

ANNEX 1 – Proposed Legal Text

SECTION C *(version 5.0 including all Approved Modifications awaiting implementation)*

Amend paragraph 2.7.1 as follows:

- 2.7.1 BSCCo covenants to pay to the Transmission Company an amount equal to any liability to corporation tax on chargeable gains for which BSCCo or any of its ~~Subsidiaries~~ Subsidiaries is primarily liable for which the Transmission Company or any of its Subsidiaries is liable for which any of them would not have been liable but for being treated as being or having been a member of the same group as BSCCo or any of its Subsidiaries for the purposes of corporation tax on chargeable gains.

SECTION F *(version 5.0 including all Approved Modifications awaiting implementation)*

Amend paragraph 1.7.2(e) as follows:

- 1.7.2 The Transmission Company shall notify the Modification Secretary as soon as possible after receipt of any direction referred to in paragraph 1.7.1 and the Modification Secretary shall copy such direction forthwith to:

....

- (e) where the Modification Proposal or ~~Approval~~ Approved Modification affects a Core Industry Document, the relevant Core Industry Document Owner.

Remove superfluous paragraph return between paragraphs 2.4.13 and 2.4.14

- 2.4.13 The terms of reference of a Modification Group shall include provision in respect of (among other things) the following matters:
- (a) those areas of a Modification Group's powers or activities which require the prior approval of the Panel;
 - (b) the seeking of instructions, clarification or guidance from the Panel;
 - (c) in the case of a standing Modification Group, the area(s) of subject-matter of Modification Proposals for which the Group may be designated under paragraph 2.4.3; and
 - (d) in the case of a standing Modification Group, authorise the Group from time to time to consider (outwith the context of any particular submitted Modification Proposal) issues generally related to the relevant area(s) of subject-matter, designated to the Group by the Panel under 2.4.13(c).
- 2.4.14 Each Modification Group (and each member of a Modification Group) shall:

- (a) act in accordance with its terms of reference as determined (and, if applicable, changed) pursuant to paragraph 2.4.12;
- (b) have due regard to the objectives referred to in paragraph 1.2.2 (as if references to the Panel were references to the Modification Group); and
- (c) if a Modification Group is unable to reach agreement on any matter, the report of the Modification Group shall instead include a summary of the views of the members of the Modification Group.

SECTION L (*version 5.0 including all Approved Modifications awaiting implementation*)

Amend paragraph 1.2.1 as follows:

- 1.2.1 Of the obligations (under this Section L) of the Registrant of a Metering System, those specified in Party Service Line 110 [and BSCP 514](#) (in the case of SVA Metering Systems) or Party Service Line 180 (in the case of CVA Metering Systems) are to be performed, subject to and in accordance with the provisions of Section J, by a Meter Operator Agent appointed by such Registrant in accordance with Section J.

Amend paragraph 1.2.3 as follows:

- 1.2.3 The principal functions of a Meter Operator Agent shall be to install, commission, test, maintain and rectify faults in respect of Metering Equipment (including if applicable associated Communications Equipment), in accordance with Party Service Line 110 [and BSCP 514](#) (in the case of SVA Metering Systems) and Party Service Line 180 (in the case of CVA Metering Systems) and any relevant BSC Procedures and Codes of Practice.

Amend paragraph 1.2.4 as follows:

- 1.2.4 The Registrant of each Metering System shall comply with or (as appropriate) procure that the relevant Meter Operator Agent complies with the requirements of Party Service Line 110 [and BSCP 514](#) (in the case of a SVA Metering System) and Party Service Line 180 (in the case of a CVA Metering System).

Amend paragraph 2.3.1(a) as follows:

- 2.3.1 In relation to any new CVA Metering System:
- (a) the Registrant shall ensure that Metering Equipment is installed and commissioned in accordance with paragraph 2.1.1(a) and that a proving test in accordance with [BSCP 20-02](#) has been successfully completed before the registration of the Metering System becomes effective;

Amend paragraph 2.4.1 as follows:

- 2.4.1 The Registrant of each Metering System shall, in accordance with Party Service Line 180 ([for CVA Metering Systems](#)) or 110 [and BSCP 514](#) ([for CVA and SVA Metering Systems respectively](#)):

- (a) establish and maintain Meter Technical Details in respect of the Metering Equipment;
- (b) ensure that such Meter Technical Details are true, complete and accurate;
- (c) provide such Meter Technical Details to the CDCA or (as the case may be) to the relevant Data Collector.

