

Balancing and Settlement Code

BSC Procedure

**Black Start and Fuel Security Contingency Provisions and Claims
Processes**

BSCP201

Version 1.0

Date: 05 November 2009

BSCP201**relating to****Black Start and Fuel Security Contingency Provisions**

1. Reference is made to the Balancing and Settlement Code and, in particular, to the definition of “BSC Procedure” in Section X, Annex X-1 thereof.
2. This is BSC Procedure 201, Version 1.0 relating to Black Start and Fuel Security contingency provisions.
3. This BSC Procedure is effective from 05 November 2009.
4. This BSC Procedure has been approved by the BSC Panel.

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Amendment Record

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1 Introduction

1.1 Purpose and Scope of the Procedure

This BSC Procedure (BSCP) describes the steps to be taken during and following a Black Start Period or a Fuel Security Code event, including steps required to restore normal BSC operations following a Black Start and steps required for BSC Parties to optionally raise claims for excess costs in certain circumstances. It highlights the responsibilities and actions required by industry participants to ensure this is done efficiently and effectively.

If the event which has occurred has resulted in a Partial Shutdown or a Total Shutdown of the Transmission System, the contingency provisions as per this BSCP will apply. Sections 2 and 3.1-3.2 of this BSCP are only to be followed in this situation. In that situation, or potentially as a result of a Fuel Security Code event, a single imbalance price will apply and Section 3.3 of this BSCP shall be followed.

This BSCP also provides a process by which BSC Parties can claim for compensation in the following circumstances:

- In the case of a Black Start Period, an application can be made by the Lead Party of a BM Unit who has received an Emergency Instruction during that Black Start Period (any instruction from the Transmission Company during a Black Start Period is to be considered an Emergency Instruction); or
- In the case of a Fuel Security Code (FSC) event, an application can be made by the Lead Party of a BM Unit who has received a direction from the Secretary of State (or, if empowered by the Secretary of State to do so, the Transmission Company) for exceptional costs arising from that direction either in anticipation of a Fuel Security Event period (if the direction does not specify the date of commencement of a Fuel Security Event period, or such date is in the future, or such date is subsequently rescinded before it is reached) or during a Fuel Security Event period;

An application for compensation can only be made:

- In the case of Black Start for 'Avoidable Costs' (as defined in the BSC); or
- In the case of a FSC event for 'Exceptional Costs' (as defined in the FSC) actually incurred (i.e. no advance payments).

This BSCP provides a claims process for Avoidable Costs incurred as a result of a Black Start instruction and Exceptional Costs incurred as a result of a Fuel Security Code instruction only. It does not provide a process for claiming for Avoidable Costs incurred as a result of an Emergency Instruction from the Transmission Company which is not a Black Start instruction¹.

1.1.1 Black Start

A Black Start is a recovery process for restoring electricity on the Transmission System. The majority of power stations need electricity from the Transmission System to start up and

¹ See BSC Section G2 for procedures to claim for Avoidable Costs which are incurred as a result of an Emergency Instruction which is not a Black Start Instruction.

maintain their generators. If the Transmission System were to de-energise, power stations would be unable to keep their main generators running and as a result power stations would stop producing electricity.

Some power stations have specific contracts with the Transmission Company to initiate or assist a Black Start if the Transmission System collapses. These power stations do not require an external source of energy to produce electricity. In most instances, such power stations would use diesel or gas-turbine generators to start larger generators and start generating in small isolated zones throughout the country. In turn these zones would gradually connect to each other until the Transmission System is fully energised.

1.1.2 Fuel Security Code Event

A FSC event occurs when the Secretary of State exercises his powers under sections 34 and 35 of the Electricity Act 1989, to direct power stations or the Transmission Company to operate in specific ways (for example a power station with a particular fuel could generate more or less energy in order to balance the electricity grid, rather than a power station which would otherwise provide that service). A FSC ‘direction’ can be issued to one or multiple participants and a single FSC direction or several distinct FSC directions can be issued over the course of an event.

In a FSC event Generators (or the recipient of instructions from the Secretary of State) can claim Exceptional Costs. With this in mind, the BSC states that the FSC provisions supersede that of the BSC, and a BSC Party will not be in breach of the BSC for following a FSC direction.

Generally (but not always), the Secretary of State issues instructions via the Transmission Company, who informs the relevant BSC Party. However, there is no means for BSCCo to be aware of FSC directions as the Secretary of State does not provide information on FSC directions to BSCCo.

To avoid a BSC Party being placed in default if they have defaulted as a direct consequence of a FSC direction, the BSC Party must notify BSCCo. BSCCo will not be liable for actions relating to any incomplete information. Additionally the Transmission Company will use its discretion to inform BSCCo that a FSC direction has been issued to a BSC Party.

This BSCP does not contain provisions for a situation where a Fuel Security Code event could disrupt normal market operations. However, when BSC Section G 4.1 applies, the Secretary of State, after consultation with the Authority, can authorise a single imbalance price to apply for a determined period (BSC Section G 4.2) and can authorise historic limits on balancing mechanism prices (BSC Section G 4.3). The Secretary of State can also authorise a revision or reduction of the Credit Assessment Price (BSC Section G 4.4). Refer to BSC Section G 4 for further details.

1.2 Main Users of this Procedure and their Responsibilities

This procedure is to be used by:

- BSCCo;
- The Transmission Company;

- BSC Parties;
- BSC Agents;
- The Panel;
- The Claims Committee; and
- The Authority

1.2.1 BSCCo

The BSCCo shall:

- Communicate the status of the Transmission System;
- Determine and communicate the official Settlement Period and Settlement Date of the Total Shutdown or Partial Shutdown;
- Communicate the return of the Balancing Mechanism;
- Communicate the status of the BSC systems;
- Provide administrative assistance to the BSC Panel;
- Provide administrative assistance to the Claims Committee;
- Calculate (for the determination and approval of the Panel) in accordance with BSC Section T1.7 the single imbalance price(s) that shall apply for when the market is not under normal operating conditions;
- Publish the total amount (£) claimed for and the total amount (£) approved by the Claims Committee; and
- Inform BSC Parties of the time and method of cost recovery.

1.2.2 Transmission Company

The Transmission Company shall:

- Provide notification of a Total Shutdown or Partial Shutdown of the Transmission System, and the time and date this occurred;
- Provide notification of re-energisation;
- Communicate the return of the Balancing Mechanism;
- Communicate any circumstances which may affect the calculation of a single imbalance price; and

- Make a final determination whether a return to normal market operations should occur at the ‘Point K’ (the return to normal market operations, refer to Section 2.1 ‘Black Start Recovery Process’ for a detailed definition) as determined by the BSC Panel.

1.2.3 BSC Parties

BSC Parties shall:

- Submit Physical Notifications that are to apply from the return to normal market operations (‘Point K’) onwards;
- Inform the BSCCo if a credit default situation occurs as the result of a FSC direction;
- Inform the Panel of factors relevant to the timing of the recommencement of normal market operations (in response to Panel consultation or otherwise);
- Request time extensions for claims submissions when required;
- Submit claims for Avoidable Costs incurred due to a Black Start instruction and Exceptional Costs incurred due to a Fuel Security Code direction; and
- Withdraw claims from the claims process (if chosen to do so).

1.2.4 BSC Agents

The BSC Agent responsible for the BSC Services shall:

- Communicate the status of the BSC Systems to the BSCCo;
- Send forward contract notification reports informing BSC Parties of their contractual position for Settlement Periods from ‘Point K’ forward prior to the return of normal market operations;
- Apply the single imbalance price to all Settlement Periods affected by the market not being able to run under normal operating conditions;
- Ensure the value of Energy Indebtedness is set to zero / nullified for all Settlement Days affected by the Black Start;
- Provide a revised timetable for system settlement runs, reporting and payments to restore the timetable to normal efficiently and securely; and
- Perform settlement of claims when requested.

1.2.5 The Panel

The BSC Panel shall:

- Determine, after industry consultation, the point to start normal market operations (the calendar day and Settlement Period);

- Determine the methodology, after industry consultation and in accordance with BSC Section T1.7.1A, to be used to calculate the single imbalance price(s);
- Appoint a Claims Committee to process Black Start and Fuel Security compensation claims;
- Make determinations on time-extension requests for the submission of claims and, if required, request further information from the Claimant (BSC Party) regarding time-extension requests (this action could be delegated to the Claims Committee in accordance with the BSC Section B5.1.1).

1.2.6 Claims Committee

The Claims Committee shall:

- Request further information from the Claimant (BSC Party) regarding their claim submission;
- Determine the process required for validating each submitted claim;
- Validate and assess each claim and determine the amount payable to the Claimant (BSC Party);

1.2.7 The Authority

The Authority shall:

- Determine whether any single imbalance price required and proposed by the BSC Panel shall be used;
- For successful claims pertaining to Fuel Security Event periods, determine the time-frame and method of payment to the Claimant (BSC Party); and
- For successful claims pertaining to Fuel Security Event periods, determine the method of cost recovery from the industry.

1.3 Key Milestones

This procedure has the following key milestones:

- The determination of the Settlement Period for when the market is to return to normal operations following a Black Start period;
- The determination of a single imbalance price for when the contingency provisions are in place; and
- The determination of claims for compensation resulting from a Black Start instruction or a Fuel Security direction.

1.4 Balancing and Settlement Code Provision

This BSCP should be read in conjunction with the Code and in particular Sections G, N6.6, R, T1.4 and T1.7.

This BSCP has been produced in accordance with the provisions of the Code. In the event of any inconsistency between the provisions of this BSCP and the Code, the provisions of the Code shall prevail.

1.5 Related BSC Procedures

There are no related BSC Procedures.

