

ANNEX S-1: PERFORMANCE LEVELS AND SUPPLIER CHARGES**SUMMARY PAGE**

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ANNEX S-1: PERFORMANCE LEVELS AND SUPPLIER CHARGES

1. GENERAL

1.1 Introduction

1.1.1 This Annex S-1 forms a part of Section S.

1.1.2 This Annex S-1 sets out:

- (a) the Menu of Supplier Charges (including Performance Levels and Supplier Charges); and
- (b) payment arrangements in respect thereof.

1.2 Interpretation

1.2.1 In this Annex S-1, unless the context otherwise requires:

- (a) references to a Performance Level or Serial shall be to a Performance Level or (as the case may be) Serial as specified in [paragraph 2](#) or [3](#) respectively;
- (b) references to a Metering System shall be to a SVA Metering System;
- (c) references to the term "**for which a Supplier is responsible**" when used in relation to a particular Metering System or Metering Equipment shall mean the relevant Metering System or (as the case may be) Metering Equipment in relation to which the Supplier is registered with a Supplier Meter Registration Agent including for the avoidance of doubt a Metering System for which the Supplier is treated as Registrant pursuant to [Section K7.1.3\(a\)\(ii\)](#);
- (d) references to a paragraph shall be to a paragraph of this Annex S-1;
- (e) the acronyms employed in the formulae and other algebraic expressions shall bear the respective meanings set out in [Annex X-2](#);
- (f) the subscripts and summations used in the formulae shall bear the respective meanings set out in [Annex X-2](#); and
- (g) references to the Menu of Supplier Charges are to [paragraphs 2](#) and [3](#) of this Annex S-1.

1.2.2 For the purposes of this Annex S-1:

- (a) "**Applicable Settlement Period**" means, in relation to any month, a Settlement Period in respect of which the relevant Volume Allocation Run for Supplier Volume Allocation is carried out in that month;
- (b) "**Applicable Settlement Day**" means, in relation to any month, a Settlement Day in respect of which the relevant Volume Allocation Run for Supplier Volume Allocation is carried out in that month.

1.3 Acknowledgement by Parties

- 1.3.1 Each of the Parties acknowledges and confirms that each of the charges set out in the Menu of Supplier Charges represents a genuine pre-estimate of the loss likely to be suffered by other Parties as a result of a failure by a Supplier to meet the applicable Performance Level and is reasonable in all the circumstances.
- 1.3.2 Each of the Parties further acknowledges and confirms that the charges set out in the Menu of Supplier Charges constitute the sole remedy of a Party in respect of any claim for damages for any losses arising from any failure by a Supplier to meet the applicable Performance Level or Serial.
- 1.3.3 Nothing contained in this [paragraph 1.3](#) shall be construed so as to limit a Party's ability to seek any other form of remedy (such as specific performance or injunctive relief) in respect of a Supplier's failure to meet a Performance Level or Serial, subject to [Section C](#).

2. PERFORMANCE LEVELS

2.1 Compliance with performance levels

- 2.1.1 Each Supplier shall, without prejudice to its other obligations pursuant to [Section S](#) and elsewhere, comply with the Performance Levels set out in the Menu of Supplier Charges.
- 2.1.2 Each Supplier acknowledges that the Performance Levels represent the minimum requirements to be achieved.
- 2.1.3 In the Menu of Supplier Charges compliance with the Performance Levels set out in [paragraphs 2.2 to 2.5](#) (both inclusive) shall be measured separately by reference to each GSP Group and not by reference to all GSP Groups.

2.2 Energy and Metering Systems on Annual Advances and Actual Readings at Each Volume Allocation Run - Serial SP08

- 2.2.1 In relation to each GSP Group, the percentage of total energy attributable to a Supplier in respect of Non Half Hourly Metering Systems settled on the basis of Annualised Advances for each Settlement Day shall be not less than the percentage set out in the table below against the applicable Volume Allocation Run:

Volume Allocation Run	Performance Level
Initial Volume Allocation Run	n/a
First Reconciliation Volume Allocation Run	30%
Second Reconciliation Volume Allocation Run	60%
Third Reconciliation Volume Allocation Run	80%
Final Reconciliation Volume Allocation Run	97%

2.2.2 For the purpose of [paragraph 2.2.1](#):

- (a) the percentage of total energy attributable to a Supplier settled on the basis of Annualised Advances shall be calculated in accordance with the following formula:-

$$\times 100$$

where:-

A_{HZ} means $\sum_{N(AA)} \sum_j (C_{iNj} + CLOSS_{iNj})$; and

E_{HZ} means $\sum_{N(EAC)} \sum_j (C_{iNj} + CLOSS_{iNj})$;

- (b) the following summations shall bear the following respective meanings:

$\sum_{N(AA)}$ means summed over all Consumption Component Classes (N) that are associated with Annualised Advances. For the avoidance of doubt, values associated with Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering Systems shall be added to those values associated with all other Consumption Component Classes; and

$\sum_{N(EAC)}$ means summed over all Consumption Component Classes (N) that are associated with Estimated Annual Consumptions and are not associated with Unmetered Supplies. For the avoidance of doubt, values associated with Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering Systems shall be added to those values associated with all other Consumption Component Classes;

- (c) the relevant values shall be those included in the relevant run of Settlement.

2.2.3 The Performance Levels set out in the table in [paragraph 2.2.1](#) are referred to elsewhere in this Annex S-1 as Serial SP08a.

2.2.4 In relation to each GSP Group and in respect of Half Hourly Metering Systems which are 100kW Metering Systems for which the Supplier is responsible, the Supplier shall ensure that (in accordance with the relevant BSC Procedure) in respect of each month, actual (rather than estimated) values in respect of not less than 99 per cent. of total energy attributable to that Supplier relating to such Metering Systems for the aggregate of the Applicable Settlement Periods are provided by its Half Hourly Data Aggregator to the SVAA in time for each Supplier Volume Allocation Run.

