

**DRAFT LEGAL TEXT FOR THE PROPOSED MODIFICATION TO REMOVE UNUSED
BSC PROVISIONS**

SECTION C: BSCCO AND ITS SUBSIDIARIES (Version 24.0)

Amend section 3.1.4 as follows:

3.1.4 [96-E] BSCCo shall have the powers, functions and responsibilities assigned to it:

~~(a) in the Implementation Scheme (including without limitation those provided in connection with the Pooling and Settlement Agreement); and~~

~~(b) in the Pool Supplement.~~

SECTION D: BSC COST RECOVERY AND PARTICIPATION CHARGES (Version 21.0)

Amend section 1.1.1 as follows:

1.1.1 This Section D sets out:

(a) the basis on which Trading Parties' various Funding Shares will be determined;

(b) the basis for determining specified charges payable by Parties and others to BSCCo in respect of participation under the Code;

[96-E](c) further arrangements pursuant to which BSCCo will recover BSC Costs from Trading Parties; and

[96-E](d) ~~arrangements pursuant to which certain Trading Parties will recover certain amounts (not being Trading Charges), directly from other Trading Parties, in respect of Party Funded Costs~~not used; ~~and~~

(e) further arrangements pursuant to which BSCCo will recover:

(i) CFD Settlement Services Provider Costs; and

(ii) CM Settlement Services Provider Costs.

Amend section 2.1.1 (b) as follows:

(b) BSC Costs do not include:

(i) amounts payable by or to the BSC Clearer in respect of Trading Charges pursuant to Section N;

(ii) (to avoid double counting) amounts paid by BSCCo to its Subsidiaries by way of funding;

[96-E](iii) ~~Party Funded Costs or~~ any amounts payable to any Parties in respect of Supplier ~~e~~Charges pursuant to Annex S-1;

(iv) any CFD Settlement Services Provider Costs and/or CM Settlement Services Provider Costs incurred by BSCCo and/or any of its Subsidiaries;

Amend section 3.1.1 as follows:

3.1.1 For the purposes of the Code:

[96-E](a) "**Specified BSC Charges**" means ~~Specified NETA Funding Charges, Main Specified Charges and SVA Specified Charges;~~

[96-E] (b) ~~"Specified NETA Funding Charges" means the charges determined in accordance with paragraph 2 of Annex D-3~~not used;

(c) "**Main Specified Charges**" means the charges determined in accordance with paragraph 3 of Annex D-3;

(d) "**SVA Specified Charges**" means the charges determined in accordance with paragraph 4 of Annex D-3.

Amend section 4.1 (a)(i) as follows:

4.1 Net Annual BSC Costs

For each BSC Year:

(a) "**Annual Net Main Costs**" is the amount of the Annual BSC Costs, less:

[96-E] (i) all amounts payable by Parties by way of Main Specified Charges and; SVA Specified Charges ~~and specified NETA Funding Charges;~~

Amend section 5 as follows:

~~[96-E]5. PARTY-FUNDED COSTS~~

~~5.1 Party-Funded Costs~~

~~5.1.1 Certain Parties are entitled to repayment (from Parties or classes of Party collectively), in accordance with this paragraph 5, of amounts incurred by them by reference to the following dates:~~

~~(a) no later than the Go-live Date:~~

~~(i) to the extent not already recovered under the terms of the Pooling and Settlement Agreement, costs ("**1998 Programme Costs**") incurred by PES Suppliers in respect of the development (in connection with the Pooling and Settlement Agreement) of arrangements for Supplier Volume Allocation;~~

~~(ii) costs ("**Pool NETA Costs**") incurred by Pool Members in connection with the development of the arrangements to which the Code gives effect.~~

~~(b) no later than the BETTA Effective Date:~~

~~(i) costs ("**BETTA Support Costs**") incurred by Parties in accordance with Section C 8.2.2.~~

~~(c) no later than the Scottish Distributor Start Date:~~

~~(i) Scottish Operational Run-Off Costs.~~

~~5.1.2 For the purposes of the Code:~~

~~(a) "Party Funded Costs" means 1998 Programme Costs, Pool NETA Costs BETTA Support Costs and Scottish Operational Run Off Costs;~~

~~(b) in relation to each kind of Party Funded Costs:~~

~~(i) "Funding Party" means the Party or Parties entitled to recover amounts in respect of such Party Funded Costs and, in relation to Scottish Operational Run Off Costs, means the Scottish Distribution Companies;~~

~~(ii) "Party Charge" means an amount payable by a Party in respect of the recovery by Funding Party(ies) of such Party Funded Costs;~~

~~(iii) "Funding Party Payment" means an amount payable to a Funding Party in respect of the recovery of such Party Funded Costs.~~

~~5.1.3 Annex D 5 sets out, for each kind of Party Funded Costs:~~

~~(a) the amount or the basis of determination of the amount recoverable by the Funding Party, or Funding Parties in aggregate, in respect of such Party Funded Costs;~~

~~(b) the period over which such amount is recoverable by the Funding Party(ies);~~

~~(c) the basis (if any) on which interest will accrue in respect of Party Funded Costs until they are recovered;~~

~~(d) the Parties or classes of Party from which amounts are recoverable in respect of such Party Funded Costs;~~

~~(e) the basis for determining the amounts payable by such Parties as Party Charges and the due dates for payment of such charges.~~

~~5.1.4 Each Party (in each of the capacities referred to in paragraph 5.1.3(d)) shall be liable to the relevant Funding Parties for and shall pay the Party Charges applicable to it.~~

~~5.1.5 For the purposes of paragraph 6.5, where one or more Parties is in default of an obligation to pay a Party Charge (of any type) payable in respect of any period, the "Default Party Charge Share" of each non-defaulting Party is a proportion determined as the amount payable by the non-defaulting Party by way of Party Charge of the relevant type in relation to the relevant period, divided by the sum for all non-defaulting Parties of such amounts.~~

~~5.1.6 For the avoidance of doubt (but without prejudice to paragraph 4.6) this Section D does not apply in relation to Supplier charges under Annex S 1, and such charges are not Party Charges.~~

~~5.2 Administration of Party Charges~~

~~5.2.1 BSCCo shall act on behalf of Funding Parties:~~

~~(a) to determine the amounts from time to time payable by Parties by way of Party Charges and to Funding Parties by way of Funding Party Payments;~~

~~(b) to administer the invoicing and receipt of Party Charges and payments of Funding Party Payments, together with any associated amounts in respect of VAT~~

~~in accordance with the relevant provisions of Annex D-5.~~

~~5.2.2 Pursuant to paragraph 5.2.1(b), BSCCo shall provide to all Parties an invoice or statement in respect of the amounts from time to time payable by and to each Party in respect of Party Charges and Funding Party Payments and any associated amounts in respect of VAT, and showing the basis of calculation of such amounts, in accordance with Annex D-5.~~

~~5.2.3 Whenever BSCCo receives amounts in respect of Party Charges:~~

~~(a) BSCCo shall in accordance with Annex D-5 pay such amounts over to the Funding Parties entitled to receive the same, in the proportions in which they are so entitled in accordance with the relevant provisions of Annex D-5;~~

~~(b) until it pays such amounts over, BSCCo shall hold such amounts on trust for such Funding Parties in such proportions; and such amounts shall be paid to and held in a separate account in accordance with paragraph 6.1.2, but subject thereto BSCCo shall not be required to segregate amounts received in respect of Party Charges (and held by it in such separate account) into separate funds.~~

~~5.2.4 Nothing done or omitted to be done by BSCCo under paragraph 5.2.1 shall affect the rights and obligations of Parties in respect of Party Charges.~~

~~5.2.5 For the avoidance of doubt, BSCCo shall have no liability for any failure by any Party to pay any amount payable in respect of Party Charges.~~ **NOT USED**

Amend Annex D-3 paragraph 1.2 as follows:

[96-E] 1.2 The amounts or rates of each of the Specified BSC Charges ~~(other than Specified NETA Funding Charges)~~, in relation to each BSC Year, shall be the amounts or rates determined and notified to Parties by the Panel, in accordance with this Annex D-3, not later than the start of that BSC Year, provided that the amounts or rates prevailing in one BSC Year shall continue to apply in the following BSC Year if the Panel does so not notify any revised such amounts or rates.

Amend Annex D-3 paragraph 2 as follows:

[96-E] 2. **Specified NETA Funding Charge**

~~2.1 The Specified NETA Funding Charge for each Trading Party in respect of each month shall be a charge determined as the Trading Party's Main Funding Share (for the relevant month) of the Monthly NETA Recovery Amount.~~

~~2.2 For the purposes of this paragraph 2:~~

~~(a) the "Monthly NETA Recovery Amount" is an amount determined as 1/n of the BSC NETA Funding Amount, where 'n' is the number of complete months from the Go live Date until 31st March 2005;~~

~~(b) the "BSC NETA Funding Amount" is the aggregate amount of costs incurred and/or expenditure funded by BSCCo prior to the Go live Date in relation to NETA Implementation; and includes all amounts of BSCCo Transitional Costs allocated to the categories in paragraphs E5.1.3(b) and (c) of the Implementation Scheme, other than those funded by Pool Members as described in paragraph 2 of Annex D-5 (where NETA Implementation and~~

~~BSCCo Transitional Costs have the meanings given to those terms in the Implementation Scheme);~~

- ~~(c) the Panel shall determine and notify to Parties the amount of the BSC NETA Funding Amount as soon as practicable after the Go live Date. Not Used~~

Amend Annex D-5 as follows:

~~[96-E]~~ **ANNEX D-5: NOT USED PARTY FUNDED AMOUNTS**

~~1. 1998 PROGRAMME COSTS~~

~~1.1 Entitlement of PES Suppliers to recover amounts in respect of 1998 Programme Costs~~

~~1.1.1 The principal amount ("Aggregate PES Recoverable Amount") recoverable as at the BSC 1998 Start Date by PES Suppliers in aggregate in respect of 1998 Programme Costs shall be:~~

- ~~(a) £63,388,000, being the total initial principal amount recoverable by PES Suppliers in aggregate in respect of 1998 Programme Costs, less~~
- ~~(b) the aggregate amounts recoverable up to and including the Quarter Date immediately before the BSC 1998 Start Date in respect of principal of that amount by PES Suppliers pursuant to those provisions of the Pooling and Settlement Agreement equivalent to this paragraph 1;~~

~~and the Panel shall determine and notify to all Parties the Aggregate PES Recoverable Amount as soon as practicable after the BSC 1998 Start Date.~~

~~1.1.2 For the purposes of this paragraph 1:~~

- ~~(a) the "1998 Programme Recovery Period" is the period over which PES Suppliers are entitled to recover amounts in respect of 1998 Programme Costs, and is the period beginning on the BSC 1998 Start Date and expiring on 31st March 2003;~~
- ~~(b) the "BSC 1998 Start Date" is the day after the Quarter Date preceding the Go live Date (or if the Go live Date is a Quarter Date, the day after the Go live Date).~~

~~1.1.3 The respective percentages ("PES 1998 Recovery Shares") in which PES Suppliers are entitled to recover the Aggregate PES Recoverable Amount are as follows:~~

Column 1	Column 2
Name of PES Supplier	PES 1998 Recovery Shares
Eastern Electricity plc	13.82%
PowerGen Energy plc	9.61%
London Electricity plc	8.50%
Manweb plc	5.71%
Midlands Electricity plc	9.64%
Northern Electric plc	5.44%
NORWEB Plc	8.99%

Column-1 Name of PES Supplier	Column-2 PES 1998 Recovery Shares
SEEBOARD PLC	8.91%
Southern Electric plc	11.75%
South Wales Electricity plc	3.64%
South Western Electricity plc	6.21%
Yorkshire Electricity Group plc	7.78%

~~1.1.4 In the event of any merger between one or more PES Suppliers any successor company shall have the aggregate PES 1998 Recovery Shares of its predecessors. Any successor to part only of the authorised area (as such term is defined in its PES Supply Licence) of a PES Supplier and the PES Supplier retaining the other part shall have such PES 1998 Recovery Shares as the Authority shall determine.~~

~~1.2 Amounts payable by Suppliers~~

~~1.2.1 The "Quarterly 1998 Programme Amount" ('Q1998PA') in respect of each Quarter beginning on the BSC 1998 Start Date shall be the amount determined in accordance with the following formula:-~~

$$Q1998PA = \frac{PACL * r}{(1 - (1 + r)^{-L})}$$

~~where:~~

~~r is the rate (expressed as a quarterly rate, and as a decimal value) determined by the Panel to be the time weighted average of the Base Rates prevailing during the preceding Quarter;~~

~~L is the remaining part of the 1998 Programme Recovery Period (specified in Quarters) as at the beginning of the relevant Quarter;~~

~~PACL is the remaining portion of the principal amount comprised in the Aggregate PES Recoverable Amount not recoverable in respect of previous Quarters.~~

~~1.2.2 As soon as reasonably practicable after the beginning of each Quarter, BSCCo shall determine the Quarterly 1998 Programme Amount in respect of that Quarter.~~

