify:
 - (i) that it is to replace, in accordance with paragraph 2.3.5, a previous Energy Contract Volume Notification specified in such notification;

- (ii) the last Settlement Day on which it is to be in force (failing which it is to be in force until and unless replaced in accordance with paragraph 2.3.5(a)).
- 2.3.3 Where an Energy Contract Volume Notification is to be in force for more than one Settlement Day, the Energy Contract Volume Data for a given Settlement Period (considered as a period in any day) shall be the same for that period in each Settlement Day for which it is in force.
- 2.3.4 An Energy Contract Volume Notification shall be valid in relation to a Settlement Period (but without prejudice to paragraph 1.2.4) if and only if it is made in accordance with BSCP 01 and:
- (a) there is an effective ECVNA Authorisation with respect to the Energy (From) Account, Energy (To) Account, and the Energy Contract Volume Notification Agent submitting the Energy Contract Volume Notification;
 - (b) the Energy Contract Volume Notification is submitted within the period of effectiveness of such ECVNA Authorisation; and
 - (c) each Energy Contract Volume for the Settlement Period is a number in MWh, positive or negative, with no more than three digits after the decimal point, and between -99,999.999 and 99,999.999.
- 2.3.5 Where a valid Energy Contract Volume Notification (the "**second**" such notification) is submitted for a Settlement Period for which the relevant Energy Contract Volume Notification Agent, Energy (From) Account and Energy (To) Account are the same as those for a prior Energy Contract Volume Notification (the "**first**" such notification) ~~then~~for such Settlement Period which remains in force:
- (a) if the second notification specifies (pursuant to paragraph 2.3.2(c)(i)) that it is to replace the first notification, and either
 - ~~(i)~~ (i) the first Settlement Day on which the second notification is intended to be effective (specified pursuant to paragraph 2.3.2(a)(iii)) is the same as or prior to the last Settlement Day on which the first notification is intended to be effective (specified pursuant to paragraph 2.3.2(c)(ii)); or
 - ~~(ii)~~ (ii) no such last Settlement Day is specified in relation to the first notification; then

if the second notification specifies (pursuant to paragraph 2.3.2(c)(i)) that it is to replace the first notification for that Settlement Period, the first notification shall cease to ~~be in force with~~have effect ~~from~~for (and shall not be in force for) the ~~first~~ Settlement Period for which the second notification is in force in accordance with paragraph 1.3.2;
 - (b) otherwise, the second notification shall be additional to the first and the first shall (subject to any other provision of this Section P) remain in force.
- 2.3.6 An Energy Contract Volume Notification may not be amended or varied other than pursuant to paragraph 2.3.5.
- 2.3.7 The Energy Contract Volume Aggregation Agent shall:

- (a) validate in relation to each Settlement Period (as to compliance with the requirements in paragraph ~~2.3.22.3.4~~ each~~the~~ Energy Contract Volume Notification submitted to it pursuant to this paragraph ~~2.3;2.3, and~~
 - (b) determine whether such Energy Contract Volume Notification is to be treated as refused in accordance with paragraph ~~2.4.1.2.5.1, and~~
 - (c) match validated Settlement Periods where the requirements of paragraph 2.4.2 are satisfied.
- 2.3.8 The ECVAA will inform the Relevant Contract Parties and the relevant Energy Contract Volume Notification Agent if it does not validate ~~thea Settlement Period in a~~ Energy Contract Volume Notification ~~submitted to it pursuant to this paragraph 2.3.~~
- 2.3.9 If:
- (a) an Energy Contract Volume Notification Agent submits an Energy Contract Volume Notification (the "**original**" such notification) which is not valid for a Settlement Period as provided in paragraph 2.3.4, and
 - (b) the ECVAA does not so inform the relevant Energy Contract Volume Notification Agent pursuant to paragraph 2.3.8 within 20 minutes after the Energy Contract Volume Notification was received,
- then paragraph 2.3.10 shall apply.
- 2.3.10 In the circumstances in paragraph 2.3.9:
- (a) the Energy Contract Volume Notification for the invalid Settlement Period may be:
 - (i) amended but only so as to correct those matters which gave rise to ~~the~~ invalidity of the Settlement Period as provided in paragraph 2.3.4, and
 - (ii) resubmitted (as so amended) by that Energy Contract Volume Notification Agent at any time not later than the end of the Business Day next following:
 - (1) the day on which the ECVAA did inform the Energy Contract Volume Notification Agent pursuant to paragraph 2.3.8, or
 - (2) in the absence of the ECVAA so informing the Energy Contract Volume Notification Agent, Gate Closure for the first Settlement Period ~~for which the Energy Contract Volume Notification would (if valid, and consistent with paragraph 1.2.4 where applicable) have been taken into account in Settlement;~~
 - (b) the resubmitted Energy Contract Volume Notification for the invalid Settlement Period:
 - (i) shall be deemed (for the purposes of the Code) to have been received at the time at which the original such notification was received; and

- (ii) if valid in accordance with paragraph 2.3.4, shall, notwithstanding it may be submitted after Gate Closure for any such Settlement Period, be in force and (subject to paragraph 2.42.5) effective for the Settlement PeriodsPeriod for which the original Energy Contract Volume Notification would (consistent with paragraph 1.2.4) have been in force.