2.2.5 For the purposes of [paragraph 2.2.4](#):

- (a) the percentage of total energy attributable to a Supplier represented by actual values in respect of any month shall be calculated in accordance with the following formula:-

$$\times 100$$

where:-

A_{HZ} means $\sum_d^m \sum_{N(HHA)} \sum_j (C_{iNj} + CLOSS_{iNj})$; and

E_{HZ} means $\sum_d^m \sum_{N(HHE)} \sum_j (C_{iNj} + CLOSS_{iNj})$;

(b) the following summations shall bear the following respective meanings:-

\sum_d^m means summed over all Applicable Settlement Days;

$\sum_{N(HHA)}$ means summed over all Consumption Component Classes (N) that are associated with actual values and with half hourly data aggregation in relation to Metering Systems which are 100kW Metering Systems save those Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering System(s);

$\sum_{N(HHE)}$ means summed over all Consumption Component Classes (N) that are associated with estimated values and with half hourly data aggregation in relation to Metering Systems which are 100kW Metering Systems save those Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering System(s);

(c) the relevant values shall be those included in the relevant Volume Allocation Run.

2.2.6 In calculating the Performance Levels set out in [paragraph 2.2.4](#), no account shall be taken of any Metering System which is at the relevant time de-energised for the purposes of BSC Procedure BSCP502, unless a consumption value has in fact been provided to the SVAA for the relevant Volume Allocation Run.

2.2.7 The Performance Levels set out in [paragraph 2.2.4](#) are referred to elsewhere in this Annex S-1 as Serial SP08b.

2.2.8 In relation to each GSP Group and in respect of Half Hourly Metering Systems for which a Supplier is responsible which are identified as not being 100kW Metering Systems, the Supplier shall ensure that (in accordance with the relevant BSC Procedure) in respect of each month actual (rather than estimated) values in respect of:

(a) except to the extent set out in [paragraph 2.2.8\(b\)](#), not less than 99 per cent; or

(b) subject always to [paragraph 2.2.8A](#), in respect of Metering Systems that are comprised in Measurement Class "F" and "G", not less than 90 per cent,

of the total energy attributable to that Supplier relating to such Metering Systems for the aggregate of the applicable Settlement Periods are provided by its Half Hourly Data Aggregator to the SVAA in time for the relevant First Reconciliation Volume Allocation Run and any subsequent Reconciliation Volume Allocation Runs.

2.2.8A [Paragraph 2.2.8\(b\)](#) shall:

(a) only apply to the relevant First Reconciliation Volume Allocation Run and shall not apply to any subsequent Reconciliation Volume Allocation Runs (for which the Performance Level shall be not less than 99 per cent as set out in [paragraph 2.2.8\(a\)](#)); and

- (b) cease to have effect from and including the Settlement Day that falls on 1st January 2020.

2.2.9 For the purpose of [paragraph 2.2.8](#):

- (a) the percentage of total energy attributable to a Supplier represented by actual values in respect of any month shall be calculated in accordance with the following formula:

$$\times 100$$

where:-

A_{HZ} means $\sum_d^m \sum_{N(HHA)} \sum_j (C_{iNj} + CLOSS_{iNj})$; and

E_{HZ} means $\sum_d^m \sum_{N(HHE)} \sum_j (C_{iNj} + CLOSS_{iNj})$;

- (b) the following summations shall bear the following respective meanings:-

\sum_d^m means summed over all Applicable Settlement Days;

$\sum_{N(HHA)}$ means summed over all Consumption Component Classes (N) that are associated with actual values and with half hourly data aggregation in relation to Metering Systems which are not 100kW Metering Systems save those Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering System(s);

$\sum_{N(HHE)}$ means summed over all Consumption Component Classes (N) that are associated with estimated values and with half hourly data aggregation in relation to Metering Systems which are not 100kW Metering Systems save those Consumption Component Classes associated with Third Party Generating Plant comprised in SVA Metering System(s);

- (c) the relevant values shall be those included in the relevant Volume Allocation Run.

2.2.10 In calculating the Performance Levels set out in [paragraph 2.2.8](#), no account shall be taken of any Metering System which is at the relevant time de-energised for the purposes of BSC Procedure BSCP502, unless a consumption value has in fact been provided to the SVAA for the relevant Volume Allocation Run in respect of that Metering System.

2.2.11 The Performance Levels set out in [paragraph 2.2.8](#) are referred to elsewhere in this Annex S-1 as Serial SP08c.

2.3 Use of Default Values of Estimated Annual Consumption - Serial SP09

2.3.1 In relation to each GSP Group and in respect of Non Half Hourly Metering Systems for which the Supplier is responsible, the Supplier shall ensure that the number of such Non Half Hourly Metering Systems (whether metered Metering Systems or Metering Systems for Unmetered Supplies) that are settled on the basis of Default Estimated Annual Consumption For Metered Metering Systems or Default Estimated Annual Consumption For Unmetered Metering Systems, as the case may be, expressed as a percentage of the total number of Non Half Hourly Metered Metering Systems (both metered Metering Systems and Metering

Systems for Unmetered Supplies) for which the Supplier is responsible, shall be no greater than the values set out in the table below against the applicable Volume Allocation Run, provided that this [paragraph 2.3.1](#) shall not apply where the total number of Non Half Hourly Metering Systems for which the Supplier is responsible is less than one thousand.

Volume Allocation Run	Performance Level
Initial Volume Allocation Run	0.5%
First Reconciliation Volume Allocation Run	0.5%
Second Reconciliation Volume Allocation Run	0.2%
Third Reconciliation Volume Allocation Run	0.1%
Final Reconciliation Volume Allocation Run	0%

- 2.3.2 In relation to each GSP Group and in respect of Non Half Hourly Metering Systems for which the Supplier is responsible, the number of such Non Half Hourly Metering Systems (whether metered Metering Systems or Metering Systems for Unmetered Supplies) that are settled on the basis of Default Estimated Annual Consumption For Metered Metering Systems or Default Estimated Annual Consumption For Unmetered Metering Systems, as the case may be, shall be no greater than the values set out in the table below against the applicable Volume Allocation Run provided that this [paragraph 2.3.2](#) shall not apply where the total number of Non Half Hourly Metering Systems for which the Supplier is responsible is one thousand or more.