1.6 Acronyms and Definitions

1.6.1 Acronyms

The Authority	The Office of Gas and Electricity Markets (ofgem)
BM	Balancing Mechanism
BMRS	Balancing Mechanism Reporting Service
BSC	Balancing and Settlement Code
BSCCo	Balancing and Settlement Code Company
BSCP	Balancing and Settlement Code Procedure
BSUoS	Balancing Services Use of System
CDCA	Central Data Collection Agent
The Code	Balancing and Settlement Code
ECVAA	Energy Contract Volume Aggregation Agent
FAA	Funds Administration Agent
FSC	Fuel Security Code
MIDP	Market Index Data Provider
MRA	Master Registration Agreement
SAA	Settlement Administration Agent
SVAA	Supplier Volume Allocation Agent
TNUoS	Transmission Network Use of System
WD	Working Day

1.6.2 Definitions

Avoidable Cost	Has the meaning given to that term in the BSC Section G2.1.3;
Balancing Mechanism	The processes which allows the Transmission Company to call upon additional generation / consumption or reduce generation / consumption using Bids and Offers submitted by participants and settled under the BSC in order to balance the System minute by minute;
Black Start	Has the meaning given to that term in the Grid Code;
“black start compensation amount”	Has the meaning given to that term in the BSC Section G3.3.2;
Black Start Period	Has the meaning given to that term in the BSC Section G 3.1.3;
Claims Committee	Has the meaning given to that term in the BSC Section B3.5.1;
Energy Indebtedness	Has the meaning given to that term in the BSC Section M1.2.1;
Exceptional Cost	Has the meaning given to that term in the Fuel Security Code;
Fuel Security Code	Has the meaning given to that term in the Transmission Licence;
Grid Code	Has the meaning given to that term in the Transmission Licence;
Partial Shutdown	Has the meaning given to that term in the Grid Code Section OC9.4.2;
Total Shutdown	Has the meaning given to that term in the Grid Code Section OC9.4.1;
Volume Notification	Has the meaning given to that term in the BSC Section P5.1.1 (a);
Working Day	Shall have the same meaning as Business Day.

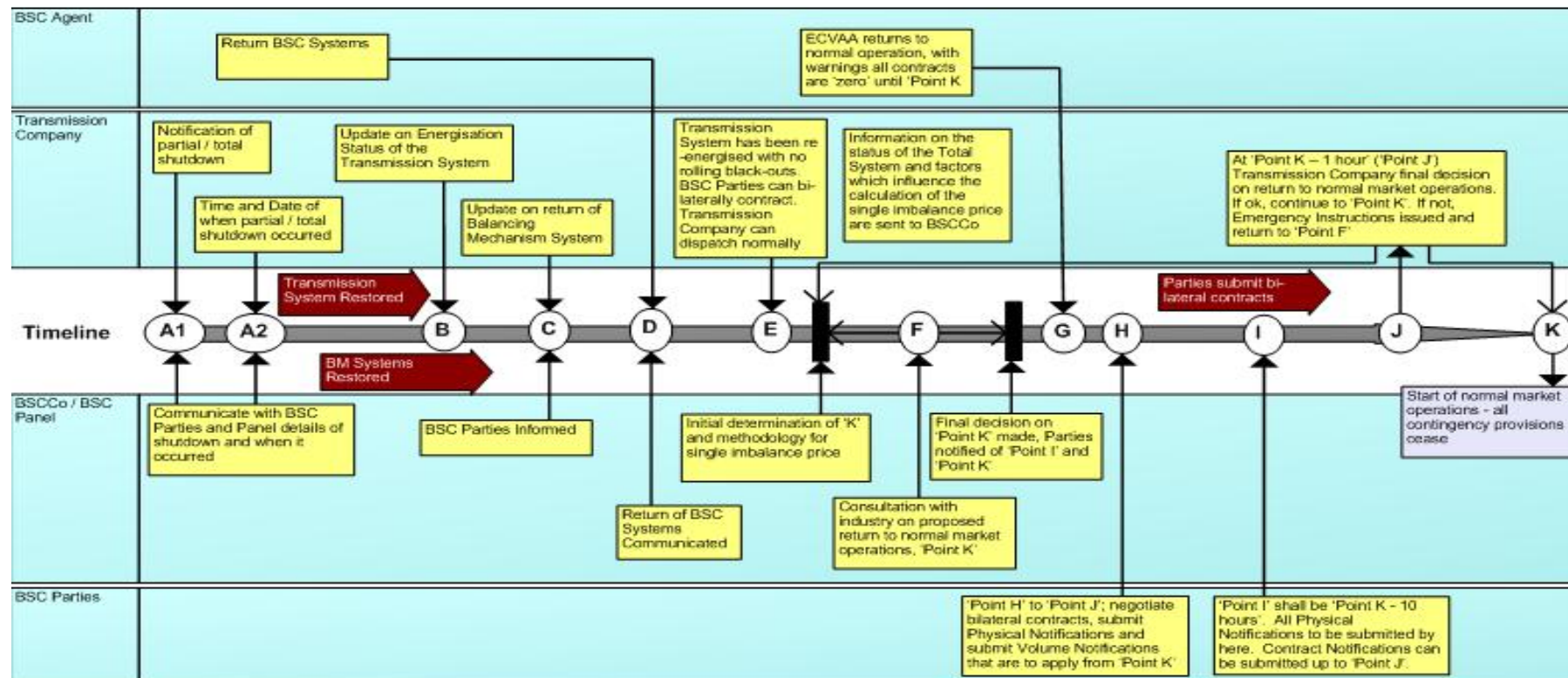
All other defined terms used throughout this document have the meaning given to those terms in the BSC Section X;

2 Market Contingency Recovery Processes

2.1 Black Start Recovery Process

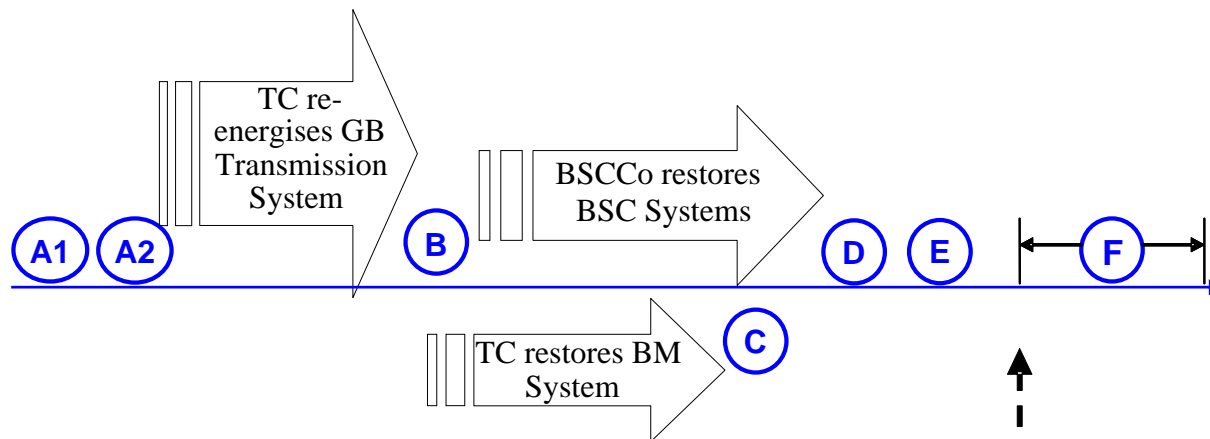
The process to recover from a Transmission System shutdown is explained with reference to the ‘Black Start Recovery Diagram’ and accompanying explanations below. Areas which involve the restoration of the Transmission System fall under the Grid Code and not the BSC. These have been included for completeness.

Black Start Recovery Diagram



Black Start Recovery Diagram Notes

This note should be used alongside the Black Start Recovery Diagram. A simplified Black Start Recovery Diagram has been included below:



Simplified Black Start diagram Points A – F

POINT A1 – Existence of a Black Start Period

- The Transmission Company will contact power stations with the ability to ‘Black Start’, to begin the restoration of the Transmission System. This is not an instruction from the Transmission Company, but rather part of general communication between the Transmission Company and ‘Black Start capable’ power stations.
- The Transmission Company will work towards restoring the Transmission System (period from ‘Point A1’ to ‘Point B’).
- The Transmission Company will inform BSCCo that a Total Shutdown or a Partial Shutdown is in existence and that the market has entered a Black Start Period (the Transmission Company will subsequently inform BSCCo, in its reasonable opinion, of the time and date of the shutdown, known as ‘Point A2’).

- After receipt of the Transmission Company's notification, BSCCo will communicate this to all BSC Parties and BSC Agents as soon as normal communication channels² become available.
- Where data is not available the relevant Settlement Runs will be delayed in accordance with Sections T1.4.2 and T1.4.5 of the BSC. The FAA shall then take appropriate action with regard to the Payment Date in accordance with Section N.6.6 of the BSC.

POINT A2 – Transmission Company declaration of time and date

- Based on their investigations, the Transmission Company will declare the indicative start time and day of the Total Shutdown or the Partial Shutdown to BSCCo.
- After receipt of the Transmission Company's declaration, BSCCo will communicate this declaration as the start of the Black Start Period to all BSC Parties and BSC Agents.

POINT B – Energisation of the Transmission System

- When the Transmission System is energised, the Transmission Company will inform BSCCo.
- BSCCo will pass this information on to BSC Parties, via normal communication channels, with the caveat that the market is still suspended and individuals may not have power, hampering their ability to receive those communications.

POINT C (B to C) – Restoration of the Transmission Company's BM system

- The Transmission Company will work to restore its BM systems, which are capable of communications with Grid Code users. Grid Code users and BSCCo will be informed when the systems have been restored and are therefore available and capable of operation.
- BSCCo will pass this information onto BSC Parties.

POINT D (B to D) – Restoration of BSC Systems

² This is likely to be via email, BSCCo Circular or the posting of information on the BMRS website. Normal communication between BSCCo and the industry might be difficult at the start of the Black Start Period as the Total System will begin to be re-energised and any available communication channels could suffer from congestion/unavailability. Therefore BSCCo may only be able to communicate the commencement of the Black Start Period once the Total System is totally / almost totally re-energised.