2.4 Matching

2.4.1 For the purposes of this paragraph 2.4:

(a) in relation to an ECVN Authorisation the "corresponding" Energy Contract Volume Notification is the Energy Contract Volume Notification submitted by the other Energy Contract Volume Notification Agent.

(b) a "matched" Settlement Period is a Settlement Period in relation to which the requirements of paragraph 2.4.2 are satisfied.

2.4.2 In relation to an Energy Contract Volume Notification, a Settlement Period shall be matched if, and only if:

(a) the Energy Contract Volume Notification is valid in relation to the Settlement Period;

(b) the corresponding Energy Contract Volume Notification is valid in relation to the same Settlement Period, and

(c) the quantity of Active Energy (expressed in MWh) for the Settlement Period specified in the Energy Contract Volume Notification and the corresponding Energy Contract Volume Notification is the same.

2.4.3 Where Energy Contract Volume Notifications are submitted by the same person in respect of both the Relevant Contract Parties which are valid for a Settlement Period, the Settlement Period shall be deemed to be matched.

2.4.4 Where an Energy Contract Volume Notification (the "later" notification) is submitted in respect of a matched Settlement Period, the later notification will only be effective:

(a) where the later notification is valid for the matched Settlement Period,

(b) a corresponding Energy Contract Volume Notification ("corresponding later" notification) is made and which is valid for the same matched Settlement Period, and

(c) both the later notification and the corresponding later notification are expressed to replace or (as the case may be) to be in addition to the prevailing notifications in respect of the matched Settlement Period.

2.4.5 An Energy Contract Volume Notification may only amend a matched Settlement Period pursuant to paragraph 2.4.4.

2.5 Refusal and rejection for credit reasons

2.4.12.5.1 Where either of the Relevant Contract Parties is in Level 2 Credit Default in accordance with Section M3, a relevant Energy Contract Volume Notification (~~whether or not valid in accordance with paragraph 2.3.4~~) which is submitted during the Credit Default Refusal

Period will be treated as refused and will not become effective in respect of any Settlement Period to which it relates.

2.4.22.5.2 Where:

- (a) a relevant Energy Contract Volume Notification ~~has been validated in accordance with paragraph 2.3.7(a) and remains~~ is in force, and
- (b) either of the Relevant Contract Parties is in Level 2 Credit Default in accordance with Section M3

such Energy Contract Volume Notification will be treated as rejected, and will have no effect, as to Energy Contract Volume Data which relate to Settlement Periods/Period(s) for which Gate Closure falls within the Credit Default Rejection Period.

2.4.32.5.3 For the purposes of this paragraph 2.4.2.5 a relevant Energy Contract Volume Notification, is one which, if in force, and not treated as rejected in relation to a Settlement Period for which it is valid, would not have the effect of decreasing the Energy Indebtedness (in accordance with Section M1.2) of the Party in Level 2 Credit Default.

2.52.6 Energy Contract Volume

2.5.12.6.1 For each Settlement Day or (pursuant to paragraph 1.2.4 or 2.4.22.5.2) part thereof for which an Energy Contract Volume Notification is in force and not treated as rejected pursuant to paragraph 2.4.2.5.2, for each matched Settlement Period specified in that Energy Contract Volume Notification, the Energy Contract Volume ECQ_{zabj} shall be the Energy Contract Volume Data specified (for that matched Settlement Period) in the Energy Contract Volume Notification.

2.5.22.6.2 Wherever the term ECQ_{zabj} (or the term 'ECQ' with first and fourth subscripts 'z' and 'j' and second and third subscripts representing Energy Accounts) is used in the Code, the second subscript represents the Energy (From) Account and the third subscript represents the Energy (To) Account, so that (in this example) the term ECQ_{zabj} means an Energy Contract Volume pursuant to an Energy Contract Volume Notification for which Energy Account 'a' is the Energy (From) Account and Energy Account 'b' is the Energy (To) Account.

3. METERED VOLUME REALLOCATIONS

3.1 Submission of MVRNA Authorisation

3.1.1 ~~A person may be appointed as~~ Metered Volume Reallocation Notification Agent/Agents may be appointed by a MVRNA Authorisation, given by the Lead Party (for the BM Unit to which it relates) and the Subsidiary Party by whom such ~~person/persons~~ is/are to be appointed, and submitted to the ECVAA.

3.1.2 A MVRNA Authorisation:

- (a) shall be made under the authority of both the Lead Party and the Subsidiary Party;
- (b) shall specify:
 - (i) the relevant Metered Volume Reallocation Notification Agent/Agents,
 - (ii) the BM Unit to which it relates,

- (iii) the Lead Party,
 - (iv) the Subsidiary Party,
 - (v) the Subsidiary Energy Account,
 - (vi) the first day on which it is intended to be effective;
- (c) shall be made in accordance with and subject to BSCP 71; and
- (d) may specify the last day on which it is to be effective (failing which it is to be effective until otherwise terminated in accordance with paragraph 3.2).
- 3.1.3 A MVRNA Authorisation shall be valid if and only if it is made in accordance with BSCP 71 and the following conditions are met:
- (a) the person specified as Lead Party is registered as the Lead Party in respect of the BM Unit;
 - (b) the Subsidiary Party is a Contract Trading Party;
 - (c) ~~the~~each Metered Volume Reallocation Notification Agent has qualified in accordance with Section J5.3,
 - (d) the Subsidiary Energy Account is:
 - (i) where the BM Unit is a Production BM Unit, the Production Energy Account,
 - (ii) where the BM Unit is a Consumption BM Unit, the Consumption Energy Account

of the Subsidiary Party.