Volume Allocation Run	Performance Level (number of Metering Systems)
Initial Volume Allocation Run	5
First Reconciliation Volume Allocation Run	5
Second Reconciliation Volume Allocation Run	2
Third Reconciliation Volume Allocation Run	1
Final Reconciliation Volume Allocation Run	0

- 2.3.3 The Performance Levels set out in this [paragraph 2.3](#) are referred to elsewhere in this Menu of Supplier Charges as Serial SP09.

[MHHS_CC]

[MHHS_CC]2.6 Performance levels for MHHS Metering Systems

2.6.1 Compliance with performance levels

2.6.1.1 Each Supplier shall, without prejudice to its other obligations pursuant to [Section S](#) and elsewhere, comply with the Performance Levels.

2.6.1.2 Performance Levels set out in paragraph 2.6.2 shall be measured separately by reference to each GSP Group and not by reference to all GSP Groups.

2.6.1.3 The performance levels pursuant to 2.1 shall remain in force until the Performance Assurance Board determines that they no longer should apply at which point the performance levels in 2.6.1 shall remain in force.

2.6.2 Energy and Metering Systems on Accurate Readings at Each Volume Allocation Run – Serial SP08

2.6.2.1 In relation to each GSP Group and in respect of Metering Systems for which the Supplier is responsible, the Supplier shall ensure that (in accordance with the relevant BSC Procedure and any parameters set by the Performance Assurance Board) in respect of each month, accurate¹) values in respect of not less than 100 per cent. of total energy attributable to that Supplier relating to such Metering Systems for the aggregate of the Applicable Settlement Periods are provided to the SVAA in time for each Supplier Volume Allocation Run

2.6.2.2 In calculating the Performance Levels set out in paragraph 2.6.1, no account shall be taken of any Metering System which is at the relevant time de-energised for the purposes of BSC Procedures BSCP 701 and BSCP702, unless a consumption value has in fact been provided to the SVAA for the relevant Volume Allocation Run.

2.6.2.3 The Performance Levels set out in paragraph 2.6.1 are referred to elsewhere in this Annex S-1 as Serial SP08.

3. CHARGES

3.1 Application of Charges

3.1.1 This [paragraph 3](#) will have effect in determining the charges payable by a Supplier in respect of any failure to comply with the Performance Levels including the maximum amount payable by a Supplier under [paragraph 3.7](#).

3.1.2 The arrangements for payment, collection and distribution of the charges are set out in [paragraph 4](#) of this Annex S-1.

¹ Accurate values shall be defined as values entered into Settlement against those CCC's where the "Accurate/Limited Indicator" denotes accurate data as detailed in 3.6.6.2

- 3.1.3 The charges specified in this [paragraph 3](#) are cumulative and not mutually exclusive one of the other.

3.2 Failure to Comply with Serial SP08a

- 3.2.1 A Supplier who fails to comply with Serial SP08a shall be liable to the charge set out in the table below against the relevant item in Serial SP08a:

Item in Serial SP08a (as referred to in the table in paragraph 2.2.1)	Amount per Chargeable MWh
Initial Volume Allocation Run	No Charge
First Reconciliation Volume Allocation Run	No Charge
Second Reconciliation Volume Allocation Run	No Charge
Third Reconciliation Volume Allocation Run	£0.13
Final Reconciliation Volume Allocation Run	£1.43

- 3.2.2 For the purposes of [paragraph 3.2.1](#), the Chargeable MWh for a Supplier shall be calculated in respect of a GSP Group for any month for each Settlement Day (if any) in relation to which the relevant Volume Allocation Run was carried out in that month, in respect of which there has been a failure to comply with Serial SP08a, in accordance with the following formula:

$$SCMWh = NHHEA \times p$$

where:-

SCMWh is the Chargeable MWh attributable to that Supplier for the relevant Settlement Day in respect of the relevant GSP Group;

NHHEA is the sum of A_{HZ} and E_{HZ} (expressed in MWh) attributable to that Supplier in respect of such GSP Group for such Settlement Day, as determined in accordance with [paragraph 2.2.2](#); and

p is the number of percentage points by which the Performance Level in Serial SP08a was not met by that Supplier in such GSP Group in respect of such Settlement Day, rounded to 1 decimal place.

3.3 Failure to Comply with Serial SP08b

- 3.3.1 A Supplier who fails to comply with Serial SP08b shall be liable to the charge set out in the table below:-

Item in Serial SP08b (as referred to in paragraph 2.2.4)	Amount per Chargeable MWh
Initial Volume Allocation Run	£0.13
First Reconciliation Volume Allocation Run	£1.43

Item in Serial SP08b (as referred to in paragraph 2.2.4)	Amount per Chargeable MWh
Second Reconciliation Volume Allocation Run	£0.00
Third Reconciliation Volume Allocation Run	£0.00
Final Reconciliation Volume Allocation Run	£0.00

- 3.3.2 For the purposes of [paragraph 3.3.1](#), the Chargeable MWh for a Supplier shall be calculated in respect of a GSP Group for any month in respect of which there has been a failure to comply with Serial SP08b in accordance with the following formula:

$$SCMWh = HHEA \times$$

where:-

SCMWh is the Chargeable MWh attributable to that Supplier for all Applicable Settlement Periods in respect of the relevant GSP Group;

HHEA is the sum of A_{HZ} and E_{HZ} (expressed in MWh) attributable to that Supplier for such month in respect of the relevant GSP Group for the relevant month, as determined in accordance with [paragraph 2.2.5](#); and

p is the number of percentage points by which the relevant Performance Level in Serial SP08b was not met by the Supplier in such GSP Group in respect of such month, rounded to 2 decimal places.