~~1.2.3 For each Supplier, in respect of each Quarter, the "Quarterly 1998 Programme Charge" (Q1998PC) payable by it in respect of that Quarter, shall be determined in accordance with the following formula:~~

$$Q1998PC = Q1998PA \times (C1998MWH / TC1998MWH)$$

~~where:-~~

~~C1998MWH is the Chargeable 1998 MWh for the Supplier;~~

~~TC1998MWH is the aggregate of Chargeable 1998 MWh for all Suppliers;~~

~~Q1998PC is the Quarterly 1998 Programme Charge for the Supplier; and~~

~~Q1998PA is the Quarterly 1998 Programme Amount for that Quarter.~~

- ~~1.2.4 For the purposes of paragraph 1.2.3, the Chargeable 1998 MWh ('C1998 MWh') for each Supplier in respect of a Quarter shall be the sum of the Supplier NHH MWh for that Quarter and the Supplier HH MWh for that Quarter.~~
- ~~1.2.5 For the purposes of paragraph 1.2.4:~~
- ~~(a) the Supplier NHH MWh in respect of a Supplier shall be the number of MWh supplied by that Supplier during the relevant Quarter in respect of Non Half Hourly Metering Systems (not being 100kW Metering Systems); and~~
 - ~~(b) the Supplier HH MWh in respect of a Supplier shall be the number of MWh supplied by that Supplier during the relevant Quarter in respect of Half Hourly Metering Systems (not being 100kW Metering Systems).~~
- ~~1.2.6 In each Quarter BSCCo will, not less than 16 Business Days before the end of the Quarter:~~
- ~~(a) estimate and notify to each Supplier, the Chargeable 1998 MWh and (by reference to that estimate) the Quarterly 1998 Programme Charge for each Supplier for that Quarter;~~
 - ~~(b) determine (by way of reconciliation in respect of the preceding Quarter) and notify to each Supplier:~~
 - ~~(i) the Chargeable 1998 MWh and Quarterly 1998 Programme Charge in relation to the preceding Quarter;~~
 - ~~(ii) the difference between the amount of the Quarterly 1998 Programme Charge previously estimated (under paragraph (a)) for the preceding Quarter and the amount of that charge determined under paragraph (i);~~
 - ~~(c) determine and notify to each Supplier the net amount payable by the Supplier in that Quarter (being the net aggregate of the amounts under paragraphs (a) and (b)(ii)).~~
- ~~1.2.7 In determination pursuant to paragraph 1.2.6, BSCCo shall take into account the most recent information received by it from PES Suppliers, the SAA and the SVAA as at the 30th day before the end of the relevant Quarter in which the determination falls to be made.~~
- ~~1.2.8 BSCCo shall be entitled, in the absence of manifest error and in the absence of information to the contrary derived from the Supplier Volume Allocation System or provided by the SAA:~~
- ~~(a) to assume that all Non Half Hourly Metering Systems relate to Metering Systems which are not 100kW Metering Systems; and~~
 - ~~(b) to rely on information provided by a Supplier pursuant to paragraph 1.2.9 as to its Supplier HH MWh.~~
- ~~1.2.9 For the purposes of paragraph 1.2.4 (unless otherwise agreed by the Panel) each Supplier shall inform BSCCo in writing, no later than 30 days before the end of each Quarter, of the number of MWh supplied by it to Half Hourly Metering Systems not being 100kW Metering Systems during the preceding Quarter.~~
- ~~1.2.10 Any Supplier which is a Supplier for part only of any Quarter shall pay charges on an interim basis of such amount as the Panel estimates to be reasonable for such Quarter.~~

~~Adjustments to charges on all Suppliers as a result of existing Suppliers leaving or new Suppliers joining will be made in such manner as the Panel shall determine, whereupon the Suppliers and/or former Suppliers shall be required to pay such additional amount or be entitled to such reimbursement as may be determined by the Panel by an adjustment to charges in respect of the then current Quarter.~~

~~1.2.11 The Panel may, in its discretion, determine the charges to be payable by Suppliers pursuant to this paragraph 1.2 according to such transitional arrangements as it considers appropriate from time to time having regard to the availability of information concerning Half Hourly Metering Systems or (as the case may be) Non Half Hourly Metering Systems, which are not 100kW Metering Systems and quantities of energy attributable to particular Suppliers.~~

~~1.2.12 Each Supplier shall pay, no later than the penultimate Business Day of each Quarter during the 1998 Programme Recovery Period (which shall be the due date for the purposes of Section D6.2.1), the amount determined and notified to pursuant to paragraph 1.2.6(c) in respect of the Quarterly 1998 Programme Charge for that Quarter.~~

~~1.3 Reimbursement to PES Suppliers~~

~~1.3.1 The amounts recovered from Suppliers pursuant to paragraph 1.2 in respect of a Quarter shall be distributed among the PES Suppliers on the last Business Day of that Quarter according to their proportionate PES 1998 Recovery Shares.~~

~~1.3.2 Any amounts received late from Suppliers shall be distributed on the same basis as soon as reasonably practicable following their receipt.~~

~~1.3.3 Following the end of each Quarter BSCCo shall monitor the amounts due to each PES Supplier since the BSC 1998 Start Date and the amounts paid, in each case in accordance with the provisions of this paragraph 1.~~

~~1.3.4 After the expiry of the 1998 Programme Recovery Period, BSCCo shall produce a statement showing the amounts due to each PES Supplier and the amounts paid, in each case in accordance with the provisions of this paragraph 1.~~

~~1.3.5 The Panel shall review the materiality of any differences between the amounts referred to in paragraph 1.3.4 and propose a mechanism for resolving them.~~

~~1.4 General~~

~~1.4.1 All amounts and charges under this paragraph 1 are exclusive of VAT which shall be added to such charges, if applicable.~~

~~1.4.2 In this paragraph 1 references to Quarters are to Quarters during the 1998 Programme Recovery Period.~~

~~2. POOL MEMBER NETA FUNDING~~

~~2.1 Recoverable amounts and shares~~

~~2.1.1 The amounts recoverable by Pool Members as Pool NETA Costs are amounts expended or funded by or on behalf of Pool Members before the Go Live Date under work packages authorised pursuant to arrangements made in the NETA Programme; and include amounts of BSCCo Transitional Costs allocated to the categories in paragraphs E5.1.3(b) of the Implementation Scheme to the extent funded:~~

~~(a) by payments pursuant to paragraph E5.2.4 of the Implementation Scheme in respect of Authorised Pool Expenditure;~~

~~(b) by payments pursuant to paragraph E5.3.2 of the Implementation Scheme (made in accordance with this Section D as modified by paragraph G6 of the Implementation Scheme);~~

~~(where terms not otherwise defined in the Code have the meanings given to them in the Implementation Scheme)~~

~~2.1.2 For the purposes of this paragraph 2:~~

~~(a) "Aggregate Pool NETA Costs" means the aggregate amount of Pool NETA Costs, with interest on each amount of Pool NETA Costs at the Base Rate from the first day of the month following that in which such amount was expended to the Pool NETA Start Date;~~

~~(b) the "Pool NETA Start Date" is the day after the Quarter Date following the Go live Date (or if the Go live Date is a Quarter Date, the day after the Go live Date);~~

~~2.1.3 Pool Members shall be entitled to recover the Aggregate Pool NETA Costs in the respective percentages ("Pool NETA Recovery Shares") in which, pursuant to the Pooling and Settlement Agreement, such amounts were expended by them (determined taking account of the interest adjustment to the Pool NETA Start Date under paragraph 2.1.2(a), and determined including as Pool Members such persons as is referred to in paragraph 2.3.5 and their percentage shares).~~

~~2.1.4 The period the ("Pool NETA Recovery Period") over which Pool Members are entitled to recover amounts in respect of Aggregate Pool NETA Costs is the period commencing on the Pool NETA Start Date and ending on 31st March 2005.~~

~~2.1.5 The Panel shall on or as soon as practicable after the Pool NETA Start Date determine the Aggregate Pool NETA Costs and the Pool NETA Recovery Shares for all Pool Members and provide a statement thereof to all Parties and the Authority, and the Panel's determination shall be final and binding in the absence of manifest error.~~

~~2.1.6 Pool Members shall provide to the Panel all such information as the Panel may reasonably require in connection with its determinations under paragraph 2.1.5.~~

~~2.2 Amounts payable by Trading Parties~~

~~2.2.1 The "Quarterly Pool NETA Amount" in respect of each Quarter beginning on the Pool NETA Start Date shall be the amount determined in accordance with the following formula:-~~

$$\text{QPNA} = \frac{\text{RPNC} * r}{(1 - (1 + r)^{-L})}$$

~~where:~~

~~r is the rate (expressed as a quarterly rate, and as a decimal value) determined by the Panel to be one percentage point per annum above the time weighted average of the Base Rates prevailing during the preceding Quarter;~~

~~L is the remaining part of the Pool NETA Recovery Period (specified in Quarters) as at the beginning of the relevant Quarter;~~

~~RPNC is the remaining portion of the principal amount comprised in the Aggregate Pool NETA Costs not recoverable in respect of previous Quarters.~~

~~2.2.2 As soon as reasonably practicable after the beginning of each Quarter, BSCCo shall determine the Quarterly Pool NETA Amount in respect of that Quarter.~~

~~2.2.3 The amount payable by each Trading Party, in respect of each Quarter in the Pool NETA Recovery Period, shall be an amount determined as:~~

$$\text{QPNA} * (S1 + S2 + S3) / 3$$

~~where:~~

~~QPNA is the Quarterly Pool NETA Amount in respect of that Quarter;~~

~~S1, S2 and S3 are the Trading Party's Main Funding Shares for each of the three months in that Quarter.~~

~~2.2.4 In each Quarter BSCCo will, not less than 16 Business Days before the end of the Quarter:~~

~~(a) estimate in relation to each Trading Party:~~

~~(i) the Main Funding Share for each month in that Quarter, and~~

~~(ii) on the basis of such estimated shares, the amount payable by such Trading Party pursuant to paragraph 2.2.3 in relation to that Quarter;~~

~~(b) determine (by way of reconciliation in respect of the preceding Quarter):~~

~~(i) the amount payable by each Trading Party pursuant to paragraph 2.2.3 in relation to the preceding Quarter (based on actual data as to Main Funding Shares);~~

~~(ii) the difference between the amount previously estimated (under paragraph (a)(ii)) for the preceding Quarter and the amount determined under paragraph (i);~~

~~(c) determine the net amount payable by the Trading Party in that Quarter (being the net aggregate of the amounts under paragraphs (a)(ii) and (b)(ii);~~

~~(d) notify the amounts so estimated and determined to each Trading Party.~~

~~2.2.5 Each Trading Party shall pay, no later than the penultimate Business Day of each Quarter in the Pool NETA Recovery Period (which shall be the due date for the purposes of Section D6.2.1), the amount determined under paragraph 2.2.4(c) in respect of that Quarter.~~

~~2.3 Reimbursement to Pool Members~~

~~2.3.1 The amounts recovered from Trading Parties pursuant to paragraph 2.2 in respect of a Quarter shall be distributed among Pool Members on the last Business Day of that Quarter according to their proportionate Pool NETA Recovery Shares.~~

- ~~2.3.2 Any amounts received late from Trading Parties shall be distributed on the same basis as soon as reasonably practicable following their receipt.~~
- ~~2.3.3 Following the end of each Quarter BSCCo shall monitor the amounts due to each Pool Member since the start of the Pool NETA Recovery Period and the amounts paid, in each case in accordance with the provisions of this paragraph 2.~~
- ~~2.3.4 After the expiry of the Pool NETA Recovery Period, BSCCo shall produce a statement showing the amounts due to each Pool Member and the amounts paid, in each case in accordance with the provisions of this paragraph 2; and Pool Members shall make appropriate adjusting payments as specified by the Panel in respect of any differences between the amounts referred to in paragraph 2.3.3.~~
- ~~2.3.5 Trading Parties agree, subject as follows, that a person which is not a Party but was a Pool Member shall be paid any amount which would be payable pursuant to this paragraph 2.3 if that person were a Party; and BSCCo shall (so far as it is reasonably able to do identify and contact such person) arrange for payment of such amount on behalf of Trading Parties to such person; provided that where that person remains liable to pay to Pool Members any amounts accruing but unpaid under the Pooling and Settlement Agreement, BSCCo shall act in accordance with the instructions of the Panel as to any deduction, withholding or set-off to be made before any payments are made to such person.~~

~~2.4 General~~

- ~~2.4.1 All amounts and charges under this paragraph 2 are exclusive of VAT which shall be added to such charges, if applicable.~~
- ~~2.4.2 In this paragraph 2 references to Quarters are to Quarters during the Pool NETA Recovery Period.~~

~~3 TRADING PARTY BETTA FUNDING~~

~~3.1 Recoverable amounts and shares~~

- ~~3.1.1 The amounts recoverable by Trading Parties as BETTA Support Costs are amounts expended or funded by and on behalf of Trading Parties before the BETTA Effective Date under work specifications authorised pursuant to Section C 8.1.2 and amounts which are otherwise described in the Code as being BETTA Support Costs.~~
- ~~3.1.2 For the purposes of this paragraph 3:~~
- ~~(a) "Aggregate BETTA Costs" means the aggregate amount of the BETTA Support Costs, with interest on each amount of BETTA Support Costs at the Base Rate from the first day of the month following that in which such amount was expended to the BETTA Start Date;~~
 - ~~(b) the "BETTA Start Date" is the day after the Quarter Date following the BETTA Effective Date (or if the BETTA Effective date is a Quarter Date, the day after the BETTA Effective Date);~~
 - ~~(c) "BETTA Trading Party" means a person who is a Trading Party as at BETTA Effective Date or who subsequently becomes a Trading Party in accordance with the provisions of the Code.~~
- ~~3.1.3 Trading Parties shall be entitled to recover the Aggregate BETTA Costs in the respective percentages ("BETTA Recovery Shares") in which, pursuant to the Code, such amounts~~

~~were expended by them (determined taking account of the interest adjustment to the BETTA Start Date under paragraph 3.1.2(a), and determined including as Trading Parties such persons as are referred to in paragraph 3.3.5 and their percentage shares).~~

~~3.1.4 The period ("BETTA Recovery Period") over which Trading Parties are entitled to recover amounts in respect of Aggregate BETTA Costs is the period commencing on the BETTA Start Date and ending 5 years thereafter.~~

~~3.1.5 The Panel shall, on or as soon as practicable after the BETTA Start Date, determine the Aggregate BETTA Costs and the BETTA Recovery Shares for all Trading Parties and provide a statement thereof to all Parties and the Authority, and the Panel's determination shall be final and binding in the absence of manifest error.~~

~~3.1.6 Trading Parties shall provide to the Panel all such information as the Panel may reasonably require in connection with its determinations under paragraph 3.1.5.~~