Amend paragraph 2.5.1(a) as follows:

2.5.1 The Registrant of each Metering System shall:

- (a) comply with the requirements of Party Service Line 180 or Party Service Line 110 and BSCP 514 (as applicable) as to the provision, to the CDCA or (as the case may be) the relevant Data Collector and others, of information relating to the Metering Equipment; and

SECTION M *(version 10.0 including all Approved Modifications awaiting implementation)*

Amend paragraph 2.2.1(b) as follows:

2.2.1 Without prejudice to paragraphs 2.1.2 and 2.3, where a Trading Party has delivered a Letter of Credit (the "**current**" Letter of Credit) by way of providing Credit Cover:

.....

- (b) if at any time the issuing bank ceases to have the required credit rating specified in the definition of Letter of Credit, the Trading Party shall forthwith and in any event within 3 Business Days after notice from the FAA, either:
 - (i) provide to the FAA a new Letter of Credit, issued by a bank which has such required credit rating, valid for a period of not less than 3 months; and/or
 - (ii) deliver cash to the FAA on behalf of the BSC Clearer in accordance with paragraph 2.1.1

and the amount of any new Letter of Credit plus cash so delivered shall not be less than that of the current Letter of Credit;

Amend paragraph 3.4.3(a) as follows:

3.4.3 Where the ECVAA submits to BSCCo a copy of a level 1 default notice under paragraph 3.2.1 in relation to a Trading Party:

- (a) BSCCo shall, promptly upon (but not earlier than) the expiry of the Query Period, give an authorisation notice to the ECVAA unless:
 - (i) BSCCo has been notified by the ECVAA that in the ECVAA's opinion there is, or
 - (ii) BSCCo otherwise has substantial evidence that, or other reasons to believe that, there is

(in accordance with paragraph 1.2.1(e) and the prevailing [principals principles](#) or guidance established by the Panel in accordance paragraph 1.7) a material doubt as to whether, at the time, the systems and processes used by the ECVAA are giving correct determinations of the values of Credit Cover Percentage for that Trading Party;

SECTION S (*version 5.0 including all Approved Modifications awaiting implementation*)

Amend paragraph 2.2.1 as follows:

- 2.2.1 The principal functions of a Meter Operator Agent in respect of SVA Metering Systems for which it is responsible are:
- (a) to install, commission, test and maintain, and to rectify faults in respect of, SVA Metering Equipment (including, if applicable, associated Communications Equipment) in accordance with Section L; and
 - (b) to maintain Meter Technical Details and to provide such Details, in accordance with Section L, to the relevant Half Hourly Data Collector or Non Half Hourly Data Collector (as the case may be) to enable such Data Collector to read and process data in accordance with the Supplier Volume Allocation Rules,

in each case, in accordance with Party Service Line 110 [and BSCP 514](#) for Meter Operation and BSCP 502 (in respect of Half Hourly Metering Systems) and [BSPC BSCP 504](#) (in respect of Non Half Hourly Metering Systems).

SECTION T (*version 11.0 including all Approved Modifications awaiting implementation*)

Amend paragraph 3.6.1 as follows:

- 3.6.1 In respect of each Settlement Period, for each BM Unit, the volume (in MW) of Bid or Offer from the Bid-Offer Pair accepted as a result of a particular Acceptance shall be the Accepted Bid-Offer Volume and shall be established as follows:

- (a) For $n > 0$,

$$qABO_{ij}^{kn}(t) = \max \{ \min (qA_{ij}^k(t), BOUR_{ij}^n(t)), BOUR_{ij}^{n-1}(t) \}$$

$$- \max \{ \min (qA_{ij}^{k-1}(t), BOUR_{ij}^n(t)), BOUR_{ij}^{n-1}(t) \}, \text{ and}$$
- (b) For $n < 0$,

$$qABO_{ij}^{kn}(t) = \min \{ \max (qA_{ij}^k(t), BOLR_{ij}^n(t)), BOLR_{ij}^{n+1}(t) \}$$

$$- \min \{ \max (qA_{ij}^{k-1}(t), BOLR_{ij}^n(t)), BOLR_{ij}^{n+1}(t) \}$$

where, from all Acceptances for which an Acceptance Volume has been determined for the Settlement Period, k - represents that Acceptance with the Bid-Offer Acceptance Time most recently preceding that of the Acceptance.