3.4 Failure to Comply with Serial SP08c

- 3.4.1 A Supplier who fails to comply with Serial SP08c shall be liable to a charge set out in the table below:-

Item in Serial SP08c (as referred to in paragraph 2.2.8)	Amount per Chargeable MWh
First Reconciliation Volume Allocation Run	£0.00
Second Reconciliation Volume Allocation Run	£0.00
Third Reconciliation Volume Allocation Run	£0.00
Final Reconciliation Volume Allocation Run	£1.43

- 3.4.2 For the purposes of [paragraph 3.4.1](#), the Chargeable MWh for a Supplier shall be calculated in respect of a GSP Group for any month in respect of which there has been a failure to comply with Serial SP08c, in accordance with the following formula:

$$SCMWh = HHEA \times$$

where:-

SCMWh is the Chargeable MWh attributable to that Supplier for all Applicable Settlement Periods in the relevant month in respect of the relevant GSP Group;

HHEA is the sum of A_{HZ} and E_{HZ} (expressed in MWh) attributable to that Supplier in respect of the relevant GSP Group for the relevant month, as determined in accordance with [paragraph 2.2.9](#); and

- p is the number of percentage points by which the Performance Level in Serial SP08c was not met by the Supplier in such GSP Group in respect of such month, rounded to the nearest 2 decimal places.

3.5 Not Used

[MHHS_CC]3.6 MHHS Supplier Charges

3.6.1 Application of MHHS Supplier Charges

- 3.6.1.1 This paragraph 3.6 will have effect in determining the charges payable by a Supplier in respect of any failure to comply with the Supplier Charges Methodology.
- 3.6.1.2 The arrangements for payment, collection and distribution of the charges are set out in [paragraph 4.2](#) of this Annex S-1.
- 3.6.1.3 The charges specified in this [paragraph 3.6](#) are cumulative and not mutually exclusive of one of the other.

3.6.2 MHHS Supplier Charges Methodology

- 3.6.2.1 Supplier Charges shall be separate to Performance Levels.
- 3.6.2.2 Supplier Charges shall be applied and redistributed per Market Segment within a single GSP as determined by the Performance Assurance Board. This is to include, the Advanced, Smart and Unmetered segments as defined by the MHHS Target Operating Model pursuant to Section C12.2.24.
- 3.6.2.3 The Performance Assurance Board shall have the authority to amend the Market Segments applicable for Supplier Charges.
- 3.6.2.4 Charges to be applied to all Suppliers whose performance is below 100% per Market Segment, per GSP, per applicable Settlement Run with no charge cap per Supplier applied.

3.6.4 Applicable Settlement Runs

- 3.6.4.1 Supplier Charges shall be determined by the Performance Assurance Board for the SF and RF Settlement Runs.

3.6.5 Redistribution of Supplier Charges

- 3.6.5.1 Redistribution of Supplier Charges per Market Segment per applicable Settlement Run within a GSP, shall be based on Market Share and a fixed percentage of data settled on accurate CCC Ids within the defined Market Segment.
- 3.6.5.2 The Performance Assurance Board shall have the authority to determine the fixed percentage of data settled on accurate CCC Ids within the defined Market segment.
- 3.6.5.3 For the Advanced and Unmetered Market Segments, redistribution to occur should individual Supplier standard be at 99% accurate or above for SF and RF
- 3.6.5.4 For the Smart Market Segment, redistribution to occur should individual Supplier standard be at 95% accurate or above for SF and 99% accurate or above for RF.

3.6.6 Determination of Consumption Component Classes to Apply MHHS Supplier Charges

3.6.6.1 The Performance Assurance Board shall have the authority to determine the Consumption Component Classes (CCCs) that will be liable for Supplier Charges and the applicable CCCs per sector.

3.6.6.2 The following table shows a list of the valid Consumption Component Classes per Market Segment that shall be used in determining the applicable charges.

CCC ID	Market Segment Indicator	Measurement Quantity	Consumption Component Indicator	Connection Type Indicator	Settlement Period Quality Indicator	Accurate/Limited
100	U	AI	C	W	A	Accurate
102	U	AE	C	W	A	Accurate
104	U	AI	C	W	E, ZE	Limited
106	U	AE	C	W	E, ZE	Limited
108	S	AI	C	W	A	Accurate
110	S	AE	C	W	A	Accurate
112	S	AI	C	W	E0, E1, E2, E3 and E6	Accurate
113	S	AI	C	W	E4, E5 and E7	Limited
114	S	AI	C	W	E8, E9, ZE2, ZE3	Limited
118	S	AE	C	W	E0,E1, E2, E3, E6 and ZE1, ZE2, ZE3	Accurate
120	A	AI	C	W	A, A1, A2, A3	Accurate
122	A	AE	C	W	A, A1, A2, A3	Accurate
124	A	AI	C	L	A, A1, A2, A3	Accurate
126	A	AE	C	L	A, A1, A2, A3	Accurate
128	A	AI	C	H	A, A1, A2, A3	Accurate
130	A	AE	C	H	A, A1, A2, A3	Accurate
132	A	AI	C	E	A, A1, A2, A3	Accurate
134	A	AE	C	E	A, A1, A2, A3	Accurate

136	A	AI	C	W	EA1, EA2, EA3, EA4 ,EA5, E2 and E3	Limited
137	A	AI	C	W	EA7, EA8 , EA9, E4,E6 and E6	Limited
138	A	AI	C	W	EA6, EA10, EA11, EA12, EA13, E7, E8, E9, E10	Limited
142	A	AE	C	W	AAE1, AAE2	Accurate
143	A	AE	C	W	AAE3	Accurate
144	A	AE	C	W	EAE1, EAE2 and EAE3	Limited
148	A	AI	C	L	EA1, EA2, EA3, EA4 and EA5	Limited
149	A	AI	C	L	EA7, EA8 and EA9	Limited
150	A	AI	C	L	EA6, EA10, EA11, EA12 and EA13	Limited
154	A	AE	C	L	AAE1, AAE2	Accurate
155	A	AE	C	L	AAE3	Accurate
156	A	AE	C	L	EAE1, EAE2 and EAE3	Limited
160	A	AI	C	H	EA1, EA2, EA3, EA4 and EA5	Limited
161	A	AI	C	H	EA7, EA8 and EA9	Limited
162	A	AI	C	H	EA6, EA10, EA11, EA12 and EA13	Limited
166	A	AE	C	H	AAE1, AAE2	Accurate
167	A	AE	C	H	AAE3	Accurate
168	A	AE	C	H	EAE1, EAE2 and EAE3	Limited