- 3.1.4 The Energy Contract Volume Aggregation Agent shall, in accordance with BSCP 71:
- (a) validate (as to compliance with the requirements in paragraph 3.1.3) each MVRNA Authorisation submitted to it pursuant to this paragraph 3.1; and
 - (b) on the basis of such validation, confirm or reject, by notice to the Lead Party and Subsidiary Party and each of the Metered Volume Reallocation Notification ~~Agent~~Agents, such MVRNA Authorisation.

3.2 Termination of MVRNA Authorisation

- 3.2.1 A MVRNA Authorisation (if validated pursuant to paragraph 3.1) shall be and remain effective until and only until:
- (a) a valid notice of termination is received and validated pursuant to paragraph 3.2.2, or
 - (b) the end of the last day of its effectiveness (if specified pursuant to paragraph 3.1.2(d)), or
 - (c) the Lead Party ceases to be registered as Lead Party of the BM Unit, or
 - (d) the Subsidiary Party ceases to be a Contract Trading Party, or

- (e) if:
 - (i) the Subsidiary Energy Account is a Consumption Energy Account, the BM Unit becomes a Production BM Unit, or
 - (ii) the Subsidiary Energy Account is a Production Energy Account, the BM Unit becomes a Consumption BM Unit, or
- (f) it is replaced by a further MVRNA Authorisation in accordance with paragraph 3.2.4

(and in the cases in paragraphs (c), (d) and (e), until the relevant information has been provided to and validated by the ECVAA) whichever is the earliest.

3.2.2 A MVRNA Authorisation may be terminated by notice, given in accordance with BSCP 71, by any one of the Lead Party, Subsidiary Party or either of the Metered Volume Reallocation Notification AgentAgents to (and effective when received by) the Energy Contract Volume Aggregation Agent, which notice shall specify:

- (a) the Metered Volume Reallocation Notification AgentAgents,
- (b) the Lead Party,
- (c) the Subsidiary Party,
- (d) the Subsidiary Energy Account, and
- (e) the BM Unit.

3.2.3 If at any time:

- (a) a MVRNA Authorisation (the "**first**" such authorisation) is and remains effective, and
- (b) a further MVRNA Authorisation, for which the Lead Party and BM Unit, the Subsidiary Party, Subsidiary Energy Account, and (subject to paragraph 3.2.5) Metered Volume Reallocation Notification AgentAgents are the same as those for the first, is submitted to the ECVAA and is valid

then the further MVRNA Authorisation shall, upon and with effect from its becoming effective, replace the first MVRNA Authorisation which shall then cease to be effective.

3.2.4 Where at any time a MVRNA Authorisation ceases to be effective, the Energy Contract Volume Aggregation Agent shall issue a notification to that effect to the Lead Party, Subsidiary Party and Metered Volume Reallocation Notification AgentAgents in accordance with BSCP 71.

3.2.5 Where an MVRNA Authorisation (the "**successor**" such authorisation) is submitted which:

- (a) satisfies the requirements in paragraph 2.2.33.2.3(b), except that it specifies a different Metered Volume Reallocation Notification Agent for either the Lead Party or the Subsidiary Party from that for the first authorisation (referred to in paragraph 2.2.33.2.3(a)), and
- (b) states that it is to replace the first authorisation

then the successor MVRNA Authorisation shall, upon and with effect from its becoming effective, replace the first MVRNA Authorisation which shall then cease to be effective, and the Metered Volume Reallocation Notification AgentAgents under the successor MVRNA Authorisation shall be considered to be the same as that under the first for the purposes of paragraph 3.3.5.

3.3 Metered Volume Reallocation Notifications

3.3.1 Metered Volume Reallocation Data may be notified by way of Metered Volume Reallocation Notification submitted by a Metered Volume Reallocation Notification Agent.

3.3.2 A Metered Volume Reallocation Notification:

- (a) shall specify:
 - (i) the MVRNA Authorisation under which it is given (thereby identifying the Subsidiary Energy Account to which it relates);
 - (ii) _____ BM Unit to which it relates,
 - (iii) the Lead and Subsidiary Parties,
 - (iv) the Metered Volume Reallocation Notification Agent,
 - (v) the first Settlement Day on which it is intended to be effective,
 - (vi) the Settlement Period(s) to which it relates, and
 - (vii) for each such Settlement Period, a quantity of Active Energy and a percentage (either of which may be zero) in accordance with paragraph 3.5.1;
- (b) shall be submitted in accordance with and subject to BSCP 01; and
- (c) may specify:
 - (i) that it is to replace, in accordance with paragraph 3.3.5, a previous Metered Volume Reallocation Notification specified in such notification;
 - (ii) the last Settlement Day on which it is to be in force (failing which it is to be in force until and unless replaced in accordance with paragraph 3.3.5(a)).

3.3.3 Where a Metered Volume Reallocation Notification is to be in force for more than one Settlement Day, the Metered Volume Reallocation Data for a given Settlement Period (considered as a period in any day) shall be the same for that period in each Settlement Day for which it is in force.