- BSCCo will work with BSC Agents to restore the BSC systems. When the BSC systems are restored, BSCCo will inform the BSC Panel and BSC Parties that the BSC systems are available and capable of operating. Refer to Section 2.2 of this BSCP for more detail on the Black Start requirements of the BSC Systems.

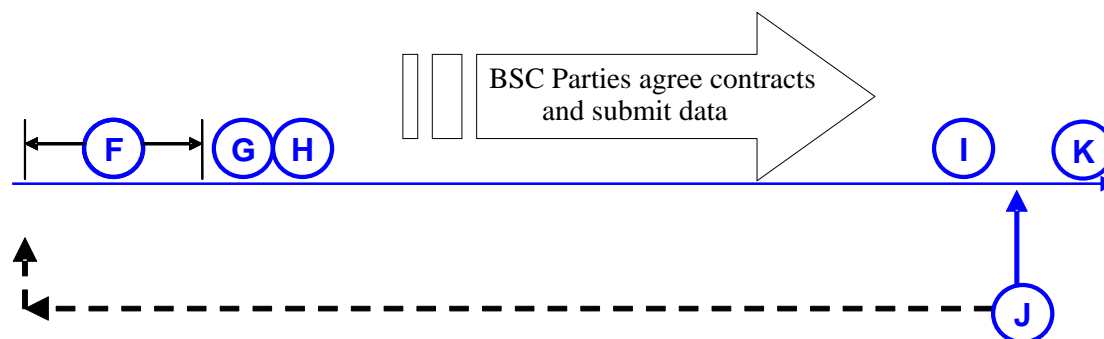
POINT E – Stabilisation of the Transmission System

- At this point, the Transmission System has been re-energised in accordance with OC9.4.7.9; Generators are able to generate sufficient electricity to meet demand and are under instructions of the Transmission Company through the Transmission Company's BM system; and the BSC Systems are available and capable of operating.
- The Transmission Company will inform BSCCo and Grid Code users that, to the best of its knowledge, the events which gave rise to the Black Start no longer exist and the market is capable of normal operation. BSCCo will convey the information contained in these updates to the BSC Panel and BSC Parties via normal communication channels.
- The Transmission Company will inform BSCCo of any events (Settlement Periods affected by Emergency Instructions) which are likely to affect the calculation of a single imbalance price (see Section 3.2 of this BSCP for further details).

POINT F –Panel determination of the return to normal operations

- At the start of 'Point F', the BSC Panel will determine a proposed time and date for normal BSC market operations to resume. This is 'Point K' on the diagram.
- The BSC Panel will consult with BSC Parties, Party Agents, Market Index Data Provider, the Transmission Company, Meter Registration Agent (MRA) and the Authority on the proposed timetable for the resumption of normal BSC market operations.
- Following feedback received during the consultation, the BSC Panel will make a final decision on when normal market operations resume ('Point K'), subject to the Transmission Company's 'Go-Live' confirmation.
- BSCCo will inform all BSC Parties of time of return to normal operation under the BSC ('Point K').
- The Panel are to determine / confirm the methodology to be used in the calculation of the single imbalance price(s) (see Section 3.2 of this BSCP for further details).

Simplified Black Start diagram Points F – K



POINT G: ECVAA returns to normal operations

- The ECVAA will return to normal operations. Therefore Volume Notifications submitted by BSC Parties will be processed and reports issued to BSC Parties. This will include the forward contract report (ECVAA-I022) which is issued daily to each Contract Trading Party summarising notifications received relating to that Contract Trading Party for the next seven days. This will therefore show BSC Parties their contract position at ‘Point G’ + 7 days, with the provision their contract position is ‘zero’ up until ‘Point K’. A warning will be placed on the BMRS to remind BSC Parties that all contract positions are zero until normal market operations resume (at ‘Point K’).

POINTS H – J: Submission of Party Data to the Transmission Company and BSC Systems (Bids and Offers, Volume Notifications and Physical Notifications)

- BSC Parties are to agree their despatch with the Transmission Company through this period.
- It is expected that BSC Parties will begin negotiating bilateral contracts.
- Between ‘Point H’ and ‘Point J’ (‘Point K’ – 1hr) BSC Parties can submit Volume Notifications and Bid-Offer Data in relation to the first and subsequent Settlement Periods after ‘Point K’.
- Between ‘Point H’ and ‘Point I’ (‘Point K’ – 10hrs) BSC Parties should submit Physical Notifications to reflect their required physical position at ‘Point K’.

POINT I: 10 hours to Point K

- This point is 10 hours before normal market operations resume. BSC Parties should use reasonable endeavours to submit all Physical Notifications possible for 'Point K' by now. The Transmission Company will then despatch plant to enable BSC Parties to meet their required physical position at 'Point K'. If a BSC Party submits a revised Physical Notification after 'Point I', it may not be possible for the Transmission Company to despatch the plant in order for the BSC Party to meet this revised position.
- For subsequent Settlement Periods following the start of the normal market operation, BSC Parties should submit BMU data in accordance with BC1 of the Grid Code.

POINT J: Gate Closure for Point K and Final Decision

- The Transmission Company will make a final decision as to whether it believes it is permissible to allow normal BSC operation to resume at 'Point K'.
- If the Transmission Company do not believe it is permissible to restart normal market operations, it will need to submit a set of Emergency Instructions to every BM Unit informing them that BSC normal operation will no longer be re-starting as envisaged, at 'Point K'. In this instance, the Black Start process moves back to 'Point F'. The Panel will propose a new start date and time for normal BSC market operations to resume.

POINT K: End of the Black Start/ restoration of normal market operations

- This is the point at which normal BSC market operations resume.
- At this point, Black Start provisions (Section G) no longer apply. The Balancing Mechanism and all BSC systems are operating normally.
- No specific rules are required for any subsequent Settlement Periods after 'Point K', e.g. Parties can submit revised Physical Notifications up to Gate Closure.

2.2 Restoration of BSC systems

In accordance with the provisions in 3.1.1, the BSC systems will be operated in the following manner:

- a) Continue normal operation of the **BMRS** as far as is possible in the following manner
 - The BMRS would be used to provide industry with updates regarding the status of the Transmission System and other relevant systems;
 - Tibco messages would continue to be issued where possible;
 - A notice would be placed on the BMRS stating that the indicative prices for Settlement Periods during a Black Start Period are not accurate; and
 - When the market returns to normal operation (i.e. point K) the BMRS would continue calculating indicative prices based on actual data received from the Transmission Company.
- b) **ECVAA** should continue operating throughout the Black Start Period, where possible, as follows:
 - Where notifications are submitted, these will be processed and reports sent back;
 - 'Zero' data is sent to the SAA for Settlement Periods within the Black Start;
 - Credit default process switched off and Energy Indebtedness for all Parties set to Zero.
 - Submitted Volume Notifications would be processed in relation to Settlement Periods following point K
- c) **CDCA** to continue normal operations. This would include:
 - Collecting data throughout the Black Start Period where possible.
 - Aggregation runs carried out normally as far as possible.
- d) **SVAA** to continue normal operations as far as possible including:
 - Calculation of Daily Profile Coefficients;
 - Volume Allocation Runs carried out normally as far as possible in accordance with Section R of the BSC.

- e) **SAA** runs would not be carried out until the single imbalance price methodology has been determined by the BSC Panel and prices have been calculated by the BSCCo – see section 3.2
- f) **FAA** Payment runs may be postponed in accordance with Section N6.6 of the BSC.

3 Interface and Timetable Information

Sections of the following processes can run concurrently, and are not necessarily dependent upon the completion of the previous process.

3.1 Black Start Recovery Process – Initial Shutdown to System Capability Restored

The following is a procedure of the Black Start Recovery Process. It begins from when a Total Shutdown or Partial Shutdown occurs and completes when the Transmission System is re-energised, the Transmission Company's Balancing Mechanism is restored and the BSC Systems are capable of normal operation.

The letters in brackets in the 'REF' column correspond to the relevant Point on the Black Start Recovery Diagram in Section 2.1:

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.1.1 (A1)	As soon as possible after a Total Shutdown or Partial Shutdown	Contact relevant Grid Code users with the ability to 'Black Start' to begin the process of restoring power to the Transmission System	Transmission Company	Relevant Grid Code Users	Instruction on starting up Black Start stations	(dependent upon which methods are available at the time)
3.1.2 (A1)	a.s.a.p after 3.1.1	Communicate notification of the Total Shutdown or Partial Shutdown of the Transmission System and that a Black Start has been undertaken	Transmission Company	BSCCo	Energisation status of the Transmission System	(dependent upon which methods are available at the time)
3.1.3 (A1)	a.s.a.p after 3.1.2	Communicate notification of the Total Shutdown or Partial Shutdown of the Transmission System and that a Black Start has been undertaken	BSCCo	BSC Parties BSC Agents The Panel		(dependent upon which methods are available at the time)

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.1.4	a.s.a.p after 3.1.3 and ongoing	Communicate in detail with relevant BSC Agents to confirm what actions are required and when for all affected BSC Systems	BSCCo	SAA BMRA ECVAA FAA		
3.1.5 (A1)	a.s.a.p after 3.1.3	Delay Settlement Runs for Settlement Periods where data is not available or no longer applicable	SAA			
3.1.6 (A1)	a.s.a.p after 3.1.3	The Payment Date for any affected Settlement Dates is to be revised and/or delayed, if required, in accordance with BSC Section N.6.6.	FAA			
3.1.7	a.s.a.p after 3.1.3	Suspend the imbalance price calculation on the BMRS	BMRA			
3.1.8 (A2)	a.s.a.p after 3.1.2	Communicate declaration of the time and date of the Total Shutdown or Partial Shutdown of the Transmission System	Transmission Company	BSCCo	Time and date of the Total Shutdown or Partial Shutdown	(dependent upon which methods are available at the time)
3.1.9 (A2)	a.s.a.p after 3.1.8	Communicate declaration of the time and date of the Total Shutdown or Partial Shutdown of the Transmission System, including the Settlement Period	BSCCo	BSC Parties BSC Agent The Panel	Time and date of the Total Shutdown or Partial Shutdown	(dependent upon which methods are available at the time)