172	A	AI	C	E	EA1, EA2, EA3, EA4 and EA5	Limited
173	A	AI	C	E	EA7, EA8 and EA9	Limited
174	A	AI	C	E	EA6, EA10, EA11 ,EA12 and EA13	Limited
178	A	AE	C	E	AAE1, AAE2	Accurate
179	A	AE	C	E	AAE3	Accurate
180	A	AE	C	E	EAE1, EAE2 and EAE3	Limited

3.6.2.3 A Supplier who fails to reach 100% per Market Segment, per GSP, per applicable Settlement Run shall be liable to a charge set out in the table below:-

Applicable Settlement Run	Amount per Chargeable MWh
Initial Volume Allocation Run	1% of the Credit Assessment Price value
Final Reconciliation Volume Allocation Run	2% of the Credit Assessment Price value.

[MHHS_CC]3.7 Charge Cap for Non-MHHS Metering Systems

3.7.1 A Supplier's liability to pay charges in respect of any month in respect of a GSP Group (after taking account of its share of such charges receivable pursuant to [paragraph 4.1.13](#)) shall in no circumstances exceed the Supplier's Monthly Cap.

3.7.2 A Supplier's Monthly Cap for any month in respect of a GSP Group shall be calculated by the Performance Assurance Board on or before the end of the next succeeding month (on the basis of the then latest available Volume Allocation Run) according to the following formula:

where:-

S_c means the Supplier's Monthly Cap for the relevant month;

GSP_{MC} means the GSP Group liability cap for the relevant month, calculated in accordance with [paragraph 3.7.3](#);

SCT means the total quantity of active import energy attributable to that Supplier determined as the sum of Supplier Cap Take for that Supplier in the relevant GSP Group across all Settlement Periods in the relevant month; and

GSP_{DT} means the total quantity of active import energy attributable to all Suppliers determined as the sum of Supplier Cap Take for all Suppliers in the relevant GSP Group across all Settlement Periods for the relevant month.

3.7.3 The GSP Group liability cap in respect of a GSP Group for any month shall be calculated by the Performance Assurance Board on or before 30th April in each year (in each case, on the basis of the then latest available Volume Allocation Run) according to the following formula:-

$$GSP_{MC} = £1,275,000 \times$$

where:-

GSP_{MC} means the GSP Group liability cap for the relevant month;

GSP_A means the total quantity of energy (rounded to the nearest two decimal places) attributable to all Suppliers determined as the GSP Group Take in that GSP Group across all Settlement Periods in the 12 month period ending on the immediately preceding 31st March, as determined by the Performance Assurance Board on the basis of information provided by the SVAA; and

GSP_{AS} means the total quantity of energy (rounded to the nearest two decimal places) attributable to all Suppliers determined as the sum of all GSP Group Takes for all GSP Groups across all Settlement Periods in the 12 month period ending on the immediately preceding 31st March, as determined by the Performance Assurance Board on the basis of information provided by the SVAA.

3.7.4 The Performance Assurance Board shall, in its discretion, establish reasonable transitional arrangements (by reference to information available to it from the CDCA) for determining the quantity of energy attributable to all Suppliers for the purposes of [paragraph 3.7.3](#) in relation to any 12 month period for which information as to the GSP Group Take is not available in respect of each month in that period.

3.8 [MHHS_CC]Adjustment to Charges and Caps for Non-MHHS Metering Systems

- 3.8.1 The charges specified in [paragraphs 3.2.1, 3.3.1, 3.4.1, and 3.6.1](#) and the figure of £1,275,000 in [paragraph 3.7.3](#) (for the purposes of this paragraph 3.8 in each case described as the "**Base Sum**"), shall be calculated, in respect of each 12 month period beginning on 1st April, from and including 1st April, 2001, in accordance with the following formula:

$$\text{adjusted Base Sum} = \text{Base Sum} \times$$

where RPI_P is the percentage change (whether of a positive or negative value) in the Retail Price Index between that published in, or (as the case may be) the substitute index for, the third month before 1st April, 2000 and that published in, or the substitute index for, the third month before the anniversary from which the adjusted charges and the adjusted GSP Group liability cap are to take effect.

3.9 [MHHS_CC]Timing of Commencement of Charges

- 3.9.1 The charges specified in this Annex S-1 shall apply in respect of months commencing on or after the Implementation Date of the Approved Modification pursuant to which this [paragraph 3.9.1](#) was introduced.

3.10 Temporary Unavailability in Central Monitoring System

- 3.10.1[MHHS_CC] The provisions of this [paragraph 3.10](#) shall apply where the Performance Assurance Reporting and Monitoring System/Performance Assurance Monitoring System is temporarily unavailable for whatever reason and, for the avoidance of doubt, a Supplier shall remain liable to pay charges in respect of which the Performance Assurance Board is, for the time being, unable to determine the payment of such charges due to the temporary unavailability of the Performance Assurance Reporting and Monitoring System.
- 3.10.2 Each of the Suppliers acknowledges and confirms that those charges specified in this [paragraph 3](#) which cannot be separately determined by the Performance Assurance Board without the assistance of the Performance Assurance Reporting and Monitoring System shall not be payable in respect of a Supplier until such time as the Performance Assurance Reporting and Monitoring System is available in order to record data and determine the charges payable by Suppliers pursuant to the Menu of Supplier Charges (as determined by the Performance Assurance Board) provided that such charges shall nevertheless continue to accrue for the purposes of [paragraph 3.10.3](#).
- 3.10.3 Once the Performance Assurance Reporting and Monitoring System is available (as determined by the Performance Assurance Board in accordance with [paragraph 3.10.2](#)), a Supplier shall be liable to pay charges in respect of its performance against those Serials in respect of which the Performance Assurance Board could not determine the payment of such charges without the assistance of the Performance Assurance Reporting and Monitoring System, for the period from the relevant date when such System became temporarily unavailable.
- 3.10.4 The charges referred to in [paragraph 3.10.3](#) shall be calculated in accordance with the Menu of Supplier Charges (and shall have deemed due dates for payment) for the purposes of [paragraph 4](#) as if such Performance Assurance Reporting and Monitoring System had been available.