3.3.4 A Metered Volume Reallocation Notification shall be valid in relation to a Settlement Period (but without prejudice to paragraph 1.2.4) if and only if it is made in accordance with BSCP 01 and:

- (a) there is an effective MVRNA Authorisation with respect to the BM Unit, Subsidiary Energy Account, and Metered Volume Reallocation Notification Agent submitting the Metered Volume Reallocation Notification;

- (b) the Metered Volume Reallocation Notification is submitted within the period of effectiveness of such MVRNA Authorisation; and
- (c) the Metered Volume Reallocation Data complies with the requirements of subsection 3.5.3.6.

3.3.5 Where a valid Metered Volume Reallocation Notification (the "second" such notification) is submitted for a Settlement Period for which the relevant Metered Volume Reallocation Notification Agent, BM Unit and Subsidiary Energy Account are the same as those for a prior Metered Volume Reallocation Notification (the "first" such notification) ~~then~~ for such Settlement Period which remains in force:

~~(a)~~ (a) if the second notification specifies (pursuant to paragraph 3.3.2(c)(i)) that it is to replace the first notification, and either

~~(i)~~ (i) the first Settlement Day on which the second notification is intended to be effective (specified pursuant to paragraph 3.3.2(a)~~(iviii)~~) is the same as or prior to the last Settlement Day on which the first notification is intended to be effective (specified pursuant to paragraph 3.3.2(c)(ii)); or

~~(ii)~~ (ii) no such last Settlement Day is specified in relation to the first notification; then

if the second notification specifies (pursuant to paragraph 3.3.2(c)(i)) that it is to replace the first notification for that Settlement Period, the first notification shall cease to ~~be in force with~~have effect ~~from~~for (and shall not be in force for) the ~~first~~ Settlement Period for which the second notification is in force in accordance with paragraph 1.3.2;

~~(b)~~ (b) otherwise, the second notification shall be additional to the first and the first shall (subject to any other provision of this Section P) remain in force.

3.3.6 A Metered Volume Reallocation Notification may not be amended or varied other than pursuant to paragraph 3.3.5.

3.3.7 The Energy Contract Volume Aggregation Agent shall:

(a) validate in relation to each Settlement Period (as to compliance with the requirements in paragraph 3.3.4) each Metered Volume Reallocation Notification submitted to it pursuant to this paragraph 3.3; ~~and~~

(b) determine whether such Metered Volume Reallocation Notification is to be treated as refused in accordance with paragraph ~~3.4.1.3.5.1~~; and

(c) match validated Settlement Periods where the requirements of paragraph 3.4.2 are satisfied.

3.3.8 The ECVAAs will inform the Lead and Subsidiary Parties and the relevant Metered Volume Reallocation Notification Agent if it does not validate ~~the~~ Settlement Period in a Metered Volume Reallocation Notification- submitted to it pursuant to this paragraph 3.3.

3.3.9 If:

- (a) a Metered Volume Reallocation Notification Agent submits a Metered Volume Reallocation Notification (the "**original**" such notification) which is not valid for a Settlement Period as provided in paragraph 3.3.4, and
- (b) the ECVAA does not so inform the relevant Metered Volume Reallocation Notification Agent pursuant to paragraph 3.3.8 within 20 minutes after the Metered Volume Reallocation Notification was received,

then paragraph 3.3.10 shall apply.

3.3.10 In the circumstances in paragraph 3.3.9:

- (a) the Metered Volume Reallocation Notification for the invalid Settlement Period may be:
 - (i) amended but only so as to correct those matters which gave rise to ~~the~~ invalidity of the Settlement Period as provided in paragraph 3.3.4, and
 - (ii) resubmitted (as so amended) by that Metered Volume Reallocation Notification Agent at any time not later than the end of the Business Day next following:
 - (1) the day on which the ECVAA did inform the Metered Volume Reallocation Notification Agent pursuant to paragraph 3.3.8, or
 - (2) in the absence of the ECVAA so informing the Metered Volume Reallocation Notification Agent, Gate Closure for the ~~first~~ Settlement Period for which the Metered Volume Reallocation Notification would (if valid, and consistent with paragraph 1.2.4 where applicable) have been taken into account in Settlement;
- (b) the resubmitted Metered Volume Reallocation Notification for the invalid Settlement Period:
 - (i) shall be deemed (for the purposes of the Code) to have been received at the time at which the original such notification was received; and
 - (ii) if valid in accordance with paragraph ~~3.3.4~~ 3.3.4, shall, notwithstanding it may be submitted after Gate Closure for any such Settlement Period, be in force and (subject to paragraph ~~3.43.5~~ 3.43.5) effective for ~~the~~ Settlement Periods Period for which the original Metered Volume Reallocation Notification would (consistent with paragraph 1.2.4) have been in force.

3.4 Matching

3.4.1 For the purposes of this paragraph 3.4:

- (a) in relation to a MVRNA Authorisation the "**corresponding**" Metered Volume Reallocation Notification is the Metered Volume Reallocation Notification submitted by the other Metered Volume Reallocation Notification Agent;
- (b) a "**matched**" Settlement Period is a Settlement Period in relation to which the requirements of paragraph 3.4.2 are satisfied.