~~3.2 Amounts payable by BETTA Trading Parties~~

~~3.2.1 The "Quarterly BETTA Amount" in respect of each Quarter beginning on the BETTA Start Date shall be the amount determined in accordance with the following formula:-~~

$$\text{QBA} = \frac{\text{RBC} * r}{(1 - (1 + r)^{-L})}$$

~~where:~~

~~r is the rate (expressed as a quarterly rate, and as a decimal value) determined by the Panel to be one percentage point per annum above the time weighted average of the Base Rates prevailing during the preceding Quarter;~~

~~L is the remaining part of the BETTA Recovery Period (specified in Quarters) as at the beginning of the relevant Quarter;~~

~~RBC is the remaining portion of the principal amount comprised in the Aggregate BETTA Costs not recoverable in respect of previous Quarters.~~

~~3.2.2 As soon as reasonably practicable after the beginning of each Quarter, BSCCo shall determine the Quarterly BETTA Amount in respect of that Quarter.~~

~~3.2.3 The amount payable by each BETTA Trading Party, in respect of each Quarter in the BETTA Recovery Period, shall be an amount determined as:~~

$$\text{QBA} * (S1 + S2 + S3) / 3$$

~~where:~~

~~QBA is the Quarterly BETTA Amount in respect of that Quarter;~~

~~S1, S2 and S3 are the BETTA Trading Parties' Main Funding Shares for each of the three months in that Quarter.~~

~~3.2.4 In each Quarter BSCCo will, not less than 16 Business Days before the end of the Quarter:~~

~~(a) estimate in relation to each BETTA Trading Party:~~

~~(i) the Main Funding Share for each month in that Quarter, and~~

- ~~(ii) — on the basis of such estimated shares, the amount payable by such BETTA Trading Party pursuant to paragraph 3.2.3 in relation to that Quarter;~~
 - ~~(b) — determine (by way of reconciliation in respect of the preceding Quarter):~~
 - ~~(i) — the amount payable by each BETTA Trading Party pursuant to paragraph 3.2.3 in relation to the preceding Quarter (based on actual data as to Main Funding Shares);~~
 - ~~(ii) — the difference between the amount previously estimated (under paragraph (a)(ii)) for the preceding Quarter and the amount determined under paragraph (i);~~
 - ~~(c) — determine the net amount payable by the BETTA Trading Party in that Quarter (being the net aggregate of the amounts under paragraphs (a)(ii) and (b)(ii);~~
 - ~~(d) — notify the amounts so estimated and determined to each BETTA Trading Party.~~
- ~~3.2.5 — Each BETTA Trading Party shall pay, no later than the penultimate Business Day of each Quarter in the BETTA Recovery Period (which shall be the due date for the purposes of Section D6.2.1), the amount determined under paragraph 3.2.4(c) in respect of that Quarter.~~

~~3.3 — Reimbursement to Trading Parties~~

- ~~3.3.1 — The amounts recovered from BETTA Trading Parties pursuant to paragraph 3.2 in respect of a Quarter shall be distributed among Trading Parties on the last Business Day of that Quarter according to their proportionate BETTA Recovery Shares.~~
- ~~3.3.2 — Any amounts received late from BETTA Trading Parties shall be distributed on the same basis as soon as reasonably practicable following their receipt.~~
- ~~3.3.3 — Following the end of each Quarter BSCCo shall monitor the amounts due to each Trading Party since the start of the BETTA Recovery Period and the amounts paid, in each case in accordance with the provisions of this paragraph 3.~~
- ~~3.3.4 — After the expiry of the BETTA Recovery Period, BSCCo shall produce a statement showing the amounts due to each Trading Party and the amounts paid, in each case in accordance with the provisions of this paragraph 3; and Trading Parties shall make appropriate adjusting payments as specified by the Panel in respect of any differences between the amounts referred to in paragraph 3.3.3.~~
- ~~3.3.5 — Trading Parties agree, subject as follows, that a person which has ceased to be a Party by virtue of it becoming a Discontinuing Party prior to the BETTA Effective Date shall be paid any amount which would be payable pursuant to this paragraph 3.3 if that person were a Party; and BSCCo shall (so far as it is reasonably able to do identify and contact such person) arrange for payment of such amount on behalf of BETTA Trading Parties to such person; provided that where that person remains liable in accordance with Section A5.3.3 for any amounts unpaid under the Code, BSCCo shall act in accordance with the instructions of the Panel as to any deduction, withholding or set off to be made before any payments are made to such person.~~

~~3.4 — General~~

~~3.4.1 All amounts and charges under this paragraph 3 are exclusive of VAT which shall be added to such charges, if applicable.~~

~~3.4.2 In this paragraph 3 references to Quarters are to Quarters during the BETTA Recovery Period.~~

~~4. SCOTTISH OPERATIONAL RUN-OFF COSTS FUNDING~~

~~4.1 Recoverable amounts and shares~~

~~4.1.1 The amounts recoverable by the Scottish Distribution Companies as Scottish Operational Run-Off Costs are described in this paragraph 4.~~

~~4.1.2 For the purposes of this paragraph 4:~~

~~(a) "Scottish Distributor Recoverable Amount" or "SDRA" means the sum of the amounts notified by the Authority, with interest at the rate specified as r in paragraph 4.2.1 from the first day of the month following the Scottish Distributor Start Date in respect of the Scottish Operational Run-Off Costs for:~~

~~(i) SP Transmission & Distribution Limited and the amount notified shall be known as SPDLA; and~~

~~(ii) Scottish Hydro Electric Power Distribution Limited and the amount notified shall be known as SHEPDLA;~~

~~(b) the "Scottish Distributor Start Date" is the next Quarter Date which occurs following the date that the Authority notifies the Panel of the Scottish Distributor Recoverable Amount for each Scottish Distribution Company.~~

~~4.1.3 Each Scottish Distribution Company shall be entitled to recover the Scottish Distributor Recoverable Amount in the applicable percentage ("Scottish Distributor Recovery Share") set out at paragraph 4.3.1.~~

~~4.1.4 The period (the "Scottish Distributor Recovery Period") over which each Scottish Distribution Company is entitled to recover amounts in respect of Scottish Operational Run-Off Costs is the period commencing on the Scottish Distributor Start Date and ending one year thereafter.~~

~~4.1.5 The Panel shall on or as soon as practicable after the Scottish Distributor Start Date provide a statement of the Scottish Distributor Recoverable Amount and the Scottish Distributor Recovery Shares thereof to all Trading Parties, the Scottish Distribution Companies and the Authority.~~

~~4.1.6 The Trading Parties shall provide to the Panel all such information as the Panel may reasonably require in connection with its determinations under paragraph 4.1.5.~~

~~4.1.7 In the event of any merger of any Scottish Distribution Company any successor company shall have the aggregate Scottish Distributor Recovery Share of its predecessor. Any successor company to a part only of the Scottish Distribution Company shall have such Scottish Distributor Recovery Share as the Authority shall determine.~~

~~4.2 Amounts payable by Trading Parties~~

~~4.2.1 The "Quarterly Distributor Run-Off Amount" (QDRA) in respect of each Quarter beginning on the Scottish Distributor Start Date shall be the amount determined in accordance with the following formula:-~~

$$\text{QDRA} = \frac{r * \text{SDRC}}{(1 - (1 + r)^{-t})}$$

~~where:~~

~~r~~ is the rate (expressed as a quarterly rate, and as a decimal value) determined by the Panel to be one percentage point per annum above the time weighted average of the Base Rates prevailing during the preceding Quarter;

~~L~~ is the remaining part of the Scottish Distributor Recovery Period (specified in Quarters) as at the beginning of the relevant Quarter;

~~SDRC~~ is the remaining portion of the principal amount comprised in the Scottish Distributor Recoverable Amount not recoverable in respect of previous Quarters.

~~4.2.2~~ As soon as reasonably practicable after the beginning of each Quarter, BSCCo shall determine the Quarterly Distributor Run-Off Amount in respect of that Quarter.

~~4.2.3~~ The amount payable by each Trading Party, in respect of each Quarter in the Scottish Distributor Recovery Period, shall be an amount determined as:

$$\text{QDRA} * (S1 + S2 + S3) / 3$$

where:

~~QDRA~~ is the Quarterly Distributor Run-Off Amount in respect of that Quarter;

~~S1, S2 and S3~~ are the Trading Party's Main Funding Shares for each of the three months in that Quarter.

~~4.2.4~~ In each Quarter BSCCo will, not less than 16 Business Days before the end of the Quarter:

(a) estimate in relation to each Trading Party:

(i) the Main Funding Share for each month in that Quarter, and

(ii) on the basis of such estimated shares, the amount payable by such Trading Party pursuant to paragraph 4.2.3 in relation to that Quarter;

(b) determine (by way of reconciliation in respect of the preceding Quarter):

(i) the amount payable by each Trading Party pursuant to paragraph 4.2.3 in relation to the preceding Quarter (based on actual data as to Main Funding Shares);

(ii) the difference between the amount previously estimated (under paragraph (a)(ii)) for the preceding Quarter and the amount determined under paragraph (i);

(c) determine the net amount payable by the Trading Party in that Quarter (being the net aggregate of the amounts under paragraphs (a)(ii) and (b)(ii));

(d) notify the amounts so estimated and determined to each Trading Party.

~~4.2.5~~ Each Trading Party shall pay, no later than the penultimate Business Day of each Quarter in the Scottish Distributor Recovery Period (which shall be the due date for the purposes of Section D6.2.1), the amount determined under paragraph 4.2.4(c) in respect of that Quarter.

~~4.3~~ Reimbursement to Scottish Distribution Companies

~~4.3.1 The amounts recovered from Trading Parties pursuant to paragraph 4.2 in respect of a Quarter shall be distributed among the Scottish Distribution Companies on the last Business Day of that Quarter according to the following percentages (the "Scottish Distributor Recovery Share"):~~

~~(i) SP Transmission & Distribution Limited:~~

$$\text{Scottish Distributor Recovery Share (\%)} = \frac{\text{SPDLA} * 100}{\text{SDRA}}$$

~~(ii) Scottish Hydro Electric Power Distribution Limited:~~

$$\text{Scottish Distributor Recovery Share (\%)} = \frac{\text{SHEPDLA} * 100}{\text{SDRA}}$$

~~4.3.2 Any amounts received late from Trading Parties shall be distributed on the same basis as soon as reasonably practicable following their receipt.~~

~~4.3.3 Following the end of each Quarter BSCCo shall monitor the amounts payable by each Trading Party since the start of the Scottish Distributor Recovery Period and the amounts paid by each Trading Party, in each case in accordance with the provisions of this paragraph 4.~~

~~4.3.4 After the expiry of the Scottish Distributor Recovery Period, BSCCo shall produce a statement showing the amounts paid by each Trading Party, in each case in accordance with the provisions of this paragraph 4; and Trading Parties shall make appropriate adjusting payments as specified by the Panel in respect of any differences between the amounts referred to in paragraph 4.3.3.~~

~~4.4 General~~

~~4.4.1 All amounts and charges under this paragraph 4 are exclusive of VAT which shall be added to such charges, if applicable.~~

~~4.4.2 In this paragraph 4 references to Quarters are to Quarters during the Scottish Distributor Recovery Period.~~

SECTION F: MODIFICATION PROCEDURES (Version 30.0)

Amend paragraph 1.1.7 as follows:

~~[96-E] 1.1.7 _____ For the avoidance of doubt the provisions of this Section F apply to the Code including the Pool Supplement. Not used~~

Amend paragraph 3.1.6 as follows:

~~[96-E] 3.1.6 For the purposes of this Section F, Code Subsidiary Documents shall be construed as including the Agreed Procedures, Codes of Practice, Service Lines and Supplier Service Lines referred to in (and, in each case, as defined in) the Pool Supplement. Not used~~

SECTION G: CONTINGENCIES (Version 12.0)

Amend paragraph 3.3.7 as follows:

[96-E]3.3.7 ~~Subject to Section 15.1, f~~For the purposes of the Code, in relation to any Trading Party, the Black Start Reallocation Proportion is the proportion determined as:

$$\sum_d \sum_a \sum_i QCE_{iaj} / \sum_d \sum_p \sum_i QCE_{iaj}$$

where

\sum_i represents, for each Energy Account a, in Settlement Period j, the sum over all BM Units i that are in offtaking Trading Units;

\sum_a represents the sum over all Energy Accounts a, for Party p;

\sum_p represents the sum over all Trading Parties p;

\sum_d represents the sum over all Settlement Periods in the seven Settlement Days immediately preceding the Settlement Day on which the Black Start Period commenced

provided that, where such seven day period includes any day before the Go-live Date, there shall (in the above formula) be used, in relation to Settlement Periods in any such day, such quantities (pursuant to the Pooling and Settlement Agreement or otherwise) as the Panel shall determine to be appropriate.

SECTION H: GENERAL (Version 26.0)

Amend paragraphs 1.2.1 and 1.2.2 as follows:

1.2.1 The Code comprises:

[96-E](a) each of the Sections; and

[96-E](b) any Annex attached to a Section; ~~and~~

~~[96-E](c) the Pool Supplement.~~

[96-E]1.2.2 ~~The Pool Supplement includes provision for the determination, settlement and reconciliation of liabilities (as provided in the Pool Supplement) arising under or by reference to the Pooling and Settlement Agreement in respect of the period prior to the Go-live Date and, accordingly, references in the Code to the Code, insofar as it applies to or by reference to Settlement Periods from (and including) the First Settlement Period shall not include the Pool Supplement, unless otherwise expressly stated.~~ Not used

Amend paragraph 1.2.7(b) as follows:

[96-E](b) without prejudice to paragraph 1.5 and other than in Section A, Section F, Section H, ~~and~~ Section X (including Annex X-1 and Annex X-2) ~~and the Pool Supplement~~ references in the Code to the Code shall be interpreted to include all relevant Code Subsidiary Documents, unless the context otherwise requires; and

Amend paragraph 1.5.5 as follows:

[96-E]1.5.5 ~~References in this paragraph 1.5 to the Code shall not include the Pool Supplement.~~ Not used

Amend paragraph 2.1.1 as follows:

~~[96-E]2.1.1~~ Without prejudice to paragraphs ~~2.3 and 2.4~~, the Code shall come into force and take effect on and from the Code Effective Date.