4. COLLECTION AND PAYMENT OF SUPPLIER CHARGES

4.1 [MHHS_CC]Supplier Charges - Collection and Recovery for Non-MHHS Metering Systems

4.1.1 The Performance Assurance Board shall determine whether a Supplier has failed to comply with any of the Serials and the associated charges payable.

4.1.2 Not Used

4.1.3 When making its determination pursuant to [paragraph 4.1.1](#) of whether a Supplier has failed to comply with any of the Serials and the associated charges payable by the Supplier:

- (a) the Performance Assurance Board shall compare the Supplier's Net Liability for the relevant month (calculated as S_{NL} below) with the Supplier's Monthly Cap;
- (b) if the Supplier's Net Liability exceeds the Supplier's Monthly Cap then the total charges payable by the Supplier in respect of the relevant month shall be calculated according to the following formula (instead of by general application of the Menu of Supplier Charges):-

Supplier's charges =

where:-

S_{TGC} is the total charges which would be payable by the Supplier for the relevant month under this [paragraph 4](#) in respect of the relevant GSP Group before the application of this paragraph;

S_C is the Supplier's Monthly Cap for the relevant month (calculated pursuant to [paragraph 3.8](#) of the Menu of Supplier Charges); and

S_{NL} is the total charges which would be payable by the Supplier for the relevant month under this [paragraph 4](#) in respect of the relevant GSP Group before the application of this [paragraph 4.1.3](#), less any share of those charges payable by the Supplier which would otherwise be receivable by the Supplier pursuant to [paragraph 4.1.13](#) before the application of this paragraph.

4.1.4 As soon as practicable following a determination pursuant to [paragraph 4.1.1](#), the Performance Assurance Board shall notify each Supplier of the amount (if any) due from it pursuant to this paragraph in respect of any particular month in respect of failures to comply with any of the Serials and any such notice shall specify the GSP Group in relation to which the relevant amount is payable by a Supplier (where relevant).

4.1.5 Each Supplier shall pay the amount notified to it by the Performance Assurance Board in accordance with [paragraph 4.1.4](#) within 15 days after the invoice date. Any such payment shall be made to the Performance Assurance Board (for distribution in accordance with [paragraphs 4.1.13](#) and [4.1.14](#)) in sterling in cleared funds in full without set-off or counterclaim (subject to [paragraph 4.1.20](#)), withholding or deduction of any kind whatsoever but without prejudice to any other remedy.

- 4.1.6 All charges under this [paragraph 4.1](#) are exclusive of VAT which shall be added to such charges, if applicable.
- 4.1.7 In the event of any dispute regarding charges under this [paragraph 4.1](#) in respect of any month, no Supplier may withhold payment of any invoiced amount.
- 4.1.8 For the purposes of this [paragraph 4.1](#):
- (a) if any amount due under this [paragraph 4.1](#) is not received on the due date, the Supplier required to pay such amount shall pay interest to the Performance Assurance Board on such amount from and including the date of default to the date of actual payment (before as well as after judgment) at the Default Interest Rate from time to time during such period of default;
 - (b) if the Performance Assurance Board has to calculate any amount due under this [paragraph 4.1](#) following the late receipt of a Performance Monitoring Report (in this paragraph, the “**Relevant Report**”), the Supplier required to pay such amount shall pay interest to the Performance Assurance Board on such amount for the period of default (before as well as after judgment) at the Default Interest Rate;
 - (c) if an amount due from a Supplier pursuant to this Annex S-1 in respect of a failure to comply with any of the Serials is subsequently recalculated or redetermined (whether as a result of a dispute or otherwise howsoever), interest shall be payable to the Performance Assurance Board by or for the account of the Supplier and/or the Trading Parties concerned on the difference between the original amount and the amount as so recalculated or redetermined from (and including) the first day of the month following that in respect of which the original charge was levied to (and including) the last day of the month immediately preceding that in which the amount is recalculated or redetermined (before as well as after judgment) at the Base Rate calculated for successive monthly periods and determined as at the first day of each such period;
- and, for the purpose of calculating interest under [paragraphs 4.1.8\(a\) and \(b\)](#):
- (i) the period of default shall be deemed to begin on the due date for delivery of the Relevant Report and shall be deemed to end on the due date for delivery of the next succeeding Performance Monitoring Report required to be delivered by that Supplier after receipt by the Performance Assurance Board of the Relevant Report (in this paragraph, the “**Next Report**”) (or, if the Relevant Report shall be the last report due from that Supplier, the date that would have been the due date for delivery of the Next Report); and
 - (ii) the Default Interest Rate shall be calculated as at the first day of each month for successive monthly periods beginning with the month in which the period of default is deemed to begin and ending with the month in which such period of default is deemed to end.
- 4.1.9 If the Performance Assurance Board is unable to calculate any amounts due under this [paragraph 4.1](#) as a result of any temporary unavailability of the Performance Assurance Reporting and Monitoring System, then the Supplier required to pay any such amounts shall pay interest to the Performance Assurance Board from and including the deemed due date for payment, calculated in accordance with [paragraph 3.10](#) of the Menu of Supplier Charges, to the date of payment (before as well as after judgment) at the BSC Interest Rate from time to time during such period.