3.4.2 In relation to a Metered Volume Reallocation Notification, a Settlement Period shall be matched if, and only if:

- (a) the Metered Volume Reallocation Notification is valid in relation to the Settlement Period;
- (b) the corresponding Metered Volume Reallocation Notification is valid in relation to the same Settlement Period; and
- (c) the quantity of Active Energy (expressed in MWh) and the percentage value for the Settlement Period specified in the Metered Volume Reallocation Notification and the corresponding Metered Volume Reallocation Notification are the same.

3.4.3 Where Metered Volume Reallocation Notifications are submitted by the same person in respect of both the Lead Party and the Subsidiary Party which are valid for a Settlement Period, the Settlement Period shall be deemed to be matched.

3.4.4 Where a Metered Volume Reallocation Notification (the "later" notification) is submitted in respect of a matched Settlement Period, the later notification will only be effective:

- (a) where the later notification is valid for the matched Settlement Period;
- (b) a corresponding Metered Volume Reallocation Notification ("**corresponding later**" notification) is made and which is valid for the same matched Settlement Period; and
- (c) both the later notification and the corresponding later notification are expressed to replace or (as the case may be) to be in addition to the prevailing notifications in respect of the matched Settlement Period.

3.4.5 A Metered Volume Reallocation Notification may only amend a matched Settlement Period pursuant to paragraph 3.4.4.

3.5 **Refusal and rejection for credit reasons**

3.4.13.5.1 Where either the Lead Party or the Subsidiary Party is in Level 2 Credit Default in accordance with Section M3, a relevant Metered Volume Reallocation Notification (~~whether or not valid in accordance with paragraph 3.3.4~~) which is submitted during the Credit Default Refusal Period will be treated as refused and will not become effective in respect of any Settlement Period to which it relates.

3.4.23.5.2 Where:

- (a) a relevant Metered Volume Reallocation Notification ~~has been validated in accordance with paragraph 3.3.7(a) and remains~~is in force, and
- (b) either the Lead Party or the Subsidiary Party is in Level 2 Credit Default in accordance with Section M3

such Metered Volume Reallocation Notification will be treated as rejected, and will have no effect, as to Metered Volume Reallocation Data which relate to Settlement ~~Periods~~Period(s) for which Gate Closure falls within the Credit Default Rejection Period.

3.4.33.5.3 For the purposes of this paragraph ~~3.4.3.5~~, a relevant Metered Volume Reallocation Notification, is one which, if in force, and not treated as rejected in relation to a Settlement

Period for which it is valid, would not have the effect of decreasing the Energy Indebtedness (in accordance with Section M1.2) of the Party in Level 2 Credit Default.

3.5.3.6 Metered Volume Reallocation Data

~~3.5.1-3.6.1~~ A Metered Volume Reallocation Notification shall specify for each Settlement Period to which it relates:

- (a) ~~for each Settlement Period to which it relates~~, a MWh value, with no more than three digits after the decimal point, between -99,999.999 and 99,999.999; and
- (b) ~~for each Settlement Period to which it relates~~, a percentage value, non-negative, with no more than five digits after the decimal point and not exceeding 100;

but for the avoidance of doubt any such data may have zero values.

~~3.5.23.6.2~~ In relation to the Subsidiary Energy Account ('a'), for each Settlement Day or (pursuant to paragraph 1.2.4 or ~~3.4.23.5.2~~) part thereof for which a Metered Volume Reallocation Notification is in force and not treated as rejected pursuant to paragraph ~~3.4.2,3.5.2~~, for each matched Settlement Period specified in that Metered Volume Reallocation Notification:

- (a) the Metered Volume Reallocation Fixed Data specified pursuant to paragraph ~~3.5.13.6.1~~(a) shall be "QMFR_{ziaj}";
- (b) the Metered Volume Reallocation Percentage Data specified pursuant to paragraph ~~3.5.13.6.1~~(b) shall be "QMPR_{ziaj}";
- (c) values of QMFR_{ziaj} and QMPR_{ziaj} that are not determined pursuant to paragraphs (a) and (b) shall be set to zero.

4. AGGREGATION

4.1 Aggregation of Energy Contract Volumes

4.1.1 For each Energy Account and each Settlement Period, the Account Bilateral Contract Volume QABC_{aj} shall be determined according to the following formula:

$$QABC_{aj} = \sum_{b,z} ECQ_{zabj} - \sum_{b,z} ECQ_{z baj}$$

where:

- (a) the summations on z extend to all Energy Contract Volume Notifications in force, and
- (b) the summations on b extend to all Energy Accounts of all Contract Trading Parties.

4.2 Exclusion of certain Metered Volume Reallocations

4.2.1 Where, in relation to any BM Unit and any Settlement Period, the sum (the 'aggregate percentage data' or "APD") of all values of QMPR_{ziaj} for all Metered Volume Reallocation Notifications and all Energy Accounts exceeds 100, values of that term:

- (a) in the inverse of the chronological order in which the Metered Volume Reallocation Notifications were submitted (so that the data in the most recently submitted shall be the first to be disregarded), and
- (b) until the value of APD (determined excluding the disregarded values of $QMPR_{ziaj}$) is not greater than 100,

shall be disregarded and shall not take effect for Settlement as to that Settlement Period.