Remove track changes markings from paragraph 4.4.6A(c) as follows:

- 4.4.6A Without prejudice to paragraph 1.5A.4(b) and 1.5A.6(b), if for whatever reason (including the submission or deemed submission of zero values or the absence of Market Index Data) in respect of a Settlement Period:

$$\sum_s QXP_{sj} = 0$$

where \sum_s represents the sum over all Market Index Data Providers,

then (notwithstanding paragraphs 4.4.5(b) and 4.4.6(b)):

....

- (c) if the Net Imbalance Volume is a negative number, and $\{\sum_i \sum^n \{QAPB_{ij}^n * TLM_{ij}\} + UESVA_{ij}\}$ is not equal to zero, SBP_j shall be equal to SSP_j as determined in accordance with paragraph 4.4.6(a);

Amend paragraph 4.4.10 by using subscript as follows:

- 4.4.10 In respect of each Settlement Period, the Total NIV Tagged Volume will be determined as follows:

$$TCQ_{jj} = \{ \{ (\sum_i \sum^{n'} QAPB_{ij}^{n'}) + TTQUAB_{jj} + TESVA_{jj} + TSSVA_{jj} \} - \{ (\sum_i \sum^{n*} QAPO_{ij}^{n*}) + TTQUAO_{jj} + TEBVA_{jj} + TSBVA_{jj} \} \} / 2$$

where \sum_i represents the sum over all BM Units and $\sum^{n'}$ represents the sum over those accepted Bids which are NIV Tagged Bids and \sum^{n*} represents the sum over those accepted Offers which are NIV Tagged Offers.

Amend paragraph 4.6.5 by using subscript as follows:

- 4.6.5 In respect of each Settlement Period, the Total Period Applicable Balancing Services Volume will be determined as follows:

$$TQAS_{jj} = \sum_i QAS_{ij}$$

where \sum_i represents the sum over all BM Units.

Amend paragraph 1.3(c) of Annex T-2 as follows:

- 1.3 For the purposes of this Annex T-2:

....

- (c) **Nodal TLF**, in relation to a node on a network and a given power flow at the node, is the rate of change of electrical losses on the network with respect to change of power flow at that node, with network balance being maintained by the slack ~~mode~~ node;

Amend paragraph 5.2 of Annex T-2 as follows:

- 5.2 The Transmission Company shall determine Network ~~Date-Data~~ Date-Data in good faith and based on its operational knowledge of the Transmission System, and in

accordance with any relevant assumption made in the LFM Specification, but in the absence of a manifest error no Party may challenge or question the validity or correctness of the Network Data determined by the Transmission Company.

SECTION U *(version 5.0 including all Approved Modifications awaiting implementation)*

Amend paragraph 1.6.2(b) as follows:

1.6.2 For the purposes of this paragraph 1.6:

....

- (b) relevant BSC Agents are the CDCA, the CRA, the ECVA, the SVAA, the SAA, ~~and the FAA~~ and the TLFA;

SECTION W *(version 4.0 including all Approved Modifications awaiting implementation)*

Amend paragraph 3.3.1 as follows:

3.3.1 A Party may raise a Trading Dispute by giving notice (together with supporting information and documentation) to the Disputes Secretary in accordance with the relevant BSC Procedure(s), provided that:

- (a) the Dispute relates to a matter which has first been raised as a Trading Query, and the Party has complied with and completed the processes detailed in the relevant BSC Procedure(s) for query resolution; ~~and~~
- (b) any materiality threshold established in the relevant BSC Procedure(s) for the escalation of a Trading Query to a Trading Dispute is satisfied; and
- (c) where the relevant BSC Procedure(s) specifies any time limit (by reference to the Settlement Day) within which such a dispute must be raised, the Trading Dispute is raised within such time limit.

Amend paragraph 3.6.1 as follows:

3.6.1 Subject to paragraph 3.6.2, a Party may refer a matter the subject of a Trading Dispute to arbitration in accordance with the provisions of Section H7:

- (a) after a decision of the Panel in respect if the Trading Dispute has been made under paragraph 3.5 (if the Party disagrees with the decision); and
- (b) after a decision has been made under paragraph 3.5.3 that the Trading Dispute should not be referred to the Panel.

SECTION X Annex X-1 *(version 17.0 including all Approved Modifications awaiting implementation)*

Amend definition of "BM Auditor" as follows:

"BM Auditor":

has the meaning given to that term in Section [H5.1.5H5.1.6](#);