

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 includes any hardware or software forming part of any relevant High Grade 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 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

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 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 Notwithstanding the provisions of 5.2.4, in the event that an ECVAA System Failure occurs which involves the failure or breakdown of any hardware or software forming part of any relevant Communications Medium then the Panel may, in its absolute discretion, require such evidence, as it deems appropriate for the purposes of verifying the time at which any transaction that forms the subject of the Volume Notification submitted in accordance with 5.2.2, was effected.

5.2.6 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.