Amend paragraph 2.4 as follows:

~~[96-E]2.4~~ **Pool Supplement**

~~2.4.1~~ ~~The arrangements set out in the Pool Supplement shall apply on and from the date and in relation to the matters set out in the Pool Supplement.~~ Not Used

SECTION I: TRANSITIONAL ARRANGEMENTS FOR IMPLEMENTATION OF BETTA

Introduction

This Section I sets out or refers to certain paragraphs of the Code or Transitional Code Subsidiary Documents which shall apply in place of or shall amend or otherwise change existing Code paragraphs during the Transition Period and, in some cases immediately following the BETTA Effective Date, in relation to particular Parties and/or in relation to particular Metering Systems and/or Scottish Volume Allocation Units as a result of the extension of the application of the Code to Scotland.

~~[96-E]1.~~ **DISAPPLICATION OF SECTION F**

~~1.1~~ ~~Section F not to apply to certain sections~~

~~1.1.1~~ ~~Except as provided in this Section the provisions of Section F as they relate to modification of the Code shall be suspended in relation to any paragraph of this Section I (including its Annexes) or Section Q5.5.1(d) for the duration of the Transition Period.~~ NOT USED.

~~[96-E]2.~~ **Creation and Modification of Transitional Code Subsidiary Documents**

~~2.1~~ ~~Procedures~~

~~2.1.1~~ ~~Notwithstanding any provision in Section F, the Panel shall be entitled to decide that a consultation carried out by BSCCo prior to BETTA Go Active in relation to a Transitional Code Subsidiary Document or any amendment to any other Code Subsidiary Document appropriate for the implementation of BETTA is appropriate, in the light of the complexity, importance and urgency of the proposed change in accordance with Section F3.2.1.~~

~~2.1.2~~ ~~Where the Panel has made a decision in accordance with paragraph 2.1.1 that a consultation carried out by BSCCo prior to BETTA Go Active in relation to a Transitional Code Subsidiary Document or any amendment to any other Code Subsidiary Document appropriate for the implementation of BETTA is appropriate then that consultation shall be deemed to be a consultation by the Panel in accordance with Section F3.2.1.~~

~~2.1.3~~ ~~In relation to a Transitional Code Subsidiary Document or any amendment to any other Code Subsidiary Document appropriate for the implementation of BETTA, the Panel shall be entitled to decide that the copying by BSCCo of any proposed draft changes to each Party and otherwise publishing it prior to or during a consultation undertaken by BSCCo prior to BETTA Go Active shall be sufficient publication in accordance with Section F3.2.2.~~

~~2.1.4 — Each Party, each Panel member, BSCCo and the Panel Secretary shall take all reasonable steps to ensure that any Transitional Code Subsidiary Document or any amendment to any Code Subsidiary Document appropriate for the implementation of BETTA is considered, evaluated and implemented as soon as reasonably practicable having regard to the timing of the implementation of BETTA and, for the avoidance of doubt, a Transitional Code Subsidiary Document may be created or an amendment to any Code Subsidiary Document appropriate for the implementation of BETTA may be made on the day on which the proposed Transitional Code Subsidiary Document or proposed amendment is proposed to the Panel.~~

~~2.1.5 — Transitional Code Subsidiary Documents shall be Code Subsidiary Documents.~~

~~2.2 — Non-Application of Sections F3.1.5 and F3.2.3~~

~~2.2.1 — Sections F3.1.5 and F3.2.3 shall not apply to the creation of the Transitional Code Subsidiary Documents appropriate for the implementation of BETTA.~~

~~2.3 — Voluntary Compliance with Transitional Code Subsidiary Documents~~

~~2.3.1 — Subject to paragraph 13 where a Party is voluntarily complying with a proposed Transitional Code Subsidiary Document then, in the event that the Panel has not created a Transitional Code Subsidiary Document in the same or substantially the same form as the proposed Transitional Code Subsidiary Document (a "similar Transitional Code Subsidiary Document"), the Party shall be entitled to continue to comply voluntarily with the proposed Transitional Code Subsidiary Document until such date as the Panel creates a similar Transitional Code Subsidiary Document and shall not be required to comply with any Code Subsidiary Document which exists in relation to the same or essentially the same matters.~~

~~2.4 — Substitution of BSCP with Transitional Code Subsidiary Document where approved by Panel~~

~~2.4.1 — In the event that the Panel creates or makes a Transitional Code Subsidiary Document (or creates or makes a modification appropriate for the implementation of BETTA to a Code Subsidiary Document), such Transitional Code Subsidiary Document (or modification) shall, until the BETTA Effective Date or such other date approved by the Panel, apply in place of the relevant existing Code Subsidiary Document to the extent that the Panel so approves when creating or making the Transitional Code Subsidiary Document (or modification). NOT USED~~

~~[96-E]3. COMPLIANCE WITH TRANSITIONAL CODE SUBSIDIARY DOCUMENTS~~

~~3.1 — Deeming of Action taken prior to BETTA Go Active to be Compliance~~

~~3.1.1 — Where:~~

- ~~(a) — a Party is required to take a step or steps or provide certain information or documents ("a step") under this Section I or any other provision of the Code; and~~
- ~~(b) — such Party prior to BETTA Go Active has already taken such step in accordance with a voluntary process agreed with or proposed by BSCCo and such step, if it had been taken at or following BETTA Go Active, would comply with the requirements of this Section I or any other provision of the Code;~~

~~such step shall be deemed to be valid and effective for the purposes of the Code and to have been taken on BETTA Go Active.~~

~~3.1.2 Where:~~

- ~~(a) a Party is required to take a step pursuant to any Transitional Code Subsidiary Document; and~~
- ~~(b) such Party prior to the creation of the Transitional Code Subsidiary Document, has already taken such step and, if the step had been taken subsequent to the creation of the Transitional Code Subsidiary Document it would comply with the requirements of the relevant Transitional Code Subsidiary Document;~~

~~such step shall be deemed to be valid and effective for the purposes of the Transitional Code Subsidiary Document at the date on which such Transitional Code Subsidiary Document is created by the Panel.~~

~~mutatis mutandis where a Party is required to take a step pursuant to any amendment to a Code Subsidiary Document appropriate for the implementation of BETTA.~~ **NOT USED**

[96-E]4. THE PANEL

~~4.1 Panel Elections~~

~~4.1.1 Notwithstanding any provision in Section B, the persons whose names are notified to the NETSO in writing by the Authority on or prior to the BETTA Effective Date shall be deemed to be the Panel Members elected by the Trading Parties pursuant to Section B2.2.1 and Annex B 2.~~

~~4.1.2 Upon receipt of the notice referred to in paragraph 4.1.1 the NETSO shall immediately notify the Panel Secretary of the names of the Panel Members set out in the notice.~~

~~4.1.3 Where a notification pursuant to paragraph 4.1.2 is made:~~

- ~~(a) on or prior to BETTA Go Active, the notification shall be effective on BETTA Go Active; and~~
- ~~(b) after BETTA Go Active but prior to the BETTA Effective Date, the notification shall be effective from midnight on the date that the notification is received by BSCCo.~~

~~4.1.4 Notwithstanding Section B2.7.3, when a notification is made pursuant to paragraph 4.1.1 the term of office of all Panel Members elected pursuant to Section B2.2.1 and Annex B 2 prior to the date of the notification shall:~~

- ~~(a) if the notification is received by BSCCo on or prior to BETTA Go Active, expire at midnight on the day immediately prior to BETTA Go Active; or~~
- ~~(b) if the notification is received by BSCCo subsequent to BETTA Go Active but prior to the BETTA Effective Date, expire at midnight on the date the notification is received by BSCCo.~~

~~4.2 Panel Objectives during Transition Period~~

~~4.2.1 During the Transition Period the following paragraph shall replace Section B 1.2.1 (b):~~

that the Code is given effect in such manner as will facilitate achievement of the objectives (so far as applicable to the manner in which the Code is given effect) as set out in Condition C 3(3)(a) to (e) of the Transmission Licence.

Total System is restricted, during Transition Period, to relate only to England and Wales. **NOT USED**

~~[96-E]5. NOT USED CALCULATION OF BLACK START REALLOCATION PROPORTION~~

~~5.1 Replacement of Section G3.3.7 commencing on BETTA Effective Date~~

~~5.1.1 The following paragraph shall replace Section G3.3.7 for the first seven days commencing on the BETTA Effective Date:~~

~~For the purposes of the Code, in relation to any Trading Party, the Black Start Reallocation Proportion, for the first seven days commencing on the BETTA Effective Date, shall be the proportion determined as:~~

$$\frac{\sum_d \sum_a \sum_i QCE_{iaj}}{\sum_d \sum_p \sum_i QCE_{itj}}$$

~~where~~

~~\sum_i represents, for each Energy Account a, in Settlement Period j, the sum over all BM Units that are in offtaking Trading Units~~

~~\sum_a represents the sum over all Energy Accounts a, for Party p~~

~~\sum_p represents the sum over all Trading Parties p~~

~~\sum_d represents the sum over all Settlement Periods in the seven Settlement Days immediately preceding the Settlement Day on which the Black Start Period commenced~~

~~provided that, in relation to BM Units located in Scotland, where such seven day period includes any day before the BETTA Effective Date, there shall (in the above formula) be used, in relation to Settlement Periods in any such day, such quantities as the Panel shall determine to be appropriate.~~

6. REGISTRATION OF METERING SYSTEMS

~~[96-E]6.1 Reference to BDTP 15 and BDTP 20~~

~~6.1.1 For those Parties who prior to the BETTA Effective Date effect registrations in accordance with Section K in relation to Metering Systems which are located within Scotland where reference is made in Sections K3.2.4, K3.2.5, K3.3.3, K 3.3.4, K3.3.9 and K3.3.10 to BSCP15 this shall be deemed to be a reference to BDTP 15. **Not Used**~~

~~[96-E]6.2 Registration Requirements~~

~~6.2.1 During the Transition Period and solely in relation to those Parties who are responsible for CVA Metering Systems located in Scotland and who, as a result, must apply in accordance with BDTP 20, the words in Section K 2.2.1(d) shall be deemed to be replaced by the words: "the date with effect from which the applicant wishes the registration to be effective which shall not be earlier than the date set out in BDTP 20, that is, the BETTA Effective Date".~~

~~6.2.2 Where reference is made in Sections K1.3.3, K2.2.2, K2.2.3 and K2.2.5 and K2.2.6 to BSCP20 this shall, during the Transition Period, in relation to the registration of a~~

~~Metering System in CMRS which is located in Scotland be deemed to be a reference to BDTP 20.~~
Not Used

6.3 Configuration of BM Units

- 6.3.1 BSCCo shall keep a copy of all determinations of BM Units made in Table A in Annex I-2 and shall make such determinations available to any Party on request.

6.4 Configuration of Trading Units

- 6.4.1 The determinations set out in Table B in Annex I-2 shall each be deemed to be a determination by the Panel for the purposes of Sections K4.3.1 and K4.5.1. BSCCo shall promptly notify the Trading Unit Applicants and the CRA of the determinations of Trading Units made in Table B in Annex I-2 at or as soon as reasonably possible following BETTA Go Active. BSCCo shall keep a copy of such determinations of Trading Units and shall make them available to any Party on request. Any notification by BSCCo pursuant to this paragraph shall be deemed to be a notification by the Panel for the purposes of Section K4.3.2.

6.5 Metering Dispensations

- 6.5.1 BSCCo shall maintain an up-to-date record of the Metering Dispensations in Table C in Annex I-2 and shall provide to the TAA a copy of such record and (promptly following making any such amendment) a copy of each amendment made to such record. Such metering dispensation shall be deemed to be a Metering Dispensation effective at the BETTA Effective Date made in accordance with the provisions of paragraph L3.4.