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.1.10 (A2)	a.s.a.p after 3.1.9 and subsequently as required	Credit Assessment Energy Indebtedness (CEI) and Metered Energy Indebtedness (MEI) set to zero for all relevant Settlement Periods within the Black Start period, and Actual Energy Indebtedness (AEI) set to zero for all relevant Settlement Days within the Black Start period.	ECVAA			
3.1.11 (B)	a.s.a.p after 3.1.2	Communicate the energisation status, and, when completed, the full return of, the Transmission System	Transmission Company	BSCCo	Energisation status of the Transmission System	(dependent upon which methods are available at the time)
3.1.12 (B)	a.s.a.p after 3.1.11	Communicate the energisation status of the Transmission System	BSCCo	BSC Parties BSC Agent The Panel	Energisation status of the Transmission System	(dependent upon which methods are available at the time)
3.1.13 (C)	a.s.a.p after 3.1.11	Communicate the availability and capability of the Transmission Company's Balancing Mechanism	Transmission Company	BSCCo	Status of the Transmission Company's Balancing Mechanism	(dependent upon which methods are available at the time)
3.1.14 (C)	a.s.a.p after 3.1.13	Communicate the availability and capability of the Transmission Company's Balancing Mechanism	BSCCo	BSC Parties BSC Agent The Panel	Status of the Transmission Company's Balancing Mechanism	(dependent upon which methods are available at the time)

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.1.15 (D)	a.s.a.p after 3.1.3	Communicate the availability and capability of the BSC Systems	BSC Agent	BSCCo	Status of the BSC Systems	(dependent upon which methods are available at the time)
3.1.16 (D)	a.s.a.p after 3.1.15	Communicate the availability and capability of the BSC Systems	BSCCo	BSC Parties BSC Agent The Panel Transmission Company	Status of the BSC Systems	(dependent upon which methods are available at the time)
3.1.17 (E)	After 3.1.11, 3.1.13 and 3.1.15 are completed	The Transmission System has been re-energised, Parties can generate, the Transmission Company can despatch normally and BSC Systems are capable of operation. Information on the state of the Total System including any circumstances which may affect the calculation of the single imbalance price(s)	Transmission Company	BSCCo	Status of the Total System Settlement Periods containing Emergency Instructions which are likely to affect the historical period for the single imbalance price	Electronic, or other method as agreed

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.1.18 (E)	a.s.a.p after 3.1.17	Communicate information on the state of the Total System and the circumstances which affect the calculation of the single imbalance price (Panel only)	BSCCo	BSC Parties BSC Agents Party Agents The Panel	Status of the Total System Settlement Periods containing Emergency Instructions which are likely to affect the historical period for the single imbalance price (Panel only)	E-mail (through the BSC Systems)

3.2 Black Start Recovery Process – System Capability Restored to Normal Market Operations

The following is the second procedure for the Black Start Recovery Process. It begins from when the System Capability has been restored and this is communicated (reference 3.1.18 of this BSCP) and completes at the return of normal market operation.

The letters in brackets in the 'REF' column correspond to the relevant Point on the Black Start Recovery Diagram in Section 2.1:

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.2.1 (F)	Upon completion of 3.1.18 from this BSCP, or after 3.2.3 or 3.2.17	Determine the proposed time to start normal market operations (the Calendar Day and Settlement Period, 'Point K')	The Panel		Proposed Calendar Day and Settlement Period of return to normal operations	

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.2.2 (F)	After 3.2.1	Where it deems necessary, the Panel shall seek the opinion of the industry on the sustainability of the point to start normal market operations (the Calendar Day and Settlement Period, 'Point K')	The Panel (via the BSCCo)	BSC Parties Party Agents Transmission Company MRASCo MIDP(s) The Authority	Proposed Calendar Day and Settlement Period of return to normal operations	
3.2.3 (F)	After 3.2.2	Make final decision on the point to start normal market operations (the Calendar Day and Settlement Period, 'Point K') ³ If applicable, instruction on the requirements and timing of relevant BSC System reports, including the 7-day forward contract report, is to be communicated If 'Point K' is not achievable, the process shall return to process step 3.2.1	The Panel	BSCCo	Calendar Day and Settlement Period of return to normal operations	

³The Panel shall also determine / confirm 'Point I' and 'Point J' at the same time as the determination for 'Point K' is made.

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.2.4 (F)	After 3.2.3	Communicate the Calendar Day and Settlement Period of return to normal operations	BSCCo	BSC Parties BSC Agents Party Agents Transmission Company MRASCo MIDP(s) The Authority	Calendar Day and Settlement Period of return to normal operations	Electronic, or other method as agreed
3.2.5	After 3.2.3	If required, communicate any instruction on the requirements and timing of relevant BSC System reports, including the 7-day forward contract report	BSCCo	Relevant BSC Agents		
3.2.6 (G)	After 3.2.5	Forward contract report is sent, and if specified, sent in accordance with instructions as per 3.2.3	ECVAA	BSC Parties	ECVAA-I022 'Issue Forward Contract Report'	Electronic, or other method as agreed

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.2.7 (G)	After 3.2.5	Update BMRS with a caveat that all contracts are 'zero' until the point to start Normal Market Operations (the Calendar Day and Settlement Period).	BMRA		Settlement Periods that are also Black Start Settlement Periods	
3.2.8 (H)	After 3.2.4 and, for the first Settlement Period after 'Point K', by 10 hours ⁴ before the return to normal market operations, 'Point I'	Physical Notifications and Bid Offer Data that applies from the point which normal market operations (the Calendar Day and Settlement Period, 'Point K') start and onward are submitted	BSC Parties	Transmission Company	Contractual information	Electronic, or other method as agreed
3.2.9 (H)	After 3.2.4 and, for the first Settlement Period after 'Point K', by 1 hour before the return to normal market operations, 'Point J'	Volume Notifications that apply from the point which normal market operations (the Calendar Day and Settlement Period, 'Point K') start and onward are submitted	BSC Parties	ECVAA	ECVAA-I004 'Receive ECVN' ECVAA-I005 'Receive MVRN'	Electronic, or other method as agreed

⁴ The Panel may adjust the timetable dependent upon advice from industry

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.2.10 (I)	After 3.2.8, 10 hours before return to normal market operations as determined by 3.2.3	Co-ordinate plant despatch, allowing BSC Parties to meet their position at return to normal market operations 'Point K'	Transmission Company	Relevant Grid Code Users	Despatch instructions	Electronic, or other method as agreed
3.2.11 (J)	After 3.2.10, 1 hour ⁵ before return to normal market operations as determined by 3.2.3	Final decision to either go ahead and return to normal market operations or not if this is not practically possible is made	Transmission Company			
3.2.12 (J)	If decision in 3.2.11 is "Yes"	Communicate the decision to return to normal market operations as per the timescale set in 3.2.3	Transmission Company	BSCCo	Affirmative decision on return to normal market operations	Electronic, or other method as agreed

⁵ The Panel may adjust the timetable dependent upon advice from industry

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.2.13 (J)	After 3.2.12	Communicate the decision to return to normal market operations as per the timescale set in 3.2.3	BSCCo	BSC Parties The Panel BSC Agents Party Agents Transmission Company MRASCo MIDP(s) The Authority	Affirmative decision on return to normal market operations Time, date and Settlement Period of return to normal market operations	Electronic, or other method as agreed
3.2.14 (J)	After 3.2.12	Removal of the caveat that all contracts are 'zero' until the point to start Normal Market Operations (the Calendar Day and Settlement Period) from the BMRS If 3.3.8 has not been completed, the imbalance price shall be set to 'zero' for all Settlement Periods within the relevant Black Start period	BMRA		Time, date and Settlement Period of return to normal market operations	
3.2.15 (J)	After 3.2.12	Discontinue the defaulting of CEI and MEI values for all Settlement Periods within the Black Start period to zero and discontinue the defaulting of AEI values for all Settlement Days within the Black Start period to zero	ECVAA		Time, date and Settlement Period of return to normal market operations	

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.2.16 (J)	If decision in 3.2.11 is "No"	Emergency Instructions issued to relevant Grid Code users informing them BSC normal operation will not be starting as per the timescale set in 3.2.3. Communicate the failure to return to normal market operations as per the timescale set in 3.2.3 The Black Start process shall return to 3.2.1 (beginning of 'Point F')	Transmission Company	BSCCo Relevant Grid Code users	Decision on return to normal market operations Emergency Instructions	Electronic, or other method as agreed
3.2.17 (J)	After 3.2.16	Communicate the failure to return to normal market operations as per the timescale set in 3.2.3	BSCCo	BSC Parties The Panel BSC Agents Party Agents Transmission Company MRASCo MIDP(s) The Authority	Decision on return to normal market operations	Electronic, or other method as agreed
3.2.18 (K)	1 hour after 3.2.12	Normal market operations ('Point K') are in place, Black Start Provisions no longer apply ⁶	BSCCo			

⁶ From this point normal rules apply and BSC Parties can submit revised Physical Notifications up to Gate Closure.