4.3 Aggregation of Metered Volume Reallocations

- 4.3.1 For each BM Unit i , Subsidiary Energy Account a , and Settlement Period j , the Metered Volume Fixed Reallocation ($QMFR_{iaj}$) and Metered Volume Percentage Reallocation ($QMPR_{iaj}$) shall be determined as follows:

$$QMFR_{iaj} = \sum_z QMFR_{ziaj}$$

$$QMPR_{iaj} = \sum_z QMPR_{ziaj}$$

where in each case the summation on z extends to all Metered Volume Reallocation Notifications in force.

4.4 Determination and submission of aggregated data

- 4.4.1 The Energy Contract Volume Aggregation Agent shall:
- (a) determine, for each Settlement Period, Metered Volume Fixed Reallocations, Metered Volume Percentage Reallocations and Account Bilateral Contract Volumes; and
 - (b) no later than the Business Day following the Settlement Day, submit such Metered Volume Fixed Reallocations, Metered Volume Percentage Reallocations and Account Bilateral Contract Volume data to the SAA.
- 4.4.2 Where, following the resolution of a Trading Query or Trading Dispute (but not for the avoidance of doubt in the circumstances described in Section M3.5), any adjustment or other change is to be made in any of the data referred to in paragraph 4.4.1 in relation to a Settlement Day, the ECVAA shall:
- (a) make such adjustment or other change, and
 - (b) resubmit such data (as so adjusted or changed) to the SAA not later than the time required for such data to be taken into account in the next following Reconciliation Settlement Run (whether or not a Timetabled Reconciliation Settlement Run) for the relevant Settlement Day.
- 4.4.3 The ECVAA shall submit to BSCCo each month such data concerning Metered Volume Fixed Reallocations, Metered Volume Percentage Reallocations and Account Bilateral Contract Volumes as BSCCo requires to enable it to make the calculations required under Section D.

5. FAILURES OF THE ECVAA SYSTEM

5.1 Introduction

5.1.1 For the purposes of this Section P:

- (a) "**Volume Notification**" means an Energy Contract Volume Notification and/or a Metered Volume Reallocation Notification, and "**Volume Notification Agent**" means an Energy Contract Volume Notification Agent and/or a Metered Volume Reallocation Notification Agent;
- (b) the "**ECVAA System**" is the BSC Agent System of the ECVAA, which for the avoidance of doubt does not include hardware or software forming part of any relevant Communications Medium;
- (c) an "**ECVAA System Failure**" is a failure or breakdown of the ECVAA System which has the effect that the ECVAA is unable to receive Volume Notifications submitted to it by all or any Volume Notification Agents, and/or (as the case may be) to send within 20 minutes after such receipt confirmations of such receipt to all or any such agents;
- (d) the reference in paragraph (c) to the ECVAA sending confirmations of receipt of Volume Notifications is without prejudice to the provisions of the Communications Requirements Document as to the deemed receipt of such notifications;
- (e) for the avoidance of doubt, no failure or breakdown of any Party System or any communications link not forming part of the ECVAA System shall be counted as an ECVAA System Failure;
- (f) in relation to an ECVAA System Failure:
 - (i) the "**system failure time**" is the start of the ECVAA System Failure, or such earlier time as BSCCo may determine as being appropriate for the purposes described in paragraph (g) and notify to the ECVAA, Contract Trading Parties and Volume Notification Agents;
 - (ii) the "**resubmission deadline**" is the end of the Business Day following the day on which the ECVAA notified BSCCo (in accordance with paragraph 5.2.1(c)(i)) that the ECVAA ~~System~~System Failure has ended, or such earlier time (not being earlier than such failure ended) or later time as BSCCo may determine as being appropriate for the purposes described in paragraph (g) and notify to the ECVAA, Contract Trading Parties and Volume Notification Agents;
 - (g) the purposes referred to in paragraph (f) are to enable Contract Trading Parties and their Volume Notification Agents to take steps to put themselves, so far as is practicable, in the position as respects the submission of Volume Notifications which they would have been had the ECVAA ~~System~~System Failure not occurred.

5.2 Consequences of ECVAA System Failure

5.2.1 Where an ECVAA System Failure occurs:

- (a) the ECVAA shall as soon as possible notify BSCCo of the failure and the time at which it started;