~~[96-E]6.6 Registrant Responsibilities~~

- ~~6.6.1 During the Transition Period, in relation to any CVA Metering System located in Scotland, the reference in Section L2.3.1 to BSCP02 shall be deemed to be a reference to BDTP 02.~~
Not Used

~~[96-E]6.7 Sealing and Security~~

- ~~6.7.1 Every Metering System registered in accordance with BDTP 20 which has been sealed by a SAS Meter Operator which seal is in force on the day before the BETTA Effective Date shall be deemed to have satisfied the requirements of BSCP06 in relation to sealing.~~
Not Used

~~[96-E]7. REPLACEMENT OF REFERENCE TO BSCPS 20 AND 75 WITH REFERENCE TO BDTPS 20 AND 75~~

~~7.1 Certain BDTPs to replace BSCPs~~

- ~~7.1.1 During the Transition Period, in relation to the preparation of Aggregation Rules applying to Scottish Volume Allocation Units, every reference in Section R to BSCP75 shall be deemed to be a reference to BDTP 75.~~

NOT USED

~~[96-E]8. COMPLIANCE WITH BDTPS 70 AND 25, AND ENTRY PROCESSES, ACCREDITATION AND CERTIFICATION DOCUMENT~~

~~8.1 Compliance with BDTPs 70 and 25~~

~~8.1.1 During the Transition Period parties who have or will become Parties and/or Party Agents as a result of the extension of the application of the Code to Scotland shall comply with BDTP 70 and BDTP 25 as applicable.~~

~~8.2 BSCCo to develop Entry Processes, Accreditation and Certification Document~~

~~develop, consult upon and submit in accordance with this Section I an Entry Processes, Accreditation and Certification Document for creation as a Transitional Code Subsidiary Document by the Panel.~~**NOT USED**

~~[96-E]9. METERING ACCESS AND TESTING~~

~~9.1 Access to Metering System~~

~~9.1.1 In relation to any Metering Systems located in Scotland the onus shall be on the Parties to:~~

- ~~(a) provide access to such Metering Systems to BSCCo and/or the BSC Agent(s);~~
- ~~(b) provide access to and enable the use of all communication lines (including PSTN, Paknet, Mobile and privately owned networks) to BSCCo and/or the BSC Agent(s) that are required;~~
- ~~(c) provide access to or, as required by BSCCo and/or the BSC Agent(s), provide copies of and enable the use of all metered data; and~~
- ~~(d) take any other action or provide any other resources, data or access reasonably required by BSCCo and the BSC Agent(s);~~

~~for the purpose of Proving Tests, validation and market trialling activities in such time as set out in the Testing Document.~~

~~9.2 Compliance with testing document~~

~~9.2.1 The onus shall be on the Party or party who has made an application to become a Party, as the case may be, and who is responsible for Scottish Volume Allocation Units to take any steps and provide any data required by the Testing Document in such time so that BSCCo is in a position to carry out any testing required to satisfy itself that the BSC Systems will operate effectively at and from 0000 hours on the BETTA Effective Date.~~**NOT USED**

~~[96-E]10. METERING SYSTEMS WHERE METER ADVANCE CALCULATED UNDER SAS NOT NEW METERING SYSTEMS FOR SECTION S-2 4.3.11~~

~~10.1 Section S-2 4.3.11 not to apply~~

NOT USED

~~[96-E]11. EXEMPTION FROM SPECIFIED BSC CHARGES FOR CERTAIN PARTIES~~

~~11.1 Charges not applicable to certain parties at BETTA Effective Date~~

~~11.1.1 A Party who is a party to SAS at BETTA Go Active and becomes a Party at BETTA Go Active shall not be liable for the following charges in the period prior to the BETTA Effective Date:~~

- ~~(a) a Base Monthly charge as described in Annex D-3 3.1(a);~~
- ~~(b) a Dataline Monthly charge as described in Annex D-3 3.1(d); and~~

~~(c) — a TIBCO Software Support charge, as described in Annex D-3.3.1(e).~~

NOT USED

[96-E]12. NOT USED FURTHER DEVELOPMENT OF REQUIREMENTS FOR TRANSITION

12.1 — Introduction

~~12.1.1 — This paragraph 12 sets out the procedures for modification of the Code in order to facilitate the exercise by the Authority of the powers set out in Condition C3(6) of the Transmission Licence. Section F shall not apply to a Proposed Transitional Modification or Approved Transitional Modification referred to in this paragraph 12.~~

12.2 — Development of Proposed Transitional Modification

~~12.2.1 — BSCCo shall, during the Transition Period, take such steps in relation to the identification, development and proposal of changes to the Code as are necessary or appropriate for the purpose of ensuring the effective transition from the arrangements subsisting pursuant to the Code prior to BETTA Go Active to those subsisting under the Code at the BETTA Effective Date in relation to the matters set out in Annex I-1 (the "Matters") and in relation to any further matters if so instructed by the Authority. Without limiting the generality of the foregoing, such steps may include:~~

- ~~(a) — the identification, impact assessment, analysis, development and drafting of proposed modifications to the Code (a "Proposed Transitional Modification");~~
- ~~(b) — obtaining or undertaking any necessary or appropriate information, advice in relation to such Proposed Transitional Modifications;~~
- ~~(c) — consultation in accordance with the instructions of the Authority in relation to such Proposed Transitional Modifications;~~
- ~~(d) — the submission of a report in a form specified by the Authority;~~
- ~~(e) — any further development, drafting (including drafting of any proposed text of any Proposed Transitional Modification), consulting and reporting requested by the Authority.~~

~~12.2.2 — For the avoidance of doubt, where the Authority has carried or carries out its own consultation in relation to Applications (as defined in Annex I-1), it shall not be necessary for BSCCo to take any of the steps set out in paragraph 12.2.1.~~

12.3 — Modification Notice

~~12.3.1 — Upon service by the NETSO to the Modification Secretary of a notice of Approved Transitional Modification signed by the NETSO in accordance with a direction of the Authority issued pursuant to the Transmission Licence:~~

- ~~(a) — the Code shall be modified in accordance with the terms of such notice; and~~
- ~~(b) — the Modification Secretary shall forthwith copy such notice to:~~
 - ~~(i) — each Party;~~
 - ~~(ii) — each Panel Member;~~
 - ~~(iii) — the Authority;~~

- ~~(iv) — each BSC Agent; and~~
- ~~(v) — each Core Industry Document Owner and the STC Committee.~~

~~12.4 — Implementation~~

- ~~12.4.1 — An Approved Transitional Modification of the Code shall take effect from the time and date specified in the notice referred to in paragraph 12.3.1 or, in the absence of any such time and date, from 00:00 hours on the day next following the date of service of such notice to the Modification Secretary (without prejudice to the Transitional Modification Implementation Date, if different).~~
- ~~12.4.2 — The Transitional Modification Implementation Date may be extended or brought forward with the prior approval of, or at the direction of, the Authority.~~
- ~~12.4.3 — BSCCo shall take appropriate steps to secure such amendments to the BSC Agent Contracts as may be necessary to give full and timely effect to an Approved Transitional Modification by the Transitional Modification Implementation Date.~~
- ~~12.4.4 — BSCCo shall take appropriate steps to procure changes to BSC Systems and processes in order to give full and timely effect to an Approved Transitional Modification by the Transitional Modification Implementation Date.~~
- ~~12.4.5 — BSCCo shall prepare a project brief for the implementation of the Approved Transitional Modification setting out the proposed steps, timetable and programme plan for such implementation consistent with the proposed Transitional Modification Implementation Date in accordance with the Code and the IS Policies. For the avoidance of doubt, a project brief may be in any form and size appropriate for BSCCo to be able to implement the Approved Transitional Modification at the Transitional Modification Implementation Date.~~
- ~~12.4.6 — BSCCo shall promptly provide a report to the Authority where:~~
 - ~~(a) — it appears, in BSCCo's reasonable opinion, that problems may arise, or have arisen, in the implementation of an Approved Transitional Modification in accordance with the project brief prepared pursuant to paragraph 12.4.5; and/or~~
 - ~~(b) — BSCCo has reason to believe that the changes necessary to BSC Systems and processes will not have been completed by the Transitional Modification Implementation Date; and/or~~
 - ~~(c) — BSCCo becomes aware of any circumstances which might otherwise prevent or delay the full and timely implementation of the Approved Transitional Modification.~~

~~12.5 — Confidentiality~~

- ~~12.5.1 — Any representations submitted by a person pursuant to this paragraph 12 shall be made publicly available save as otherwise expressly requested by such person by notice in writing to BSCCo.~~
- ~~12.5.2 — The Panel and BSCCo shall not be liable for any accidental publication of a representation which is the subject of a request made under paragraph 12.5.1.~~
- ~~12.5.3 — For the avoidance of doubt, all representations (whether or not marked confidential) shall be sent to the Authority.~~

~~12.5.4~~ Where any provision of this paragraph 12.5 provides for data, information or reports to be published or made available to Parties and/or other persons, the Panel shall exclude therefrom any matters in respect of which the Authority issues a notice to the Modification Secretary that such matter shall be kept confidential.

~~12.6~~ **BETTA Support Costs**

~~in under this paragraph 12 shall be BETTA Support Costs as described in Annex D-5-3.1.1.~~

~~[96-E]~~ **13. TESTING REQUIREMENTS**

~~13.1~~ **Voluntary Compliance with Testing prior to BETTA Go Active**

~~13.1.1~~ Where:

- ~~(a)~~ a Test Participant is required to take a step or steps or provide certain information or documents ("a step") under the Testing Document including compliance with a Test Script; and
- ~~(b)~~ such Test Participant prior to BETTA Go Active has already taken such step in accordance with a voluntary process or voluntary Test Script agreed with or proposed by BSCCo and such step, if it had been taken at or following BETTA Go Active, would comply with the requirements of the Testing Document;

~~such step shall be deemed to be valid and effective for the purposes of the Code and to have been taken on BETTA Go Active except as provided in paragraph 13.2.~~

~~13.2~~ **Taking of Steps pursuant to Test Script**

~~13.2.2~~ Where a Test Participant has taken a step in relation to a Test Script and the Test Script is subsequently amended then, except where BSCCo agrees that it is not required, the Test Participant shall take that step again or such substitute or otherwise comply with the amended Test Script.

~~13.3~~ **Agreement to take Steps**

~~13.3.1~~ Each Test Participant agrees to take the steps required by this Section I and the Testing Document, including:

- ~~(a)~~ transfer or otherwise provide to BSCCo or its nominated BSC Agent SAS Metered Data and/or Operational Data (and for the avoidance of doubt, the provisions of Section H 4.6 shall apply to such data and information);
- ~~(b)~~ validate Test Data provided to that Test Participant employing SAS Metered Data, SAS Market Data and/or Operational Data as appropriate;
- ~~(c)~~ confirm the fitness of Test Data; and
- ~~(d)~~ provide any supporting data required to resolve any issues or problems regarding Test Data,

~~in order for BSCCo to complete BETTA Testing.~~

~~13.3.2~~ Each Test Participant agrees that any SAS Metered Data, SAS Market Data and/or Operational Data which relates to any period preceding the BETTA Effective Date shall be provided or otherwise made available to and may be used and disclosed by BSCCo and/or

~~any nominated BSC Agent in accordance with the provisions of the Code for the purposes only of BETTA Testing.~~

~~13.3.3 — Each Test Participant shall take such action as is required to validate and reconcile any differences in or issues arising from testing the Test Data provided to that Test Participant and provide supporting information relating to such validation and reconciliation to BSCCo and/or the nominated BSC Agent in accordance with any requirements in the Testing Document and Test Scripts.~~

~~13.4 — Provision of Supply Data~~

~~13.4.1 — Those Suppliers who are responsible for metering systems located in Scotland immediately before BETTA Go Active shall transfer, provide or otherwise release the following data to BSCCo or a nominated BSC Agent, as required by BSCCo:~~

- ~~(a) — Supplier's Metered Consumption;~~
- ~~(b) — Supplier's Metered Consumption (Losses); and~~
- ~~(c) — Supplier Purchase Matrix,~~

~~for the purposes of BETTA Testing in accordance with this paragraph 13 and the Testing Document.~~

~~13.5 — Physical Access of BSCCo and CDCA~~

~~13.5.1 — BSCCo shall have the rights set out in Section L6.1.4 when carrying out any steps required as part of BETTA Testing.~~

~~13.5.2 — The CDCA shall have the rights set out in Section L6.1.4(c) in connection with any BETTA Testing.~~

~~13.6 — Compliance with Test Scripts~~

~~13.6.1 — Each Test Participant shall comply with each Test Script as it applies to it within the timescales set out in those Test Scripts.~~

~~13.6.2 — Each Test Participant shall comply with each of the following requirements as it is detailed in each Test Script:~~

- ~~(a) — the exchange of Test Data;~~
- ~~(b) — Test Data validation;~~
- ~~(c) — confirmation of Test Data fitness for purpose and supporting evidence to BSCCo and/or BSC Agents;~~
- ~~(d) — resolution of any data quality issues in discussion with BSCCo or and/or its Agents~~

NOT USED

~~[96-E]14. NOT USED SUBMISSION OF GREAT BRITAIN FORECAST DATA BY THE NETSO~~

~~14.1 — General~~

~~14.1.1 — Whereas during the Transition Period Section V contains details for provision of forecast data excluding Scotland this paragraph 14 contains details for provision of specified forecast data including Scotland at certain dates.~~

~~14.1.2 — This paragraph 14 and Table I 4 set out details of the Great Britain Forecast Data to be published by BSCCo on the BSC Website between 20 January 2005 and the BETTA Effective Date.~~

~~14.1.3 — The provision of data to BSCCo under this paragraph and the reporting of data is a separate arrangement from any arrangements for the submission of data for the purposes of Section Q and/or for the purposes of Settlement, and (without prejudice to the provisions of Section M3.5) nothing contained in this paragraph 14 may give rise to any Trading Dispute.~~

~~14.2 — Submission of data to BSCCo~~

~~14.2.1 — In this paragraph 14:~~

~~(a) — capitalised terms shall, unless otherwise defined in the Code, have the meanings given to such terms in the Grid Code.~~

~~(b) — For the purposes of this paragraph 14 and Tables I 4 (and the capitalised terms therein) the following words shall have the following meanings:~~

~~"Distribution System" shall mean:~~

~~(i) — all or part of a distribution system in Great Britain operated by a Licensed Distribution System Operator; and~~

~~(ii) — all or part of any other distribution system in Great Britain for which the condition is satisfied that all entry/exit points are subject to registration in SMRS pursuant to the provisions of the MRA;~~

~~provided that:~~

~~(a) — such distribution system or part thereof is connected to the Transmission System at Grid Supply Points which fall within only one Group of GSPs; and~~

~~(b) — where part only of a distribution system is comprised in a Distribution System, each other part thereof must be comprised in one or more other Distribution Systems;~~

~~where:~~

~~(1) — 'distribution system' has the meaning given to that term in section 4(4) of the Act, following amendment of the Act by section 28 of the Utilities Act 2000;~~

~~(2) — 'entry/exit point' means a point at which electricity may flow on to or off such distribution system other than from or to the Transmission System or another such system or a distribution system referred to in paragraph (i) above;~~

~~and~~

~~"Transmission System": has the meaning given to the term 'GB Transmission System' in the Transmission Licence.~~

~~With the effect that all capitalised terms referred to in this paragraph 14 and Annex I 4 shall be interpreted in relation to Great Britain rather than only England and Wales.~~

~~14.2.2 The NETSO shall, on a reasonable endeavours basis, send to BSCCo the Great Britain Forecast Data expressed, where appropriate, as average MW values in accordance with the Reporting Frequency, the Reporting Format and with the Date of First Publication set out in Table I 4.~~