3.3 Single Imbalance Price Calculation and Application

This procedure shall be completed as efficiently as is practical at the time to allow Parties visibility of their positions. The letters in brackets in the 'REF' column correspond to the relevant Point on the Black Start Recovery Diagram in Section 2.1:

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.3.1 (F)	After 3.1.18 ('Point E') has been achieved, or as the relevant information comes to hand from the Transmission Company	The proposed methodology to calculate the single imbalance price is determined in accordance with BSC Section T1.7.1A	The Panel		Proposed single imbalance price methodology	
3.3.2	After 3.3.1	Where it deems necessary, the Panel shall seek the opinion of the industry on the proposed methodology to calculate the single imbalance price	The Panel	BSC Parties The Authority Transmission Company	Proposed single imbalance price methodology	Electronic, or other method as agreed
3.3.3	After 3.3.2	Request approval of the single imbalance price methodology in accordance with BSC Section T1.7.2	The Panel ⁷	The Authority	Confirmed single imbalance price methodology	Electronic, or other method as agreed

⁷ Communication between the Authority and the Panel is to be done via the BSCCo.

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.3.4	After 3.3.3	Approve the single imbalance price methodology	The Authority	The Panel	Confirmed single imbalance price methodology	Electronic, or other method as agreed
3.3.5	After 3.3.4	Communicate single imbalance price methodology	BSCCo	BSC Parties BSC Agents The Authority	Confirmed single imbalance price methodology	Electronic, or other method as agreed
3.3.6	After 3.3.5	Apply methodology to calculate single imbalance price(s) ⁸	BSCCo SAA		Confirmed single imbalance price methodology	
3.3.7	After 3.3.6	Circulate and publish ⁹ the single imbalance price(s) and, if required, an interim Settlement Calendar timetable ¹⁰	BSCCo SAA	BSC Parties BSC Panel BSC Agents	Single imbalance price(s) Interim Settlement Calendar	Electronic, or other method as agreed
3.3.8	After 3.3.7	Update BMRS with single imbalance prices	BMRA		Single imbalance price(s)	

⁸ The Panel is to provide instruction on how the single imbalance price(s) shall be applied.

⁹ The BSCCo shall publish the single imbalance prices on its website as soon as is possible as well as circulate the prices to BSC Parties.

¹⁰ Potentially CDCA runs could be affected as well as SAA runs and their timing will also be in the Settlement Calendar. The BSC Agents shall ensure all systems will operate to achieve Settlement Runs.

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.3.9	A minimum of 24 hours after 3.3.8	Begin SAA Settlement Runs including the single imbalance price(s) for Settlement Periods affected by the Black Start period	SAA		Single imbalance price(s) Interim Settlement Calendar	
3.3.10	If 3.3.9 means FAA Payment Runs affected	Complete FAA Payment Runs until timetable is back to 'normal operation'	FAA		Single imbalance price(s) Interim Settlement Calendar	

3.4 Application for Time-Extension to Submit Claim

This procedure should be read in conjunction with Attachment A 1. 'Claims Submission'

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.4.1	Upon completion of 3.2.3 and 3.3.3	A 'Claims Committee' is established in accordance with the BSC Section B3.5, including the membership and Terms of Reference	BSC Panel	BSCCo	Members of the Claims Committee Terms of Reference for the Claims Committee	Post, fax or electronic
3.4.2	Upon completion of 3.4.1	Communicates details of the Claims Committee with the members of the newly established Claims Committee	BSCCo	Claims Committee	Members of the Claims Committee Terms of Reference for the Claims Committee	Post, fax or electronic
3.4.3	Upon completion of 3.4.1	Communicates details of the Claims Committee	BSCCo	BSC Parties	Members of the Claims Committee	Post, fax or electronic
3.4.4	Within 20WD of the end of a Black Start Period or within 60D ¹¹ of the end of a FSC event, or in anticipation of an FSC Event ¹² , or through a lengthened FSC Event	Submit form BSCP201/03 'Request for Black Start Claim or Fuel Security Event Claim Time Extension'	BSC Party	BSCCo	BSCP201/03 'Request for Black Start or Fuel Security Event Claim Time Extension'	Post, fax or electronic

¹¹ Note FSC Claims are to be submitted 60 Days (as opposed to 60 Working Days) after the end of a FSC event.

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.4.5	Upon receipt of 3.4.4	Validate form and additional information before Panel decision	BSCCo	The Panel	BSCP201/03 'Request for Black Start or Fuel Security Event Claim Time Extension'	Post, fax or electronic
3.4.6	Upon receipt of 3.4.5	Determine timeframe for relevant claim submission.	The Panel ¹³	BSCCo	Time-frame required to submit the Claim	Post, fax or electronic
3.4.7	Upon completion of 3.4.6	Communicate decision made in 3.4.6	BSCCo	BSC Party	Time-frame required to submit the Claim	Post, fax or electronic

¹² Claims can only be made by the Lead Party of a BM Unit who has received (i) an Instruction from the National Grid during a Black Start Period or (ii) a Direction from the Secretary of State during a FSC event or in anticipation of a FSC event.

¹³ This process step is to be completed by the Panel in accordance with BSC Section G3.3.1; however this could be delegated to the Claims Committee in accordance with BSC Sections B3.5 and B5.1.1.

3.5 Claim for Compensation Application Process

This procedure should be read in conjunction with Attachment A 1. 'Claims Submission'.

References to 'BSC Party' in this procedure refer to the claimant. Steps 3.5.9 to 3.5.11 in this procedure are for Black Start claims only and steps 3.5.12 to 3.5.16 in this procedure are for Fuel Security Event claims only.

The Authority may provide guidance or directions in the Claim for Compensation Application Process in accordance with BSC Section G2.2.2

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.5.1	Within 20WD of the end of a Black Start Period; within 60D of the end of a FSC event; within an ongoing FSC event; or after the time determined by the Panel in 3.4.6	Submit BSCP201/01 'Black Start Claims Form' and/or BSCP201/02 'Fuel Security Event Claims Form'	BSC Party	BSCCo	BSCP201/01 'Black Start Claims Form' BSCP201/02 'Fuel Security Event Claims Form' Statement of claim Supporting evidence	Post, fax or electronic
3.5.2	Upon receipt of 3.5.1	Validate and analyse BSCP201/01 'Black Start Claims Form' and/or BSCP201/02 'Fuel Security Event Claims Form', the statement of claim and supporting evidence as is possible. Request further information, if required	BSCCo	BSC Party	BSCP201/01 'Black Start Claims Form' BSCP201/02 'Fuel Security Event Claims Form' Statement of claim Supporting evidence	Post, fax or electronic
3.5.3	After 3.5.2, if required	Provide further information, if required	BSC Party	BSCCo	Any relevant information	Post, fax or electronic

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.5.4	Upon completion of 3.5.2 and, if required, 3.5.3	Present the claims data and analysis (where possible) to the Claims Committee	BSCCo	Claims Committee	BSCP201/01 'Black Start Claims Form' BSCP201/02 'Fuel Security Event Claims Form' Statement of claim Supporting evidence	Post, fax or electronic
3.5.5	Upon completion of 3.5.4	Determine process for assessing the claim ¹⁴	Claims Committee		BSCP201/01 'Black Start Claims Form' BSCP201/02 'Fuel Security Event Claims Form' Statement of claim Supporting evidence	
3.5.6	At any time after 3.5.5, if required	Request further information, if required	Claims Committee	BSC Party	Any relevant information	Post, fax or electronic
3.5.7	At any time after 3.5.6, if required	Provide further information, if required	BSC Party	Claims Committee	Any relevant information	Post, fax or electronic

¹⁴ As the scope of each claim could be different, the Claims Committee is to determine the most relevant process for assessing the claims on an individual basis.

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.5.8	In accordance with the timetable set in 3.5.5	Assess the claim and determine the amount (£) of compensation to be paid to the BSC Party.	Claims Committee	BSCCo	BSCP201/01 'Black Start Claims Form' BSCP201/02 'Fuel Security Event Claims Form' Statement of claim Supporting evidence	Post, fax or electronic
3.5.9	Upon completion of 3.5.8, for Black Start claims only	Inform the BSC Party of the decision made by the Claims Committee in 3.5.8	BSCCo	BSC Party SAA	Details of Claims Committee decision	Post, fax or electronic
3.5.10	Upon completion of 3.5.8, for Black Start claims only	Pay the BSC Party the amount determined in 3.5.8 in accordance with BSC Section G3.3.6.	BSCCo	BSC Party	Details of Claims Committee decision	Electronic
3.5.11	Upon completion of 3.5.9, for Black Start claims only	Recover the amount determined in 3.5.8 in accordance with BSC Section G3.3.7	SAA		Details of Claims Committee decision	Electronic
3.5.12	Upon Completion of 3.5.8, for Fuel Security Claims only	Inform the BSC Party, the Transmission Company and the Authority of the decision made by the Claims Committee in 3.5.8	BSCCo	BSC Party Transmission Company The Authority	Details of Claims Committee decision	Post, fax or electronic

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.5.13	Upon completion of 3.5.8, for Fuel Security Claims only	Determine method and timeframe of payment to BSC Party	The Authority	Transmission Company BSCCo	Amount, Method and Timeframe of payment to BSC Party	Post, fax or electronic
3.5.14	Upon completion of 3.5.13, for Fuel Security Claims only	Communicate method and timeframe of payment to BSC Party	BSCCo	The Panel FAA	Amount, Method and Timeframe of payment to BSC Party	Post, fax or electronic
3.5.15	Upon completion of 3.5.8, for Fuel Security Claims only	Determine the method of cost recovery for the claim ¹⁵	The Authority	Transmission Company BSCCo	Amount approved by Claims Committee	Circular, or other method as agreed
3.5.16	Within 2WD of 3.5.15, for Fuel Security Claims only	Inform parties of the method and timeframe of cost recovery	BSCCo	BSC Parties	Method and timeframe of cost recovery	Circular, or other method as agreed
3.5.17	Within 5WD of when final claim pertaining to the relevant period is determined in 3.5.8	Publish the total amount (£) claimed for and the amount (£) approved by the Claims Committee (a total for all Claims)	BSCCo		Amount claimed for Amount approved by Claims Committee	Publish on BSCCo website

¹⁵ The Authority may choose the Transmission Company (under the Grid Code), the BSC or any other method it determines appropriate for cost recovery. If the BSC is chosen to recover costs, refer to BSC Section G 3.3.7 for Black Start period claims.