- (b) the ECVAA and BSCCo shall each use all reasonable efforts as soon as practicable to notify all Contract Trading Parties and Volume Notification Agents of the failure and the time at which it started;
 - (c) as soon as practicable after the end of the ECVAA System Failure:
 - (i) the ECVAA shall notify BSCCo, Contract Trading Parties and Volume Notification Agents that the failure has ended;
 - (ii) BSCCo will notify Contract Trading Parties and Volume Notification Agents that Volume Notifications may be submitted or resubmitted in accordance with paragraph 5.2.2.
- 5.2.2 Where an ECVAA System Failure has occurred, commencing at the end of such failure, and until the resubmission deadline, Volume Notifications may be submitted or resubmitted to the ECVAA in relation to any Settlement Period for which Gate Closure falls after the system failure time and before the resubmission deadline.
- 5.2.3 Where an ECVAA System Failure affects the ability of the ECVAA to receive and/or confirm receipt of Volume Notifications (as described in paragraph 5.1.1(c)) from or to some but not all Volume Notification Agents:
- (a) the ECVAA shall inform BSCCo which Volume Notification Agents are so affected, and references in paragraph 5.2.1 to Volume Notification Agents shall only be to those agents so affected;
 - (b) paragraph 5.2.2 shall apply only in relation to the affected Volume Notification Agents.
- 5.2.4 Any Volume Notification submitted or resubmitted in accordance with paragraph 5.2.2 shall specify the details (as provided in paragraph 2.3.2 or 3.3.2) which were or would (pursuant to commitments made before Gate Closure for any Settlement Period to which such notification relates) have been specified in such notification if it had been submitted before Gate Closure for any Settlement Period to which it relates (and if any question arises in relation to this paragraph 5.2.4, such question shall be decided by the Panel whose decision shall be final and binding on all Parties).
- 5.2.5 For the avoidance of doubt the existence of an ECVAA System Failure which is known to BSCCo shall constitute a material doubt as referred to in Section M3.4.3(a) in relation to all Trading Parties, except (in relation to a particular Trading Party) in a case where BSCCo is aware that such Party has not appointed any of the Volume Notification Agents affected thereby.
- 5.2.6 If any Contract Trading Party or Volume Notification Agent considers that:
- (a) an ECVAA System Failure has occurred which has not been notified under paragraph 5.2.1(b), or
 - (b) the ECVAA has given notice under paragraph 5.2.1(c)(i) at a time at which the ECVAA System Failure has not ended, or
 - (c) (in the case of such an agent, where paragraph 5.2.3 applies) that it was not but should have been informed that it is affected as described in that paragraph;

such Party or agent may so notify BSCCo, as soon as reasonably practicable and in any event not later than the end of the Business Day following the day on which the Party or agent considers that the ECVAA System Failure occurred, or (in a case in paragraph (b)) after the day on which the ECVAA gave notice as therein mentioned.

5.2.7 Upon any Party or Volume Notification Agent giving notification to BSCCo in accordance with paragraph 5.2.6:

- (a) BSCCo shall:
 - (i) notify the ECVAA,
 - (ii) promptly investigate the matter, and
 - (iii) determine whether an ECVAA System Failure occurred, or whether the failure had ended, or whether such agent was affected, each as referred to in paragraph [5.2.75.2.6](#);
- (b) the ECVAA and upon request any Party or Notification Agent shall provide reasonable assistance to BSCCo in such investigation;
- (c) BSCCo shall promptly notify its findings to all Contract Trading Parties and Volume Notification Agents;
- (d) BSCCo's determination of such matters shall be final and binding for the purposes of this paragraph 5.2;
- (e) where BSCCo determines that an ECVAA System Failure has occurred, BSCCo may determine and notify the resubmission deadline at any time at which it appears to BSCCo that the ECVAA System Failure has ended.

5.3 ECVAA System Withdrawal

5.3.1 Where:

- (a) there occurs or has occurred any partial ECVAA System Failure (that is, such a failure affecting some but not all Volume Notification Agents, and/or affecting only the ability of the ECVAA to receive or its ability to confirm receipt (as described in paragraph 5.1.1(c)) of Volume Notifications) and/or any failure or breakdown of the ECVAA System affecting the ability of the ECVAA to provide information of invalidity of Volume Notifications within the timescales contemplated in paragraph 2.3.9(b) and 3.3.9(b)), and
- (b) the ECVAA or BSCCo determines (in its reasonable opinion) that, in order to minimise disruption to the smooth and efficient implementation of Contract Trading Parties' operations under this Section P and of Settlement, it is necessary:
 - (i) to withdraw the ECVAA System from operation in order to remedy such failure or breakdown and/or to implement the provisions of paragraph 5.2 (in the case of an ECVAA System Failure giving rise to the application of such provisions); and

- (ii) to do so earlier than might otherwise be done by way of planned BSC Agent Downtime in accordance with the Communications Requirement Document

then the ECVAA shall withdraw the ECVAA System from operation, for the purposes of remedying the failure or breakdown and/or implementing the provisions of paragraph 5.2.

5.3.2 Where the ECVAA withdraws the ECVAA System from operation pursuant to paragraph 5.3.1:

- (a) the ECVAA shall, not later than the time of such withdrawal, give notice thereof to BSCCo specifying the time of such withdrawal;
- (b) the ECVAA shall restore the ECVAA System to operation as soon as reasonably practicable, having regard to the purposes (described in paragraph 5.3.1(b)) for which it was withdrawn from operation;
- (c) in order to enable Volume Notifications to be submitted to the ECVAA in respect of the period of withdrawal, paragraphs 5.1.1(f) and 5.2 (excluding paragraphs 5.2.1(a), 5.2.3, 5.2.6 and 5.2.7) shall apply as if references in those paragraphs:
 - (i) to the ECVAA System Failure (or the start of such failure) were to the withdrawal from operation of the ECVAA System;
 - (ii) to the end of the ECVAA ~~System~~System Failure were to the restoration to operation of the ECVAA System.