~~14.3 Obligations of BSCCo in relation to Great Britain Forecast Data~~

~~14.3.1 BSCCo shall arrange for the data set out in Table I 4 to be published on the BSC Website and revised from time to time as soon as reasonably practicable after BSCCo receives such data from the NETSO pursuant to paragraph 14.2.2.~~

~~14.3.2 Where such data is received by BSCCo from the NETSO on a day which is not a Business Day or after the close of a Business day, BSCCo shall publish such data on the BSC Website on the next following Business Day.~~

~~14.3.3 BSCCo shall:~~

- ~~(a) receive Great Britain Forecast Data from the NETSO, at such times and with such frequency as provided in Table I 4;~~
- ~~(b) report to the NETSO providing such data any failure to provide the data;~~
- ~~(c) store all such data received by BSCCo for a period of at least 12 months commencing on the day on which such data was provided.~~

~~14.4 Additional Provisions~~

~~14.4.1 Each Party acknowledges and agrees that:~~

- ~~(a) the rights and obligations of Parties (in Settlement and otherwise) under the Code shall not be affected or prejudiced in any way by; and~~
- ~~(b) (subject to Section V 1.1.5) no Party shall have any claim or entitlement against any BSC Agent, any Market Index Data Provider, BSCCo, the NETSO or any other Party as a result of;~~

~~the availability or non-availability (in whole or in part) of any data on the BSC Website or otherwise as contemplated to be available under this Section H4, or any error or inaccuracy in such data and no warranty or representation is given (whether expressly or impliedly) by any person as to the accuracy or completeness of any such data.~~

~~14.5 Consent to disclosure~~

~~14.5.1 Each Party irrevocably and unconditionally consents to the publication of data to the extent that such data is to be published by BSCCo pursuant to this paragraph 14, where paragraph 14 provides for such data to be published and where data is or may be published pursuant to this Section I such data shall not be regarded as Confidential Information for the purposes of Section H4.2.~~

~~14.5.2 Without prejudice to anything contained in Section H4.2.2 or H4.2.3 in relation to the disclosure by a Restricted Party of such data, each Party irrevocably and unconditionally consents to the disclosure to and use by Parties or other persons of data to be provided or made available to such Parties or other persons pursuant to paragraph 14.~~

~~**[96-E]14A. NOT USED USE OF SAS DATA WHERE REQUIRED FOR CERTAIN CODE PURPOSES**~~

~~14A.1~~ — Provision of SAS Consumption Data

~~14A.1.1~~ Every Supplier who is responsible for a SAS Import in Scotland on any Relevant Day consents to the provision to and use by BSCCo of SAS Consumption Data in order to derive any missing variables referred to in Annexes S 2 12.1.2 and 12.2.2 as such are amended by this paragraph 14A.

~~14A.1.2~~ Each Supplier who is responsible for a SAS Import in Scotland on any Relevant Day shall, upon request from BSCCo, provide or procure the provision to BSCCo of those files of SAS Consumption Data used in the SAS Initial Supply Settlement Runs in respect of all of the Relevant Days as soon as possible following the date or dates set out in BSCCo's request.

~~14A.2~~ — Aggregated Half Hourly Consumption Data

~~14A.2.1~~ This paragraph 14A.2.1 shall, in relation to the first fourteen Settlement Days commencing at the BETTA Effective Date, replace Annex S 2 12.1.2(b) in relation to a Relevant Metering System:

If all attempts to ascertain such values fail, the SVAA shall derive the missing variables from the data for the previous run in respect of that Settlement Day, provided that:

- ~~(i)~~ — in the case of the Initial Volume Allocation Run or where the data for the previous run is not available for any other reason, data for the Settlement Day or, as the case may be, the Relevant Day that most nearly corresponds to the characteristics of the Settlement Day for which variables are to be determined, shall be used; and
- ~~(ii)~~ — in the case where there is no such identifiable Settlement Day or Relevant Day or, where relevant SAS Consumption Data is not available to the SVAA, the SVAA shall carry out the Volume Allocation Run or, as the case may be, the Reconciliation Volume Allocation Run without the missing half hourly data.

~~14A.3~~ — Aggregated Estimated Annual Consumptions and Annualised Advances

~~14A.3.1~~ This paragraph shall replace Annex S 2 12.2.2(i) and (ii) in relation to a Relevant Metering System and the BETTA Effective Date:

- ~~(i)~~ — if all attempts to ascertain such values fail, the SVAA shall derive the missing variables from the data for the previous run in respect of the BETTA Effective Date; and
- ~~(ii)~~ — if this is the Initial Volume Allocation Run, the data created for the most recent Relevant Day immediately preceding the BETTA Effective Date which is available shall be used.

For the purpose of this paragraph 14A each of the fourteen SAS Settlement Days immediately preceding the BETTA Effective Date shall be a **Relevant Day** located in Scotland and which has operated under SAS for some or all of the Relevant Days prior to the BETTA Effective Date shall be a **Relevant Metering System**.

[96-E] 14B. NOT USED PROVISION OF SAS DAILY PROFILE COEFFICIENTS

14B.1 — Use of SAS Daily Profile Coefficients

~~14B.1.1—The SVAA shall retain a record of any SAS Daily Profile Coefficient data used under the SAS in respect of a SAS Settlement Day that occurred during the two years immediately preceding the BETTA Effective Date which is provided to it.~~

~~14B.1.2 Each SAS Daily Profile Coefficient provided to the SVAA pursuant to paragraph 14B.1. shall be deemed to be a Daily Profile Coefficient for the purposes set out in the Code.~~

~~[96-E]14C.—CALCULATION OF SUPPLIER CHARGE CAPS BETWEEN 1 APRIL 2005 AND 31 MARCH 2006~~

~~14C.1—General~~

~~14C.1.1—This paragraph 14C replaces Annex S 1 3.7.2 and 3.7.3 in relation to the calculation of the Supplier's Monthly Cap applicable for the period from 1 April 2005 until 31 March 2006 and the calculation of the GSP Group liability cap that must be completed by the Performance Assurance Board on or before 30 April 2005.~~

~~14C.1.2—A Supplier's Monthly Cap for any month in respect of a GSP Group shall be calculated by the Performance Assurance Board as follows:~~

- ~~(a) — where the BETTA Effective Date has occurred prior to the month for which the calculation is to apply, pursuant to paragraph 14C.3;~~
- ~~(b) — where the BETTA Effective Date has occurred at any time during the month for which the calculation is to apply, pursuant to paragraph 14C.3;~~
- ~~(c) — where the BETTA Effective Date has not occurred prior to or during the month for which the calculation is to apply, pursuant to paragraph 14C.4.~~

~~14C.2—Estimate of GSP Group Take for Scottish GSP Groups~~

~~14C.2.1—By 22 April 2005 BSCCo shall, for the purposes of this paragraph 14C, provide to the Performance Assurance Board an estimate (the "Estimate") of the Annual Scottish GSP Group Take for each of GSP Group North Scotland_P and South Scotland_N for the 12 month period ending on 31 March 2005.~~

~~14C.2.2—Each Estimate shall be calculated on the basis of the most accurate data that BSCCo can reasonably obtain.~~

~~14C.2.3—Each Estimate shall be expressed in MWh rounded to the nearest two decimal places.~~

~~14C.2.4—The Estimate for GSP Group North Scotland_P shall be known as GSPGT_P and the Estimate for GSP Group South Scotland_N shall be known as GSPGT_N.~~

~~14C.2.5—Each Party who was a party to the SAS during the 12 month period ending on 31 March 2005 consents to the use by BSCCo of data which is or was used under the SAS for the calculation of the BSP Group Net Take (including the BSP Group Net Take itself) for the purposes of calculating the Estimate and agrees that the Estimate comprises relevant BSC data as referred to in Section H 4.6.2.~~

~~14C.3—Calculation of Supplier's Monthly Cap where the BETTA Effective Date occurs prior to or during the Month for which the Calculation is to Apply~~

~~14C.3.1—Where paragraph 14C.1.2 (a) or (b) applies, 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:~~

$$S_C = GSP_{MC(BETTA)} \times \left(\frac{SCT}{GSP_{DT}} \right)$$

~~where:-~~

~~S_e means the Supplier's Monthly Cap for the relevant month;~~

~~$GSP_{MC(BETTA)}$ means the GSP Group Liability Cap (BETTA) for the relevant month, calculated in accordance with paragraph 14C.3.2;~~

~~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.~~

~~14C.3.2 The GSP Group Liability Cap (BETTA) in respect of a GSP Group for any month shall be calculated by the Performance Assurance Board on or before 30 April 2005 (in relation to GSP Groups located in England and Wales, on the basis of the then latest available Volume Allocation Run or, in relation to GSP Groups North Scotland_P and South Scotland_N, the relevant Estimate) according to the following formula:~~

$$GSP_{MC(BETTA)} = \text{Base Sum} * \{EGSP_A / (GSP_{AS} + SGSP_{AS})\}$$

~~Where:~~

~~$SGSP_A$ means the GSPGT_P or GSPGT_N as the case may be;~~

~~$SGSP_{AS}$ means the sum of GSPGT_P and GSPGT_N;~~

~~$EGSP_A$ means GSP_A or $SGSP_A$ as the case may be;~~

~~$GSP_{MC(BETTA)}$ means the GSP Group Liability Cap (BETTA) 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, excluding North Scotland_P and South Scotland_N, across all Settlement Periods in the 12 month period ending on 31 March 2005, 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 other than the GSP Groups known as, respectively, North Scotland_P and South Scotland_N, across all Settlement Periods in the 12 month period ending on 31 March 2005, as determined by the Performance Assurance Board on the basis of information provided by the SVAA.~~

~~14C.4 Calculation of Supplier's Monthly Cap when the BETTA Effective Date has not occurred at any time prior to or during the Month for which the Calculation applies~~

~~14C.4.1 Where paragraph 14C.1.2(e) applies, in relation to GSP Groups except GSP Groups North Scotland_P and South Scotland_N, a Supplier's Monthly Cap for any month 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:~~

$$\frac{S_C = GSP_{MC(NETA)} \times \left(\frac{SCT}{GSP_{DT}} \right)}$$

~~where:-~~

~~S_e means the Supplier's Monthly Cap for the relevant month;~~

~~$GSP_{MC(NETA)}$ means the GSP Group Liability Cap (NETA) for the relevant month, calculated in accordance with paragraph 14C.4.3;~~

~~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.~~

~~14C.4.2 Where paragraph 14C.1.2(e) applies, a Supplier's Monthly Cap shall not be calculated in respect of GSP Groups North Scotland_P and South Scotland_N.~~

~~14C.4.3 The GSP Group Liability Cap (NETA) shall be calculated by the Performance Assurance Board on or before 30 April 2005 (in each case, on the basis of the then latest available Volume Allocation Run) according to the following formula:~~

$$GSP_{MC(NETA)} = \text{Base Sum} \times \left(\frac{NGSP_A}{NGSP_{AS}} \right)$$

~~where:-~~

~~$GSP_{MC(NETA)}$ means the GSP Group Liability Cap (NETA) for the relevant month;~~

~~$NGSP_A$ 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 31 March 2005, as determined by the Performance Assurance Board on the basis of information provided by the SVAA; and~~

~~$NGSP_{AS}$ 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 excluding GSP Groups North Scotland_P and South Scotland_N across all Settlement Periods in the 12 month period ending on 31 March 2005, as determined by the~~

~~Performance Assurance Board on the basis of information provided by the SVAA.~~

~~14C.4.4 In respect of GSP Groups North Scotland_P and South Scotland_N the Performance Assurance Board shall not be required to calculate the GSP Group Liability Cap (NETA).~~

~~**14C.5 Determination by Performance Assurance Board where GSP Group Take Information is not Available**~~

~~14C.5.1 Annex S 1 3.7.4 shall apply for the purposes of paragraph 14C.3 in relation to GSP Groups except for GSP Groups North Scotland_P and South Scotland_N.~~

~~**14C.6 Adjustment to Charges and Caps**~~

~~14C.6.1 Annex S 1 3.8.1 and any adjustments consequential from the application of Annex S 1 3.8.1 from and including 1 April 2001 shall apply to the calculation described as Base Sum in this paragraph 14C.~~
~~**NOT USED**~~

[96-E]15. CUTOVER ARRANGEMENTS

~~**15.1 Withdrawal of Registration of Anglo-Scottish Interconnector**~~

~~15.1.1 The Interconnected System Operator shall withdraw the registration of the Anglo-Scottish Interconnector with effect from the end of the last Settlement Period on the day before the BETTA Effective Date so that there is no Interconnector registered between Scotland and England.~~

~~15.1.2 In the event that the Interconnected System Operator does not withdraw the registration as provided in paragraph 15.1.1 then BSCCo may take any action necessary in relation to the withdrawal of registration of the Anglo-Scottish Interconnector so that there is no Interconnector registered between Scotland and England with effect from the end of the last Settlement Period on the day before the BETTA Effective Date.~~

~~15.1.3 The provisions of this paragraph 15 shall not affect the settlement processes set out in the Code (whether such processes occur before or after the BETTA Effective Date) in relation to Settlement Periods up to and including the last Settlement Period on the day before the BETTA Effective Date.~~

~~**15.2 Role of Anglo-Scottish Interconnector Administrator and Anglo-Scottish Interconnector Error Administrator post BETTA Effective Date and De-registration of Anglo-Scottish Interconnector BM Units**~~

~~15.2.1 With effect from the end of the last Settlement Period on the day before the BETTA Effective Date the Anglo-Scottish Interconnector Administrator and the Anglo-Scottish Interconnector Error Administrator shall each comply with every obligation, fulfill any function and comply with any responsibility applicable to it set out in the Code only in relation to each Settlement Period up to and including the last Settlement Period on the day before the BETTA Effective Date.~~