3.6 Application to Withdraw Claim for Compensation

This procedure can be used by the BSC Party claiming anytime between submitting their claim and the decision made by the Claims Committee.

REF	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
3.6.1	Anytime after 3.5.1 and before 3.5.8	Fill in form BSCP201/04 'Application to Withdraw a Black Start Claim or a Fuel Security Event Claim'	BSC Party	BSCCo	BSCP201/04 'Application to Withdraw a Black Start Claim or a Fuel Security Event Claim'	Post, fax or electronic
3.6.2	Upon receipt of 3.6.1	Validate form and additional information then communicate the claim is being withdrawn	BSCCo	Claims Committee	BSCP201/04 'Application to Withdraw a Black Start Claim or a Fuel Security Event Claim'	Post, fax or electronic

4. Appendices

The following forms are in this BSCP:

- BSCP201/01 ‘Black Start Claim Form’
 - This form must be signed by a Company Director or a Category A Authorised Person.
 - A claim can only be made by the Lead Party of a BM Unit who has received a Black Start Instruction from the Transmission Company.
 - The form BSCP201/01 must be accompanied with a statement of claim and supporting evidence in accordance with Section G3.3.1B of the BSC.
 - The claim must be submitted in accordance with Section 3.2 of this BSCP.

- BSCP201/02 ‘Fuel Security Event Claim Form’
 - This form must be signed by a Company Director or a Category A Authorised Person.
 - A claim can only be made by the Lead Party of a BM Unit who has received an instruction from the Secretary of State (or the Transmission Company on behalf of the Secretary of State) in accordance with the Fuel Security Code.
 - The claim must be submitted in accordance with Section 3.2 of this BSCP.
 - There is further information in Attachment One regarding the submission of a Fuel Security Event Claim Form.

- BSCP201/03 ‘Application for Black Start or Fuel Security Event Claim Time Extension’
 - This form must be signed by a Company Director or a Category A Authorised Person.
 - This form can only be completed by the Lead Party of a BM Unit who has received either a Black Start Instruction from the Transmission Company or an instruction from the Secretary of State (or the Transmission Company on behalf of the Secretary of State) in accordance with the Fuel Security Code.

- BSCP201/04 ‘Application for Black Start or Fuel Security Event Claim Withdraw’
 - This form must be signed by a Company Director or a Category A Authorised Person.
 - This form can only be submitted if BSCP201/01 or BSCP201/02 had previously been submitted.

BSCP201/01	Black Start Claim Form	Black Start Claim Number: _____												
<p><i>(Form completed by Claimant)</i></p> <p>Claimant (name): _____ Date Raised: ____/____/____</p> <p>Company Name / Lead Party BM Unit ID / Role: _____</p> <p>Address: _____</p> <p>Telephone: _____ Fax: _____ Email: _____</p>														
<p>Director's / Category A Authorised Person's Certification of Claim</p> <p>Authorised By: _____ Signature: _____ Date: _____</p>														
<p>Please complete the following section as appropriate and attach additional evidence:</p> <p>Black Start Period being claimed for:</p> <p>From ____/____/____ Settlement Period: ____ To ____/____/____ Settlement Period: ____</p> <p>BM Unit ID(s): _____ Lead Party Name: _____</p> <p>Total Amount Claimed for: £ _____</p> <p>Description of Transmission Company Black Start instruction received in relation to the BM Unit ID(s):</p> <p>_____</p> <p>_____</p> <p>Summary of Attached Evidence: _____</p> <p>_____</p> <p>_____</p> <p>Number of Attachments: _____ Number of Pages with submission (incl this page): _____</p> <p>Does this Claim require an Interim Payment¹⁶? (Yes/No) _____</p> <p><u>Details of Cost (supporting evidence must be provided for each Settlement Period)¹⁷:</u></p> <p>Total Normal Exports: _____ Exports During Period: _____ Change (in MWh): _____</p> <p>Total Normal Imports: _____ Imports During Period: _____ Change (in MWh): _____</p> <p><u>Avoidable Costs incurred during the Black Start period (evidence must be produced):</u></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">Cost Category</th> <th style="width: 25%;">Fuel</th> <th style="width: 25%;">Plant & Apparatus</th> <th style="width: 25%;">Other Operational Costs</th> </tr> </thead> <tbody> <tr> <td>Amount (£)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Evidence (Y/N)</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Cost Category	Fuel	Plant & Apparatus	Other Operational Costs	Amount (£)				Evidence (Y/N)			
Cost Category	Fuel	Plant & Apparatus	Other Operational Costs											
Amount (£)														
Evidence (Y/N)														

¹⁶ If this claim is for an interim amount as part of an on-going Black Start Period, any amount approved cannot be claimed for as part of the final claim.

¹⁷ The Calculation for the "black start compensation amount" is as per Section G 3.3.2 of the BSC. Supporting evidence is required.

Fuel Security Event Claim Form

BSCP202/02

Fuel Security Claim Number: _____

(Form completed by Claimant)

Claimant (name): _____ Date Raised: ____/____/____

Company Name / Lead Party BMU ID / Role: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Director's / Category A Authorised Person's Certification of Claim

Authorised By: _____ Signature: _____ Date: _____

Please complete the following section as appropriate and attach additional evidence:

Fuel Security Event Period:

From ____/____/____ Settlement Period: ____ To ____/____/____ Settlement Period: ____

BM Unit ID(s): _____ Site Name: _____

Total Amount Claimed for: £ _____

Description of Secretary of State (or Transmission Company) direction received in relation to the BM Unit ID(s):

Summary of Attached Evidence: _____

Number of Attachments: _____ Number of Pages with submission (incl this page): _____

Does this Claim require an Interim Payment¹⁸? (Yes/No) _____

Details of Exceptional Costs¹⁹ incurred during the Fuel Security Code period (evidence must be produced):

Cost Category	Fuel	Insurance	Financing	Overhead	Emission
Amount (£)					
Evidence (Y/N)					

Cost Category	Damages	Industry Charges	Other Costs	Total Claimed
Amount (£)				
Evidence (Y/N)				

¹⁸ If this claim is for an interim amount, for costs incurred to date, any amount approved cannot be claimed for as part of the final claim.

¹⁹ Details of what constitutes each Cost Category for a Fuel Security event can be found in Attachment A of this BSCP.

BSCP201/03

Application for Time Extension to Submit Claim

(Form completed by Claiming Party)

Claimant (name): _____ Date: ____/____/____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Director's / Category A Authorised Person's Certification of Claim

Authorised By: _____ Signature: _____ Date: _____

Black Start / Fuel Security Period Details:

Period: From ____/____/____ Settlement Period ____ To ____/____/____ Settlement Period ____

BM Unit ID(s): _____ Site Name: _____

Description of the Black Start instruction or FSC direction received in relation to this BM Unit ID(s):

Response: _____

The additional time (beyond the time already allowed) required to submit a completed claim:

Therefore by close of business on which date will you be submitting your completed claim: _____

What is the justification/evidence as to why you require this additional time to complete the submission of your claim Reason:

(Completed by BSCCo after recommendation by Panel)

Deadline for completed claim: _____

Claim to be Received By Date: ____/____/____ BSCCo representative: _____

Panel Decision Date: ____/____/____ BSCCo signature: _____

Application to Withdraw a Black Start period Claim or a Fuel Security Code event Claim

BSCP201/04

(Form completed by Claiming Party)

Claimant (*name*): _____ Date: ____/____/____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Director's / Category A Authorised Person's approval for withdrawal:

Authorised By: _____ Signature: _____ Date: _____

Claim Number (if known): _____ (the Details section is not necessary if Claim Number is known)

Black Start Period / Fuel Security Details:

Period: From ____/____/____ Settlement Period ____ To ____/____/____ Settlement Period ____

BM Unit ID: _____ Site Name: _____

Description of Transmission Company Black Start instruction or Fuel Security Code Direction received in relation to this BM Unit ID: _____

Response: _____

Reason for Withdrawal: _____

(Completed by BSCCo after recommendation by Panel)

Claim Withdrawal approved? (Yes/No): _____

Date of Withdrawal: ____/____/____ BSCCo representative: _____

Panel Decision Date: ____/____/____ BSCCo signature: _____

Attachment One: Guidance

This section of the BSCP is for guidance only. It provides some interpretation of the legislation and is available to help BSC Parties and the Claims Committee determine their best course of action in what is likely to be an unusual situation.

1 Claim Submission

A FSC Costs

The following Cost Headings are to be used for FSC claims: Fuel Costs, Insurance Costs, Financing Costs, Overhead Costs, Maintenance Costs, Emission Costs, Damages, Industry charges and Other Costs.

The cost headings below are a list of areas which can comprise 'Exceptional Costs' required for Generator operation in accordance with an FSC period, and therefore appropriate for inclusion in a FSC Exceptional Cost claim.

These areas can be used to facilitate the handling of claims by the Claims Committee, and might also be the areas for which specialist sub-committee(s) may be formed and employed to advise the Claims Committee in validating claims.