Section V

Section V Table 3 to be amended to read:

Name of report	Frequency	Recipient	General Description
Notification Report	End of each Settlement Day	Relevant Party	For each Contract Trading Party, a summary relating to that Contract Trading Party of Energy Contract Volumes and Metered Volume Reallocations in respect of accepted notifications for the given Settlement Day and indebtedness data once these notifications are taken into account
ECVAA Performance Report	Each month	BSCCo	A summary of ECVAA performance in respect of processing contract notification data received
Report of any rejections of ECVN	Promptly after a rejection	Relevant Party	A report relating to a Contract Trading Party of ECVNs rejected or refused or treated as rejected or refused
Report of any rejections of MVRN	Promptly after a rejection	Relevant Party	A report relating to a Contract Trading Party of MVRNs rejected or refused or treated as rejected or refused
Forward Notification Summary	Daily	Relevant Party	For each Contract Trading Party, a summary relating to that Contract Trading Party of notifications received, for a given number of Settlement Days following the Settlement Day on which the report is provided
Acceptance Feedback Report for valid ECVNs	Promptly after successful validation	Parties, ECVNA	For each Contract Trading Party, a positive feedback to report the acceptance of those ECVNs where the effective date of the ECVN is no greater than 72 Settlement Periods ahead
Acceptance Feedback Report for valid MVRNs	Promptly after successful validation	Parties, MVRNA	For each Contract Trading Party, a positive feedback to report the acceptance of those MVRNs where the effective date of the MVRN is no greater than 72 Settlement Periods ahead
<u>Acceptance Feedback Report for matched ECVNs</u>	<u>Promptly after successful matching</u>	<u>Parties, ECVNA</u>	<u>For each Contract Trading Party, a positive feedback to report the matching of those ECVNs where the effective date of the ECVN is no greater than 72 Settlement Periods ahead, provided no such</u>

			<u>report will be issued if the ECVNs are deemed to be matched pursuant to Section P2.4.3</u>
<u>Acceptance Feedback Report for matched MVRNs</u>	<u>Promptly after successful matching</u>	<u>Parties, MVRNA</u>	<u>For each Contract Trading Party, a positive feedback to report the matching of those MVRNs where the effective date of the MVRN is no greater than 72 Settlement Periods ahead, provided no such report will be issued if the MVRNs are deemed to be matched pursuant to Section P3.4.3</u>

Section X

The following defined terms in Annex X-1 to be amended to read:

- "ECVNA Authorisation": means an authorisation, by or on behalf of a Contract Trading PartiesParty pursuant to Section P, of a person to act as Energy Contract Volume Notification Agent;
- "Energy Contract Volume Notification Agent" or "ECVNA": means a person authorised under Section P and in accordance with Section J as Party Agent by a Contract Trading PartiesParty to submit Energy Contract Volume Notifications on theirits behalf;
- "Metered Volume Reallocation Fixed Data": means, in relation to a BM Unit, a volume of Active Energy (in MWh) as referred to in Section P3.3.2(a)(vivii);
- "Metered Volume Reallocation Notification Agent" or "MVRNA": means a person authorised in accordance with Section P as Party Agent by twoa Contract Trading PartiesParty to submit Meter Volume Reallocation Notifications on theirits behalf;
- "Metered Volume Reallocation Percentage Data": means, in relation to a BM Unit, a percentage as referred to in Section P3.3.2(a)(vivii);
- "MVRNA Authorisation": means an authorisation, by or on behalf of twoa Contract Trading PartiesParty pursuant to Section P, of a person to act as Metered Volume Reallocation Notification Agent for themit;

The following defined terms in Annex X-2 Table X-2 to be amended to read:

Credit Cover Error Rejection Volume	REJ _{aj}	MWh	The quantity determined in accordance with Section M4.2.3. <i>The Credit Cover Error Rejection Volume represents an assessment of the change (whether positive or negative) in the quantity of energy that would have been allocated to Energy Account a, of Trading Party P, in Settlement Period j, had Energy Contract Volume Notifications and Data relating to Metered Volume Reallocation Notifications not been rejected in accordance with Sections <u>P2.4.2,2.5.2</u> and <u>P3.4.2,3.5.2</u>, by virtue of Trading Party P being in Level 2 Credit Default.</i>
Energy Contract Volume	ECQ _{xabj}	MWh	An Active Energy value in accordance with Section <u>P2.5.1.2.6.1</u> .

Metered Volume Percentage Reallocation	QMPR _{iaj}	%	<p>A percentage value determined in accordance with Section P4.3.1.</p> <p><i>In relation to any BM Unit, for any Settlement Period, Metered Volume Percentage Reallocation means, for Energy Account a of Contract Trading Party, the aggregate of all Metered Volume Reallocation Notification Percentage Data for Metered Volume Reallocation Notifications relating to such Party.</i></p>
	QMFR _{ziaj}	MWh	<p>An Active Energy value in accordance with Section P3.5.23.6.2(a).</p> <p><i>In relation to any BM Unit i, for any Settlement Period j, QMFR_{ziaj} is a fixed volume of Active Energy to be allocated to the corresponding Energy Account a, of a Contract Trading Party other than the Lead Party from the Energy Account of the Lead Party to which the associated Metered Volume Reallocation Notification z, refers.</i></p>
	QMPR _{ziaj}	%	<p>A percentage value in accordance with Section P3.5.23.6.2(b).</p> <p><i>In relation to any BM Unit i, for any Settlement Period j, QMPR_{ziaj} is a percentage of the BM Unit Metered Volume to be allocated to the corresponding Energy Account a of a Contract Trading Party other than the Lead Party from the Energy Account of the Lead Party to which the associated Metered Volume Reallocation Notification z, refers.</i></p>