~~15.2.2 The registration of any Anglo-Scottish Interconnector BM Unit shall be cancelled with effect from the end of the last Settlement Period on the day before the BETTA Effective Date.~~

~~**15.3 Removal of Aggregation Rules**~~

~~15.3.1 The Aggregation Rules relating to the Anglo Scottish Interconnector shall be cancelled with effect from the end of the last Settlement Period on the day before the BETTA Effective Date.~~

~~15.3.2 The CDCA shall amend its records to record the cancellation of the Aggregation Rules relating to the Anglo Scottish Interconnector with effect from the end of the last Settlement Period on the day before the BETTA Effective Date.~~

~~15.4 Cessation of Certain Metered Volume Reallocation Notifications~~

~~15.4.1 Each Metered Volume Reallocation Notification made in relation to a Anglo Scottish Interconnector BM Unit will cease to be in force and effective with effect from the end of the last Settlement Period on the day before the BETTA Effective Date.~~

~~15.5 Checks for Certain Purposes following the BETTA Effective Date~~

~~15.5.1 During the three months following the BETTA Effective Date, BSCCo and/or any SMRA who provides a SMRS in Scotland, will need to undertake a series of checks for the Purposes set out in paragraph 15.5.3 in relation to the registration of Exemptable Generating Plant and/or Directly Connected Demand Sites as a result of BETTA (the “Checks”). When such Checks occur any Party who has carried out an applicable registration shall respond promptly and to the best of its ability to any query or concern raised with it and take any action required by the Code to address any inconsistency or error identified.~~

~~15.5.2 BSCCo shall only carry out the minimum Checks necessary to achieve the applicable Purposes.~~

~~15.5.3 The Purposes are to check that:~~

~~(a) where required, each Directly Connected Demand Site is effective as a logical new connection in CMRS; and/or~~

~~(b) any Exemptable Generating Plant is registered only once in SMRS or CMRS. **NOT USED**~~

~~**[196-E]16. NOT USED REGISTRATION TRANSFER OF EXEMPTABLE GENERATING PLANT**~~

~~16.1 Transfer of Registration between CMRS and SMRS prior to BETTA Effective Date~~

~~16.1.1 A Registration Transfer of Exemptable Generating Plant located in Scotland shall not be made before the BETTA Effective Date whether or not such Registration Transfer is sought to be made in accordance with BSCP68.~~

~~**[196-E]17. NOT USED ACTION TO BE TAKEN FOR FIRST AND SUBSEQUENT SETTLEMENT PERIODS ON THE BETTA EFFECTIVE DATE**~~

~~17.1 Parties to take Action Required by Section R in Time for First and Subsequent Settlement Periods on the BETTA Effective Date~~

~~17.1.1 For the avoidance of doubt, notwithstanding the restriction of the operation of the Total System to England and Wales for the Transitional Period as effected by Annex X 1, the Interconnected System Operator, Interconnector User and Interconnector Administrator, as they are~~

~~defined and/or appointed (or as they are to be defined and/or appointed) in relation to the Interconnector between Scotland and Ireland, shall comply with Sections R 7.1, 7.2 and 7.3 in such time that the obligations set out therein are complied with in relation to the first and subsequent Settlement Periods on the BETTA Effective Date.~~

~~[96-E]18. NOT USED 100kW METERING SYSTEMS LOCATED IN SCOTLAND~~

~~18.1 Monthly Electrical Demand under SAS not to be taken into account~~

~~18.1.1 For the avoidance of doubt, for the purposes of a determination of whether a Metering System is a 100kW Metering System the assessment of the levels of “monthly electrical demand” and “Profile of a Customer’s electrical demand” as set out in the definition of 100kW Metering System shall not take into account any electrical demand or profile of electrical demand created under SAS.~~

~~[96-E]ANNEX I-1: NOT USED ADDITIONAL PROCEDURES FOR TRANSITIONAL ARRANGEMENTS~~

~~1. GENERAL~~

~~1.1 Introduction~~

~~1.1.1 This Annex I-1 forms part of Section I.~~

~~1.1.2 This Annex I-1 sets out those Matters referred to in Section I 12.~~

~~2. MATTERS RELATING TO TRANSITION~~

~~2.1 Final Transition to BETTA~~

~~2.1.1 It is anticipated that it will be appropriate for arrangements to be put in place for final transition to BETTA in the period up to and following (for a temporary period) the BETTA Effective Date, for the purposes of:~~

- ~~(a) further testing of the Registrant and Lead Party data systems and processes involved in the operation of the Code following the BETTA Effective Date;~~
- ~~(b) managing the transition from operations under the Code as in force before BETTA Go Active to operations under the Code and the Grid Code as in force on and after that date;~~
- ~~(c) managing the transition from operations under SAS as in force before BETTA Go Active to operations under the Code as in force on and after that date;~~
- ~~(d) managing the transition of certain data from operations under SAS to operations under the Code before and after BETTA Go Active;~~
- ~~(e) managing Code systems, processes and procedures so that they operate effectively at and from BETTA Effective Date; and~~
- ~~(f) consideration of applications for non-standard BM unit configurations;~~

~~and such arrangements shall be termed "Testing", "Cutover", "Use of SAS Data" and "Applications" as appropriate.~~

~~2.1.2 In particular and without limiting the foregoing paragraph 2.1.1, the arrangements referred to in that paragraph may include consideration of the following:~~

- ~~(a) any amendments required to Sections R and Q to ensure the proper operation of trading arrangements at the first and subsequent Settlement Periods on and after the BETTA Effective Date;~~
- ~~(b) any amendments relating to the notification of metering faults and transition of notifications regarding metering faults that were notified under SAS;~~
- ~~(c) any amendments to BMRS reporting arrangements as they currently exist under the Code to enable reporting relating to Great Britain during and immediately following the Transition Period; and~~
- ~~(d) the use of certain SAS data including Daily Profile Coefficients; BSP Group Net Take for settlement and associated purposes under the Code.~~

ANNEX I-2: TABLES

Table A Non-standard BM Unit Configurations

Applicant	BM Unit Name	Site	Summary of BM Unit Configurations	Commencement Date
Grangemouth CHP Limited	Unnamed at publication	BP Grangemouth	CHP Generation, with the CHP Generator's production being regarded as an Export to the Total System.	BETTA Effective Date
Grangemouth CHP Limited	Unnamed at publication	BP Grangemouth	Exempt supplies of electricity from the CHP Generation to the local site demand, with that supply being regarded as an Import from the Total System.	BETTA Effective Date
Grangemouth CHP Limited	Unnamed at publication	BP Grangemouth	Any licensed supplies necessary to satisfy the balance of demand on the site which is not covered by on-site generation, as Imports from the Total System.	BETTA Effective Date

Applicant	BM Unit Name	Site	Summary of BM Unit Configurations	Commencement Date
Scottish and Southern Energy plc	Beauly	Deanie Culligran Aguas Kilmorack	To allow the hydro generating units at the sites to be associated with a BM Unit and to allow the generators within the BM Unit to be operated in a cascade mode i.e. where the common energy source, the water, is used through the generating units as it makes its way from the high level catchment areas to sea level.	BETTA Effective Date
Scottish and Southern Energy plc	Clunie	Clunie Pitlochry	To allow the hydro generating units at the sites to be associated with a BM Unit and to allow the generators within the BM Unit to be operated in a cascade mode i.e. where the common energy source, the water, is used through the generating units as it makes its way from the high level catchment areas to sea level.	BETTA Effective Date
Scottish and Southern Energy plc	Killin	Lubreoch Cashlie Lochay	To allow the hydro generating units at the sites to be associated with a BM Unit and to allow the generators within the BM Unit to be operated in a cascade mode i.e. where the common energy source, the water, is used through the generating units as it makes its way from the high level catchment areas to sea level.	BETTA Effective Date

Applicant	BM Unit Name	Site	Summary of BM Unit Configurations	Commencement Date
Scottish and Southern Energy plc	Moriston	Ceannacroc Livishie Glenmoriston	To allow the hydro generating units at the sites to be associated with a BM Unit and to allow the generators within the BM Unit to be operated in a cascade mode i.e. where the common energy source, the water, is used through the generating units as it makes its way from the high level catchment areas to sea level.	BETTA Effective Date
Scottish and Southern Energy plc	Conon	Mossford Luichart Orrin Torr Achilty	To allow the hydro generating units at the sites to be associated with a BM Unit and to allow the generators within the BM Unit to be operated in a cascade mode i.e. where the common energy source, the water, is used through the generating units as it makes its way from the high level catchment areas to sea level.	BETTA Effective Date
Scottish and Southern Energy plc	Garry	Quoich Invergarry	To allow the hydro generating units at the sites to be associated with a BM Unit and to allow the generators within the BM Unit to be operated in a cascade mode i.e. where the common energy source, the water, is used through the generating units as it makes its way from the high level catchment areas to sea level.	BETTA Effective Date

Table B Trading Unit Configurations

Applicant	Site	Summary of Trading Unit Configurations	Commencement Date
British Energy Generation (UK) Limited	Hunterston power station	Class 6 Trading Unit comprising five BM Units. Two of the BM Units are associated with the two main generators the outputs from which are directly connected to the 400kV Transmission	BETTA Effective Date

		system. Two further BM Units are associated with the two Station Transformers which are directly connected to the 132kV Transmission System. The remaining BM Unit is associated with two 11kV supplies from the local Distribution network.	
Grangemouth CHP Ltd	BP Grangemouth	Class 6 Trading Unit comprising two BM Units which are the subject of a non standard BM Unit request. The first BM Unit comprises CHP Generation, with the CHP Generator's production being regarded as an Export to the Total System. The second BM Unit comprises Exempt supplies of electricity from the CHP Generation to the local site demand, with that supply being regarded as an Import from the Total System.	BETTA Effective Date

Table C Metering Dispensations

Applicant	Site	Summary of Dispensations	Commencement Date
British Energy Generation	Torness and Hunterston Power Stations	Metering not at Defined Metering Point. Dispensation for active metering to remain on low voltage side of the Generator Transformers and active and reactive metering to remain on low voltage side of the Station Transformers.	BETTA Effective Date
British Energy Generation	Torness and Hunterston Power Stations	Import and Export metering not installed on all circuits. Dispensation not to meter active Import on main generator circuits and active Export on Station, Unit and Excitation Transformers.	BETTA Effective Date
Scottish and Southern Energy plc.	Peterhead Power Station	Lack of duplicate current transformers and voltage transformers on Unit 1. Time limited dispensation (until the end of the Unit 1 overhaul in the summer of 2005) to continue with the use of a single set of voltage and current transformers.	BETTA Effective Date

Applicant	Site	Summary of Dispensations	Commencement Date																						
Scottish and Southern Energy plc.	Peterhead Power Station	Metering not at Defined Metering Point. Dispensation for metering to remain on low voltage side of Generator Transformers of Units 1 & 2, CCGTs 11, 12 &13 and OCGTs 3 & 4 as well as the low voltage side of Station Transformers 1, 2, 3 & 4.	BETTA Effective Date																						
Scottish and Southern Energy plc.	Foyers Pumped Storage	Metering not at Defined Metering Point. Dispensation for metering to remain on low voltage side of Generator Transformers.	BETTA Effective Date																						
Scottish and Southern Energy plc.	Hydro Electric Power Stations	<div>Metering not at Defined Metering Point at the following hydro electric power stations. Dispensation for metering to remain on low voltage side of Generator Transformers and where applicable, the Station Transformers.</div> <table><tr><td>Clunie</td><td>G1, G2 & G3</td></tr><tr><td>Culligran</td><td>G1 & G2</td></tr><tr><td>Deanie</td><td>G1 & G2</td></tr><tr><td>Errochty</td><td>G1, G2 & G3</td></tr><tr><td>Fasnakyle</td><td>G1 & G3</td></tr><tr><td>Glenmoriston</td><td>G1 & G2</td></tr><tr><td>Livishie</td><td>G1</td></tr><tr><td>Lochay</td><td>G1 & G2</td></tr><tr><td>Luichart</td><td>G1 & G2</td></tr><tr><td>Quoich</td><td>G1</td></tr><tr><td>Sloy</td><td>G2 & G3</td></tr></table>	Clunie	G1, G2 & G3	Culligran	G1 & G2	Deanie	G1 & G2	Errochty	G1, G2 & G3	Fasnakyle	G1 & G3	Glenmoriston	G1 & G2	Livishie	G1	Lochay	G1 & G2	Luichart	G1 & G2	Quoich	G1	Sloy	G2 & G3	BETTA Effective Date
Clunie	G1, G2 & G3																								
Culligran	G1 & G2																								
Deanie	G1 & G2																								
Errochty	G1, G2 & G3																								
Fasnakyle	G1 & G3																								
Glenmoriston	G1 & G2																								
Livishie	G1																								
Lochay	G1 & G2																								
Luichart	G1 & G2																								
Quoich	G1																								
Sloy	G2 & G3																								
Scottish and Southern Energy plc.	Mobile Generators	Dispensation to continue to use mobile generators without metering systems installed.	BETTA Effective Date																						

Applicant	Site	Summary of Dispensations	Commencement Date
Scottish Power Generation Ltd.	Longannet and Cockenzie Power Stations	Metering not at Defined Metering Point. Dispensation for metering to remain on low voltage side of Generator and Station Transformers.	BETTA Effective Date
Scottish Power Generation Ltd.	Longannet and Cockenzie Power Stations	Import and Export for some circuits not recorded on Outstations. Dispensation not to record on the Outstations the active import on main generator circuits and active / reactive export on Unit Transformers.	BETTA Effective Date
Scottish Power Generation Ltd.	Cruachan Pumped Storage	Metering not at Defined Metering Point. Dispensation for metering to remain on low voltage side of the Super Grid Transformers.	BETTA Effective Date
Scottish Power Generation Ltd	Kendoon, Tongland and Glenlee Power Stations	Separate test terminal blocks not provided for Main and Check Meters. Dispensation to continue the use of a single test terminal block for Main and Check Meters.	BETTA Effective Date