This list is not exhaustive (the 'Other Costs' section can be used when uncertain). There is no ability for a claimant to 'double recover' any of these costs; if they are able to trade commercially and do so, any income received should be used to offset the claimant's costs prior to making any claim under the provisions of the FSC. Claim items may include:

- Fuel costs (including purchase, freight/transportation, storage, handling and use e.g. any changes to fuel efficiency arising from operating in accordance with the FSC);
- Insurance costs (including proportion of current insurance costs applied to the period in question as well as any increase in those costs arising due to the FSC period being invoked and/or resultant claim submissions, as appropriate);
- Financing costs (costs associated with funding the power station(s), via banking loan and/or via shareholder funds, using a reasonable rate of return/risk assessment);
- Overhead costs (cost of running the power station(s), including those associated with staffing e.g. overtime payments, and ancillary supplies, rent,);
- Maintenance costs (costs associated with day-to-day operation, ongoing maintenance and wear & tear of plant/specific apparatus);
- Damages (losses in respect of damage to property e.g. plant/apparatus or death/injury to persons);
- Emissions costs (cost of purchasing various emissions allowances, e.g. CO₂, NO_x and SO_x, needed to operate the power station(s));

- Industry charges (including proportion of current TNUoS and BSUoS charges applied to the claim period, and any additional charges arising from the FSC period being invoked and/or resultant claim submissions, as appropriate); and
- Other costs (any additional costs necessarily and properly incurred in good faith and on a basis consistent with commercial practices and procedures that were normal and prudent, after all reasonable efforts had been made to establish that no practicable alternative action (or inaction) was available at lower cost).

To assist the Claims Committee (and any sub-committee(s) established) with the handling of Black Start Period claims, claimants should also breakdown their claim costs into their constituent parts using the following headings: “Fuel”, “Plant & Apparatus”, “Emissions”, “Industry Charges” and “Others”.

B Interim Payments

Interim payment sums (£) can be agreed by the Claims Committee only for Exceptional Costs (arising from complying with an FSC Direction received by the Claimant) which have been incurred (up to the date of the interim claim submission) throughout a FSC anticipation period or during a FSC period. The Claims Committee do not manage payment of that claim. BSC Parties are advised to ensure submitted claims are easy to validate if they require swift determination by the Claims Committee.

Payment received as an interim payment cannot be claimed for again as part of the final claim; i.e. double recovery is not permitted.

The interim (claims) payment process for claims arising from costs incurred (up to the date of the interim claim submission) during a Black Start Period, during a FSC event or in an anticipation of a FSC event is to be exactly the same process as for the ‘final’ claims process for similar claims for these three examples. The purpose is so claims for interim payment can be assessed and approved for BSC Parties to make claims where cash-flow might be an issue, but any BSC Party can claim if they so desire. However the process of assessing the claim as determined by the Claims Committee will not change.

Claimants are reminded that claims, for interim (or indeed final) payment, can only be for those costs:

- defined in the BSC as “Avoidable Costs” for a Black Start Period; or
- defined in the FSC as “Exceptional Costs” for FSC events

where:

- the Lead Party of the BM Unit concerned has received a Black Start instruction or FSC direction (as the case may be) which gave rise to those costs being incurred; and
- those costs have actually been incurred by that Lead Party of the BM Unit up to the date of the interim claims submission.

Claimants are to submit details of any interim payment made as support to their final claim.

BSC Parties who wish to receive prompt determination by the Claims Committee of their interim claims (which could facilitate them receiving prompt payment) are advised to send in these claims with evidence which is easily assessable and understood, and attach a note requesting a quick resolution. For example, during a FSC event a BSC Party could submit multiple claims for fuel costs as interim payments, then claim for insurance and financing costs for the entire event once it has ended.

Notes:

- i) The 20 day claim submission time-frame for Black Start Periods and the 60 day claim submission time-frame for FSC events do not apply for claims submitted for interim payments during an on-going Black Start Period, FSC event or anticipation period for a FSC event. Only when these periods/events end do the claims time-frames apply (for making the final claims application).
- ii) The Claims Committee is not responsible for ensuring any Payment is made. The Claims Committee can only determine that a claim is valid for payment.
- iii) No costs claim for interim payment can be made for costs which may (or will) be incurred at a future date.

2 Procedures for the Claims Committee

A Role of the Claims Committee and Experts

The membership of any Claims Committee will be appointed by the BSC Panel and may contain members of the BSC Panel but does not have to (i.e. the Claims Committee could be the BSC Panel, a sub-set of the BSC Panel, or have no direct BSC Panel Members' involvement).

The BSC Panel or a Claims Committee may employ expert / technical / specialist sub-committees to advise or to assist it in determining a claim.

The Claims Committee discharges the responsibilities ascribed to the BSC Panel in section G of the Code, the FSC and FSC Guidance (the last two documents being those published by DECC on behalf of the Secretary of State, as amended from time to time).

The Claims Committee can establish (a) one, or a number of, expert/technical/specialist sub-committee(s) to which the Claims Committee can delegate consideration of claims to and / or (b) advisory groups/individuals to assist the Claims Committee in determining the validity of claims. Specifically in relation to FSC claims only, establishment of any sub-committee(s) are subject to the Authority not disapproving (i.e. sub-committee(s) will be established unless the Authority notifies the Claims Committee of its specific disapproval); note this applies to establishment only, sub-committee (or indeed the Claims Committee) membership is not subject to Authority approval.

Note that an expert or number of experts can be co-opted directly onto the Claims Committee. In such a case they become Claim Committee members rather than advisory experts.

Sub-committee(s) can potentially perform the bulk of claim validation work, particularly if the volume and complexity of claims was significant (e.g. due to a lengthy FSC period affecting all / many BSC Parties). Thus sub-committee(s) might be established, depending on

the volume of claims etc, to look at the main (technical/specialist) aspects of all the claims received. These might be, for example, 'Fuel Costs', 'Insurance', 'Financing', 'Overheads', 'Emissions', 'Damages', 'Industry Charges' and 'Other Costs'. In other words, under this example, all the 'Fuel Costs' aspects of all the individual claims received would go to the 'Fuel Costs' sub-committee for validation, with this sub-committee membership being drawn from those persons whom the Claims Committee believed to be competent in the field of 'Fuel Costs'.

The role of sub-committee(s) can be to validate aspects of claims that fall under their specialist area of knowledge/expertise and advise the Claims Committee accordingly of their conclusions. The onus is on the claimant to supply sufficient evidence to the Claims Committee to enable it (or any sub-committee etc., that they establish to assist them) to carry out their duties. The role of the Claims Committee (and any sub-committee(s) supporting it) is to verify (and adjust as necessary) claims and determine the amount (£) of compensation to be paid to the BSC Party making the claim in question. In accordance with this sub-committee(s) would not actively gather evidence but would engage only in verification of evidence submitted. However, if the evidence submitted by the claimant is, in the opinion of the sub-committee(s) (or the Claims Committee itself) insufficient to carry out its duties it may, if it wishes, ask the Claims Committee to seek such additional information from the claimant as, in the reasonable opinion of the sub-committee(s) (or the Claims Committee itself), it believes would be sufficient to complete its duties.

The Claims Committee is to make a judgement of the need to employ expert sub-committee(s) based on the need for specialist expertise and knowledge in relation to particular claim(s) and the need to delegate due to the volume of claims. The Claims Committee is to be mindful of the need to maintain the efficiency of the process by minimising the number of sub-committee(s) involved

B Role of BSCCo and the Claims Committee

BSCCo are to provide the Claims Committee with any administrative support and are to provide any requested information.

BSCCo are to provide to the Claims Committee:

- Any administrative and secretarial support necessary to assist the Claims Committee; and
- Any supporting information it requests which is available to BSCCo (e.g. Metered Volume data).

C Confidentiality

Meetings of the Claims Committee are to be held in closed session to ensure confidentiality.

As well as the Claims Committee and (if invited) any sub-committee(s) members or experts, the Authority and DECC are free to attend meetings in an observational capacity. Relevant persons (e.g. representatives of claimants) can be invited to attend only for the consideration of particular claims, as deemed necessary by the Claims Committee.

Information submitted by claimant as part of a claim (or in response to a request from the Claims Committee) is to be treated as confidential by the Claims Committee.

Following the claims validation process, information held by the Claims Committee shall be destroyed after a period of time previously determined by the Claims Committee (and that date would be published to industry). For example, this time period may align with a time period permitted for appeal of the Credit Committee's determination.

3 Draft Terms of Reference for the Claims Committee

This document is a draft set of terms of reference for a Claims Committee established for the purpose of determining claims for compensation for certain losses incurred in relation to a Black Start Period or Fuel Security Code direction under the BSC. This document is provided for guidance only. It was developed in consultation with the modification groups for Modifications P231 and P232, which looked at the BSC procedures surrounding such events. The Panel retains the discretion whether or not to establish any such Claims Committee and the form any such Committee would take.

Unless otherwise stated, words and expressions used in these Terms of Reference shall have the meanings attributed to them under the Balancing and Settlement Code (BSC). References to Sections are to Sections of the BSC.

1. ESTABLISHMENT AND PURPOSE

1.1 Establishment

1.1.1 A Panel Committee has been established by the Panel pursuant to Section B5.1.1.

1.1.2 The Committee is known as the Claims Committee.

1.1.3 The Claims Committee has been established in order to discharge the Panel's functions under Sections G3 and G5 as further described in these Terms of Reference.

1.1.4 For the purposes of Section B5.5.1(a), the Panel has delegated its decision-making functions under Sections G3 and G5 to the Claims Committee, as further described in these Terms of Reference, and accordingly, for the purposes of the Code:

(a) decisions of the Claims Committee under these Terms of Reference are binding on Parties;

(b) [there is no right of reference or appeal to the Panel in respect of any decision of the Claims Committee] - to be determined by the Panel at the time ; and

(c) the Panel is not responsible for overseeing or reviewing any decision of the Claims Committee.

1.1.5 The Claims Committee shall remain in existence until such time as it has discharged its functions as described in these Terms of Reference or, if sooner, until the Panel determines that it shall cease to be established.