- 4.1.10 Any amount received by the Performance Assurance Board pursuant to this [paragraph 4.1](#) shall be applied by the Performance Assurance Board (unless otherwise specified by the paying Supplier) in or towards payment of amounts payable by the Supplier in respect of the longest outstanding invoice and (where there is a shortfall in payment by a Supplier of any amounts specified in a single invoice in respect of different GSP Groups) according to the proportion which the individual amounts payable pursuant to the invoice bear to the total amount payable under that invoice.
- 4.1.11 Any amounts paid by a Supplier pursuant to this [paragraph 4.1](#) shall be accounted for separately by the Performance Assurance Board by reference to the GSP Group in respect of which the relevant amounts have been collected or appropriated.
- 4.1.12 The Performance Assurance Board shall not be obliged to segregate any amounts received pursuant to this [paragraph 4.1](#) into separate funds.
- 4.1.13 Each qualifying Supplier shall be entitled to receive its due proportion of amounts recoverable pursuant to this [paragraph 4.1](#) and available for distribution in respect of a GSP Group and, for this purpose:-
- (a) a "**qualifying Supplier**" is a Supplier who has at any time during the relevant month supplied any Customers in the relevant GSP Group who have Non Half Hourly Metering Systems;
 - (b) the due proportion relating to a qualifying Supplier is the amount (as near as may be) calculated by the Performance Assurance Board as that Supplier's share of the total quantity of energy (after adjustment for Line Loss Factors) attributable to Non Half Hourly Metering Systems taken by all Suppliers in the GSP Group during the relevant month pursuant to the Code;
 - (c) the amount available for distribution in relation to a GSP Group in respect of a particular month is 90 per cent. of the total amount from time to time paid or due and payable from Suppliers pursuant to this [paragraph 4.1](#) in relation to the relevant GSP Group in respect of that month, whether or not then paid; and
 - (d) the information as to total quantity of energy referred to in paragraph (b) shall be as provided by the SVAA based on the latest available run of Supplier Volume Allocation as at the time when the relevant calculation falls to be made.
- 4.1.14 Each qualifying Trading Party shall be entitled to receive a share of amounts recoverable pursuant to this paragraph 4.1 and available for distribution in respect of Trading Parties in the proportion to which a Trading Party's Main Funding Share bears to the Main Funding Shares of all Trading Parties applicable in respect of the relevant month and, for this purpose:-
- (a) a "**qualifying Trading Party**" is a Trading Party who was at any time during the relevant month a Trading Party; and
 - (b) the amount recoverable pursuant to this [paragraph 4.1](#) and available for distribution to qualifying Trading Parties in respect of a particular month is 10 per cent. of the total amount from time to time paid or due and payable from Parties pursuant to this [paragraph 4.1](#) in relation to the relevant GSP Group in respect of that month, whether or not then paid.
- 4.1.15 The Performance Assurance Board shall, by no later than the end of each month, calculate the amount (if any) payable to each qualifying Supplier and qualifying Trading Parties pursuant to [paragraph 4.1.13](#) and [paragraph 4.1.14](#) in respect of the relevant preceding month

(or months) to which a Supplier's Performance Monitoring Report relates and any earlier months.

- 4.1.16 The Performance Assurance Board shall, by no later than the end of each month, notify each qualifying Supplier and qualifying Trading Party of the amounts (if any) so recoverable by them and shall account to each qualifying Supplier and qualifying Trading Party on a monthly basis out of the funds received in respect of any particular GSP Group for the amounts so recoverable.
- 4.1.17 The Performance Assurance Board shall in no circumstances be obliged to account to a qualifying Supplier or qualifying Trading Party in an amount exceeding the available funds collected pursuant to this [paragraph 4.1](#).
- 4.1.18 Any amounts paid by the Performance Assurance Board to a qualifying Supplier or qualifying Trading Party shall be deemed to be inclusive of any VAT, if applicable.
- 4.1.19 The provisions of this [paragraph 4.1](#) shall give rise to rights and obligations as between Suppliers within the same GSP Group and as between qualifying Trading Parties generally and the relevant Supplier and, accordingly, the procedures for collection and payment of amounts by the Performance Assurance Board shall accordingly be without prejudice to the rights of any qualifying Supplier or qualifying Trading Parties to enforce its claim (to the extent not paid or otherwise satisfied) against any Supplier who fails to make payment on the due date.
- 4.1.20 For administrative convenience, the Performance Assurance Board shall be entitled at any time and from time to time to arrange for the payment and collection of amounts by, and for the payment and account of amounts to, Suppliers and Trading Parties (or particular ones of them) pursuant to this [paragraph 4.1](#) to be made on a net basis (in which case such payments, collections and accounts with respect to, and as between, the Suppliers and Trading Parties in question shall be so made) but any such netting shall be without prejudice to [paragraph 4.1.19](#).
- 4.1.21 The Performance Assurance Board may request BSCCo to arrange for the FAA or some other person nominated by it from time to time to carry out all or any of its functions pursuant to this [paragraph 4.1](#) (save where the Performance Assurance Board is required to make a determination pursuant to [paragraph 4.1.1](#) or [paragraph 4.1.13\(b\)](#)), in which case references to the Performance Assurance Board in this [paragraph 4.1](#) are to be read as references to FAA or such other person so long as such delegation continues.
- 4.1.22 A Supplier may query the amounts notified to it pursuant to [paragraph 4.1.16](#) within ten Business Days of receiving such notification in accordance with BSCP536.

4.2 [MHHS_CC]MHHS Supplier Charges - Collection and Recovery

- 4.2.1 The Performance Assurance Board shall determine the associated charges payable.
- 4.2.2 As soon as practicable following a determination pursuant to [paragraph 4.2.1](#), the Performance Assurance Board shall notify each Supplier of the amount (if any) due from it pursuant to this paragraph in respect of any particular month in respect of Section 3.6 and any such notice shall specify the GSP Group in relation to which the relevant amount is payable by a Supplier (where relevant).
- 4.2.3 Each Supplier shall pay the amount notified to it by the Performance Assurance Board in accordance with paragraph 4.2.3 within 15 days after the invoice date. Any such payment shall be made to the Performance Assurance Board (for distribution in accordance with paragraph 4.2.11) in sterling in cleared funds in full without set-off or counterclaim (subject

to paragraph 4.2.17), withholding or deduction of any kind whatsoever but without prejudice to any other remedy