1.2 *Role and Objectives*

1.2.1 *The Claims Committee is established in order to consider and determine black start compensation amounts pursuant to Section G3 and Exceptional Costs pursuant to Section G5.*

1.2.2 *The Claims Committee shall discharge all the functions of the Panel as set out in Sections G3 and G5 save that powers in relation to the establishment of the Claims Committee, the appointment, dismissal and replacement of Claims Committee members, the designation of the Claims Committee Chairman, the determination of the Claims Committee's Terms of Reference and any subsequent changes to the same shall remain powers of the Panel.*

1.2.3 *The Claims Committee shall not have any powers, functions or duties by virtue of the Panel's delegation of functions as described in these Terms of Reference save as set out in these Terms of Reference.*

2. *COMPOSITION*

2.1 *Membership*

2.1.1 *The Claims Committee is to comprise [X] members.*

2.1.2 *The Panel may replace any member of the Claims Committee at any time if, in the Panel's opinion, such member is unwilling or unable to carry out his or her duties in accordance with these Terms of Reference.*

2.2 *Chairman*

2.2.1 *The Panel has appointed [X] to be the chairman of the Claims Committee (the 'Chairman').*

2.2.2 *If, at any time, such person is unwilling or unable to act as the Chairman and/or as a member of the Claims Committee for whatever reason, such person shall cease to be a member of the Claims Committee and the Panel shall appoint a new member (being a person with similar skills and qualifications, where possible) in place of such member, and that new member shall be appointed as the Chairman.*

2.2.3 *In addition to his responsibilities as a member of the Claims Committee, the Chairman shall be responsible for the matters described in paragraph 5.2 (and, for the purposes of Section B5.1.4 and B5.5.1(a), the Panel expressly requires and permits the delegation of those functions to the Chairman).*

2.3 *Secretary*

2.3.1 *There shall be a secretary to the Claims Committee (the 'Secretary') who shall be a person nominated and provided by BSCCo and approved by the Chairman from time to time.*

2.3.2 *The Secretary shall provide such administrative and secretarial support to the Claims Committee and the Chairman as the Claims Committee and the Chairman may require.*

3. *DUTIES*

3.1 *Claims Committee*

3.1.1 *The Claims Committee shall act in accordance with these Terms of Reference (as modified from time to time by the Panel).*

3.1.2 *In accordance with Section B5.3.1, the provisions of Section B1.2 shall apply to the Claims Committee in the conduct of its business as it applies in relation to the Panel and to the extent applicable to functions of the Claims Committee.*

3.1.3 *The Claims Committee shall not act as an expert or an arbitrator and the Arbitration Act 1996 shall not apply to the determination of any claims pursuant to Sections G3 and G5.*

3.2 *Members*

3.2.1 *Each member of the Claims Committee shall act impartially and shall not be representative of, and shall act without undue regard to, the particular interests of any particular person or class of persons (including his employer).*

3.2.2 *Each member of the Claims Committee shall disclose to the Panel from time to time any interests of such member which constitute, in such member's reasonable opinion, an actual or perceived conflict of interest in the discharge of its functions as a member of the Claims Committee, and the Panel shall determine whether such member may continue to hold office or whether to replace such member.*

3.2.3 *The Panel may require confirmation from any member of the Claims Committee and/or his employer in terms equivalent to those set out in Section B2.8.2.*

3.2.4 *Unless otherwise agreed by the Panel, a member of the Claims Committee shall not be entitled to appoint an alternate or otherwise delegate any of its responsibilities as a member of the Claims Committee to any other person.*

3.3 *Chairman*

3.3.1 *Where the Chairman is assigned functions under these Terms of Reference, the provisions of paragraphs 3.1 and 3.2 shall apply to the Chairman in the discharge of those functions, as if references to the Claims Committee were references to the Chairman.*

4. *REMUNERATION AND LIABILITIES*

4.1 *Remuneration*

4.1.1 *Each member of the Claims Committee shall be entitled to be paid by BSCCo such remuneration, benefits and expenses as may be included in its terms of engagement with BSCCo.*

4.1.2 *For the avoidance of doubt, any payments by BSCCo pursuant to paragraph 4.1.1 shall be BSC Costs.*

4.2 *Liabilities and indemnities*

4.2.1 *BSCCo shall indemnify and keep indemnified each member of the Claims Committee and the Secretary (as an 'indemnity beneficiary') in accordance with Section B2.9.1.*

4.2.2 *The provisions of Section B2.9 shall apply to each member of the Claims Committee and the Secretary (as an 'indemnity beneficiary').*

5. **POWERS AND FUNCTIONS**

5.1 *Claims Committee*

5.1.1 *The Claims Committee shall discharge the functions assigned to the Panel under Sections G3 and G5 save for:*

(a) *those matters which are reserved to the Panel as set out in paragraph 1.2.2(a) and (b) above; and*

(b) *those matters which are assigned to the Chairman as set out in paragraph 5.2 below.*

5.1.2 *Without prejudice to the generality of the foregoing, the functions of the Claims Committee shall include the following:*

(a) *considering and determining such claims for black start compensation amounts and Exceptional Costs as have been validly made in accordance with Sections G3 and G5 and the relevant BSCP;*

(b) *determining what are Avoidable Costs in accordance with Section G2;*

(c) *determining what are Exceptional Costs in accordance with the meaning ascribed to that term in the Fuel Security Code for the purposes of Section G5;*

(d) *implementing the procedures ascribed in Section G3 and G5 and the relevant BSCP for compensation claims for black start compensation amounts and Exceptional Costs; and determining and implementing such further detailed procedures, guidance and indicative timetables, consistent with such procedures, for the conduct of such claims as it sees fit; and*

(e) *providing reasons in writing for the determination of each claim.*

5.1.3 *The Claims Committee may do anything necessary for or reasonably incidental to the discharge of the functions assigned to it under these Terms of Reference.*

5.1.4 *Without prejudice to the generality of the foregoing, for the purposes of discharging its functions hereunder (and not for any other purpose):*

(a) *the Claims Committee may use and disclose such data as it sees fit, subject to and in accordance with Section B3.3, and for these purposes, the Panel's decision-making powers under Section B3.3 are delegated to the Claims Committee and further delegated to the Chairman as set out in paragraph 5.2 below; and*

(b) the Claims Committee may request BSCCo to procure such expert or external advice and assistance as it considers appropriate.

5.1.5 Subject to the delegation of certain functions to the Chairman as set out in paragraph 5.2 below, the Claims Committee shall not further delegate to any person any of its powers, responsibilities and functions save as expressly permitted by the Code or the Panel (but without prejudice to paragraph 5.3).

5.1.6 The Claims Committee shall endeavour to determine all claims in a timely fashion.

5.2 Chairman

5.2.1 In addition to his duties as a member of the Claims Committee, the Chairman shall be responsible for the following functions:

(a) scheduling meetings of the Claims Committee (as he sees fit or as requested by any other member of the Claims Committee);

(b) setting the agenda for and chairing meetings of the Claims Committee;

(c) deciding the application of procedural rules to individual claimants and claims and determining any procedural issues relating to individual claims (within the parameters of the BSC and relevant BSCP, and within the parameters of any more detailed procedures established by the Claims Committee) including any variation or extension of time;

(d) determining the grouping of claims and the order in which they should be considered by the Claims Committee;

(e) determining whether other persons should attend meetings of the Claims Committee and where appropriate inviting such persons to attend and speak at any meeting;

(f) taking such other steps and determining such other matters or queries as may be ascribed to the Chairman; and

(g) determining such other procedural or ancillary matters and queries at any stage as may be necessary to ensure the proper, timely and efficient conduct of claims.

5.2.2 Where the Chairman is to discharge any function assigned to him as Chairman pursuant to paragraph 5.2.1, it shall not be necessary to hold a meeting of the Claims Committee for that purpose (except in the case of chairing meetings of the Claims Committee).

5.2.3 Where a function of the Chairman is the determination of a matter, the Chairman shall record any decision made by him in the exercise of such functions and shall report such decisions to the next meeting of the Claims Committee.

5.2.4 The decision of the Chairman in relation to any matters or queries to be determined by the Chairman pursuant to this paragraph 5.2 shall be final and binding on Parties, the Claims Committee and the Panel.

5.3 BSCCo

5.3.1 *In addition to any functions assigned to BSCCo under Sections G3 and G5, BSCCo shall:*

- (a) provide or arrange for the provision of such facilities, resources and other support as may be required by the Claims Committee and/or the Chairman to enable them to discharge their respective functions as described in these Terms of Reference;*
- (b) provide secretarial and administrative services in connection with meetings of the Claims Committee;*
- (c) at the request of the Claims Committee or the Chairman, procure such expert or external advice and assistance as may be so requested; and*
- (d) keep BSC Parties informed of the operation of the Claims Committee, including the publication of data on the determinations of the Claims Committee, as it sees fit to disclose in accordance with Section B3.3.*

6. *PROCEEDINGS*

6.1 *General*

6.1.1 *Subject to the matters prescribed in paragraph 6.2 below, the Claims Committee shall determine the manner in which the proceedings and business of the Claims Committee shall be conducted (including the frequency and convening of meetings, the circulation of Claims Committee papers and the minuting of meetings) and, for the purposes of Section B5.4, the provisions of Section B4 (in relation to the Panel) shall not apply to the Claims Committee.*

6.1.2 *Any decision as to application of Section B4.5.1 to Claims Committee meetings shall be made by the Chairman in accordance with Section B4.5.2.*

6.2 *Prescribed matters*

6.2.1 *Any matter of the Claims Committee to be decided shall:*

- (a) be put to the vote at the request of any member of the Claims Committee; and*
- (b) be decided by simple majority vote (and, for these purposes, each member shall hold one vote).*

6.2.2 *A resolution in writing signed by or on behalf of all the Claims Committee members in respect of any business of the Claims Committee shall be valid and effectual as if it had been agreed to at a duly convened meeting of the Claims Committee.*

6.3 *Attendance*

6.3.1 *Subject to paragraphs 6.3.2 and 5.2.1(e), all meetings of the Claims Committee shall be held in closed session.*

6.3.2 *The Authority shall be entitled to receive notice of, and to appoint one or more representatives to attend and speak, but not vote, at any meeting of the Claims Committee.*