- 4.2.4 All charges under this paragraph 4.2 are exclusive of VAT which shall be added to such charges, if applicable.
- 4.2.5 In the event of any dispute regarding charges under this paragraph 4.2 in respect of any month, no Supplier may withhold payment of any invoiced amount.
- 4.2.6 For the purposes of this paragraph 4.2:
- (a) if any amount due under this paragraph 4.2 is not received on the due date, the Supplier required to pay such amount shall pay interest to the Performance Assurance Board on such amount from and including the date of default to the date of actual payment (before as well as after judgment) at the Default Interest Rate from time to time during such period of default;
 - (b) if the Performance Assurance Board has to calculate any amount due under this [paragraph 4.1](#) following the late receipt of a Performance Monitoring Report (in this paragraph, the “**Relevant Report**”), the Supplier required to pay such amount shall pay interest to the Performance Assurance Board on such amount for the period of default (before as well as after judgment) at the Default Interest Rate;

and, for the purpose of calculating interest under [paragraphs 4.2.8\(a\) and \(b\)](#):

- (i) the period of default shall be deemed to begin on the due date for delivery of the Relevant Report and shall be deemed to end on the due date for delivery of the next succeeding Performance Monitoring Report required to be delivered by that Supplier after receipt by the Performance Assurance Board of the Relevant Report (in this paragraph, the “**Next Report**”) (or, if the Relevant Report shall be the last report due from that Supplier, the date that would have been the due date for delivery of the Next Report); and
 - (ii) the Default Interest Rate shall be calculated as at the first day of each month for successive monthly periods beginning with the month in which the period of default is deemed to begin and ending with the month in which such period of default is deemed to end.
- 4.2.7 If the Performance Assurance Board is unable to calculate any amounts due under this paragraph 4.2 as a result of any temporary unavailability of the Performance Assurance Monitoring System, then the Supplier required to pay any such amounts shall pay interest to the Performance Assurance Board from and including the deemed due date for payment, calculated in accordance with [paragraph 3.10](#) of the Menu of Supplier Charges, to the date of payment (before as well as after judgment) at the BSC Interest Rate from time to time during such period.
- 4.2.8 Any amount received by the Performance Assurance Board pursuant to this paragraph 4.2 shall be applied by the Performance Assurance Board (unless otherwise specified by the paying Supplier) in or towards payment of amounts payable by the Supplier in respect of the

longest outstanding invoice and (where there is a shortfall in payment by a Supplier of any amounts specified in a single invoice in respect of different GSP Groups) according to the proportion which the individual amounts payable pursuant to the invoice bear to the total amount payable under that invoice.

- 4.2.9 Any amounts paid by a Supplier pursuant to this paragraph 4.2 shall be accounted for separately by the Performance Assurance Board by reference to the GSP Group in respect of which the relevant amounts have been collected or appropriated.
- 4.2.10 The Performance Assurance Board shall not be obliged to segregate any amounts received pursuant to this paragraph 4.2 into separate funds.
- 4.2.11 Each qualifying Supplier shall be entitled to receive its due proportion of amounts recoverable pursuant to this paragraph 4.2 and available for distribution in respect of a GSP Group and, for this purpose:-
- (a) a "**qualifying Supplier**" is a Supplier who has at any time during the relevant month supplied any Customers in the relevant GSP Group.
 - (b) the due proportion relating to a qualifying Supplier is the amount (as near as may be) calculated by the Performance Assurance Board as that Supplier's share of the total quantity of energy (after adjustment for Line Loss Factors) attributable to the Advanced, Smart and Unmetered Supply Metering Systems taken by all Suppliers in the GSP Group during the relevant month pursuant to 3.6.2;
 - (c) the information as to total quantity of energy referred to in paragraph (b) shall be as provided by the SVAA based on the latest available run of Supplier Volume Allocation as at the time when the relevant calculation falls to be made.
- 4.2.12 The Performance Assurance Board shall, by no later than the end of each month, calculate the amount (if any) payable to each qualifying Supplier pursuant to paragraph 4.2.11 and paragraph 4.2.12 in respect of the relevant preceding month (or months) to which a Supplier's Performance Monitoring Report relates and any earlier months.
- 4.2.13 The Performance Assurance Board shall, by no later than the end of each month, notify each qualifying Supplier of the amounts (if any) so recoverable by them and shall account to each qualifying Supplier and qualifying Trading Party on a monthly basis out of the funds received in respect of any particular GSP Group for the amounts so recoverable.
- 4.2.14 The Performance Assurance Board shall in no circumstances be obliged to account to a qualifying Supplier in an amount exceeding the available funds collected pursuant to this paragraph 4.2,
- 4.2.15 Any amounts paid by the Performance Assurance Board to a qualifying Supplier shall be deemed to be inclusive of any VAT, if applicable.
- 4.2.16 The provisions of this paragraph 4.2 shall give rise to rights and obligations as between Suppliers within the same GSP Group and the relevant Supplier and, accordingly, the procedures for collection and payment of amounts by the Performance Assurance Board shall accordingly be without prejudice to the rights of any qualifying Supplier to enforce its claim (to the extent not paid or otherwise satisfied) against any Supplier who fails to make payment on the due date.
- 4.2.17 For administrative convenience, the Performance Assurance Board shall be entitled at any time and from time to time to arrange for the payment and collection of amounts by, and for the payment and account of amounts to, Suppliers pursuant to this paragraph 4.2 to be made

on a net basis (in which case such payments, collections and accounts with respect to, and as between, the Suppliers and Trading Parties in question shall be so made) but any such netting shall be without prejudice to paragraph 4.1.17.

- 4.2.18 The Performance Assurance Board may request BSCCo to arrange for the FAA or some other person nominated by it from time to time to carry out all or any of its functions pursuant to this paragraph 4.2 (save where the Performance Assurance Board is required to make a determination pursuant to [paragraph 4.2.1](#)), in which case references to the Performance Assurance Board in this paragraph 4.2 are to be read as references to FAA or such other person so long as such delegation continues.
- 4.2.19 A Supplier may query the amounts notified to it pursuant to paragraph 4.2.14 within ten Business Days of receiving such notification in accordance with [BSCPXXXX].