[96-E] ANNEX I-3: TRANSITIONAL GLOSSARY

"Anglo-Scottish Interconnector":	means Apparatus, connected to a System, for the transfer of electricity to or from England from or to Scotland;
"Anglo-Scottish Interconnector Administrator":	means the Interconnector Administrator appointed and registered in relation to the Anglo-Scottish Interconnector;
"Anglo-Scottish Interconnector BM Unit":	means any Interconnector BM Unit associated with the Anglo-Scottish Interconnector;
"Anglo-Scottish Interconnector Error Administrator":	means the Interconnector Error Administrator appointed and registered in relation to the Anglo-Scottish Interconnector;
"Annual Scottish GSP Group Take":	means the estimated GSP Group Take across all Settlement Periods in the 12 month period ending 31 March 2005 for each of GSP Group North Scotland_P and South Scotland_N;
"Approved Transitional Modification":	means a modification to the Code which has been made pursuant to this Section I but which has not yet been implemented;
"BETTA Go Active":	means the date so called and notified in writing to the NETSO by the Authority;

"BETTA Testing"	means the carrying out of those tests set out in Test Scripts and the taking of any step necessary by BSCCo and/or the BSC Agents to achieve successful completion of the BETTA Testing programme being carried out by BSCCo designed to provide assurance that the trading arrangements will operate correctly at the BETTA Effective Date;
"BSP Group Net Take"	means the total energy metered for a BSP Group measured by metering systems at BSPs and adjusted for the net output of embedded power stations and the export from composite sites and imports from the distribution system associated with grid-connected power stations calculated according to the SAS;
"Cutover Document"	means a Transitional Code Subsidiary Document created or to be created to enable the transition of systems operating under SAS and the Code prior to the BETTA Effective Date to those operating under the Code on and after the BETTA Effective Date;
"Date of First Publication"	means the date on which each data item is first published on the BSC Website and is identified in the case of each data item within Table I 4;
"Directly Connected Demand Site"	means a Site (as defined in Section K1.6.2) which is directly connected to a Transmission System Boundary Point;
"Entry Processes, Accreditation and Certification Document"	means a Transitional Code Subsidiary Document created or to be created relating to the entry, accreditation and certification processes with which parties who, as the result of the extension of the Code to Scotland, will become Parties and/or Party Agents at or around BETTA Go Active, may have to comply;
"GB National Demand"	has the meaning set out in the Grid Code;
"Great Britain Forecast Data"	means the data set out in Table I 4;
"GSP Group Liability Cap (BETTA)"	means in relation to any GSP Group the liability cap in relation to a month calculated in accordance with Section H4C;
"GSP Group Liability Cap (NETA)"	means in relation to any GSP Group the liability cap in relation to a month calculated in accordance with Section H4C;
"Operational Data"	means metered data derived from operational metering systems located in Scotland;
"Proposed Transitional Modification"	means a modification to the Code which has been proposed by BSCCo in accordance with this Section I but which has not or not yet been made in accordance with Annex I-12;

"Proving Tests":	<p>is a test required as part of the BETTA CVA Metering System registration process and is designed to establish the following:</p> <ul style="list-style-type: none"> (a) that the Meter Technical Details submitted by the Meter Operator Agent to the CDCA to enable data collection are complete, accurate and correctly transferred to the CDCA instation; (b) that the CDCA is able to interrogate the Outstation and satisfactorily retrieve metered data in the required format; and (c) that a Meter register advance for a given Settlement Period is consistent with the metered data retrieved by the CDCA for that same Settlement Period. <p>This definition of Proving Test shall apply where the term Proving Test is used in this Section and in BDTP 02.</p>
"Reporting Format":	means the format for reporting the Great Britain Forecast Data as set out in Table I 4;
"Reporting Frequency":	means the frequency of reporting the Great Britain Forecast Data as set out in Table I 4;
"SAS Consumption Data":	means the variables relating to the determination of Supplier's metered consumption and non half hourly data aggregation as they are defined in the SAS;
"SAS Daily Profile Coefficient":	means a daily profile coefficient as it is defined in the SAS;
"SAS Import":	means an import as it is defined in the SAS;
"SAS Initial Supply Settlement Run":	means initial supply settlement run as it is defined in the SAS;
"SAS Market Data"	means data derived from SAS Metered Data;
"SAS Metered Data"	means data, relating to a flow (by way of import or export) of Active Energy or Reactive Energy, derived from any meter register of any metering system which operates or operated under SAS and which is provided by the Test Participant for the purpose of comparing with and validating Test Data;
"SAS Settlement Day":	means a settlement day as it is defined in the SAS;
"Scottish Volume Allocation Units":	<p>means:</p> <ul style="list-style-type: none"> • BM Units including Interconnector BM Units and Supplier BM Units; • Interconnectors; • Grid Supply Points; and • GSP Groups; <p>located in Scotland.</p>

"Supplier's Metered Consumption"	means Supplier's Metered Consumption as defined under SAS;
"Supplier's Metered Consumption (Losses)"	means Supplier's Metered Consumption (Losses) as defined under SAS;
"Test Data"	means data sent to a Test Participant by BSCCo and/or the BSC Agents for the purpose of BETTA Testing;
"Test Participant"	means any party who is required by BSCCo to submit SAS Metered Data and/or Operational Data to BSCCo and/or to BSC Agents or otherwise participate in any BETTA Testing pursuant to Section I13;
"Test Script"	means a test or sequence of tests created for BETTA Testing and published on the BSC Website in which some or all of the Test Participants participate;
"Testing Document":	means a Transitional Code Subsidiary Document for testing and trialling those processes and matters described in Annex I 1;
"Transitional Code Subsidiary Document":	means a Code Subsidiary Document created or made for the purpose of the implementation of BETTA and includes: <ul style="list-style-type: none"> (a) any BDTPs; (b) the Entry Processes, Accreditation and Certification Document; (c) the Cutover Document; (d) the Testing Document; and (e) any other documents required as a result of changes to the Code effected by this Section I;
"Transition Modification Implementation Date":	means, in relation to a Transitional Modification, the date with effect from which the code is to be given effect as modified by that Transitional Modification, as modified by Annex I 1 12;
"Transition Period":	means the period commencing at 0000 hours on BETTA Go Active and ending at the end of the last Settlement Period on the day before the BETTA Effective Date;

[96-E]ANNEX I-4 NOT USED

Table I-4

Proposed Frequency, Location, Format and Publication of Great Britain Forecast Data

Notes:

- ~~1. Column 1 (data and relevant settlement periods) specifies the data which is to be made available and (where relevant) the half hour(s) or Settlement Period(s) in any day or week to which the data relates. SP refers to the Settlement Period in respect of which data is provided.~~
- ~~2. Column 2 (format) specifies the format in which data is made available.~~

3. ~~Column 3 (frequency) specifies the frequency with which data is provided.~~
4. ~~System Zone and Output Usable have the meanings given to those terms in the Grid Code;~~
5. ~~References to Output Usable are to the Output Usable data for the time being provided to the NETSO by the relevant User pursuant to the Grid Code;~~
6. ~~"Zonal Output Usable" means the sum of Output Usable for all Gensets in a System Zone plus expected Interconnector transfers into that System Zone, and "Total Output Usable" means the sum of Output Usable for all Gensets plus expected Interconnector transfers into the Transmission System (as defined in Section I 14.2);~~
7. ~~Generating Plant Demand Margin has the meaning given to that term in the Grid Code.~~

GREAT BRITAIN FORECAST DATA			
DATA AND RELEVANT SETTLEMENT PERIODS	REPORTING FORMAT	REPORTING FREQUENCY	DATE OF FIRST PUBLICATION
2-14 day ahead GB National Demand forecast (TNDFD) daily peak half hour value	Tabular	Twice Weekly	BETTA Effective Date 10 days
2-52 week ahead GB National Demand forecast (NDFW) weekly peak half hour value	Tabular	Fortnightly	20 January 2005
Day ahead GB National Demand forecast value for each half hour.	Tabular	Once	BETTA Effective Date 1 day
Day ahead national Indicated Generation (INDGEN) and Demand (INDDEM) forecast value for each half hour	Tabular	Once	BETTA Effective Date 1 day
2-14 day ahead Surplus forecast (SPLD) daily peak half hour value	Tabular	Twice Weekly	BETTA Effective Date 10 days
2-52 week ahead Surplus forecast (SPLW) weekly peak half hour value	Tabular	Fortnightly	20 January 2005
Day ahead Indicated Margin (TMELNGC) values for each half hour	Tabular	Once	BETTA Effective Date 1 day
Zonal day ahead Demand forecast values for each half hour in each BMRS Zone	Tabular	Once	BETTA Effective Date 1 day
Zonal day ahead Indicated Generation and Indicated Demand forecast values for each half hour in each BMRS Zone	Tabular	Once	BETTA Effective Date 1 day
2-14 day ahead daily Zonal Output Usable for each System Zone and daily Transition Total Output Usable daily peak half hour values	Tabular	Twice Weekly	BETTA Effective Date 10 days

GREAT BRITAIN FORECAST DATA			
DATA AND RELEVANT SETTLEMENT PERIODS	REPORTING FORMAT	REPORTING FREQUENCY	DATE OF FIRST PUBLICATION
2-52 week ahead weekly Zonal Output Usable for each System Zone and weekly Total Output Usable weekly peak half hour values	Tabular	Fortnightly	20 January 2005
1-2 year ahead weekly Zonal Output Usable for each System Zone and weekly Total Output Usable weekly peak half hour values	Tabular	Once	BETTA Effective Date-10 days
System Zone boundaries	Graphical	Once	20 January 2005
2-14 day ahead National Generating Plant Demand Margin forecast (OCNMFD) daily peak half hour value	Tabular	Fortnightly	BETTA Effective Date-10 days
2-52 week ahead National Generating Plant Demand Margin forecast (OCNMFV) weekly peak half hour value	Tabular	Fortnightly	20 January 2005

SECTION K: CLASSIFICATION AND REGISTRATION

OF METERING SYSTEMS AND BM UNITS (Version 41.0)

Amend paragraph 3.3.9 as follows:

~~[96-E]3.3.9 Where the SVA Metering System(s) associated with Plant and/or Apparatus for the time being assigned to a Supplier BM Unit are part of the same Teleswitch Group or Groups which includes SVA Metering Systems of which the Supplier is not the Registrant:~~

- ~~(a) the Supplier may in accordance with BSCP15 designate the Supplier BM Unit as a Joint BM Unit by notice to the CRA specifying the relevant Teleswitch Group(s) and teleswitched Standard Settlement Configuration(s);~~
- ~~(b) the CRA shall validate such designation in accordance with BSCP15;~~
- ~~(c) such designation will become effective with effect from the later of the date specified in such notice by the Supplier for such effectiveness and the day following that on which BSCCo has confirmed to the CRA that all of the requirements specified for such effectiveness in that BSC Procedure have been satisfied.~~

~~Not used~~^[NB1]_[CC2]

Amend paragraph 3.6.3 as follows:

~~[96-E]3.6.3 A Supplier may cancel its registration of an Additional BM Unit in accordance with BSCP15 provided that any Plant or Apparatus associated with SVA Metering Systems (of which it is Registrant) in a GSP Group which are assigned to such Additional BM Unit shall automatically be assigned with effect from the date of cancellation of the Additional BM Unit to such Supplier's Base BM Unit for that GSP Group, in accordance with paragraph 3.3.83.3.9~~^[NB3]_[CC4].

Amend paragraph 3.7 as follows:

[96-E]3.7 ~~Not Used~~Credit Qualifying BM Unit

~~3.7.1 A BM Unit shall be classified as a "Credit Qualifying BM Unit" if:~~

- ~~(a) it is a BM Unit in respect of which Section Q3 applies; and~~
- ~~(b) it is not an Interconnector BM Unit; and~~
- ~~(c) one of the requirements in paragraph 3.7.2 is satisfied in respect of the BM Unit;~~

~~and a BM Unit shall cease to be classified as a Credit Qualifying BM Unit if it ceases to meet the requirements in paragraphs (a), (b) and (c) above.~~

~~3.7.2 The requirements referred to in paragraph 3.7.1(c) are that:~~

- ~~(a) the BM Unit is a Production BM Unit; or~~
- ~~(b) the BM Unit is an Exempt Export BM Unit; or~~
- ~~(c) the Panel has determined that the BM Unit should be treated as qualifying, and has not withdrawn such determination, in accordance with paragraph 3.7.3.~~

~~3.7.3 For the purposes of paragraph 3.7.2(c):~~

- ~~(a) the Lead Party of a BM Unit may, in accordance with BSCP15, apply to the Panel for a determination that the BM Unit should be treated as qualifying;~~
- ~~(b) the Panel shall consider the application and notify its decision to the Lead Party in accordance with the process set out in BSCP15;~~
- ~~(c) the Panel shall determine that the BM Unit should be treated as qualifying if the Panel determines that for the majority of Settlement Periods in the previous six month period, and for that six month period overall, the BM Unit's Exports exceeded its Imports;~~
- ~~(d) the Panel may withdraw its determination, after giving the Lead Party an opportunity to make representations, where it considers that the requirement in paragraph (c) is not or is no longer satisfied in respect of the BM Unit; and~~
- ~~(e) BSCCo shall notify the CRA of each determination by the Panel under paragraph (c), and of each withdrawal of such a determination, in respect of a BM Unit.~~

Amend paragraph 7.3.6 as follows:

7.3.6 Each Replacement Supplier BM Unit established pursuant to paragraph 7.3.2 shall be configured in the same way and have the same attributes as the Affected BM Unit of the failing Supplier to which it corresponds, including:

- (a) the Generation Capacity and the Demand Capacity;
- (b) the Credit Assessment Load Factor;

- (c) (where applicable) the CVA Metering Systems associated with that BM Unit;
- (d) (where applicable) the GSP Group in which that BM Unit is situated;
- (e) (where applicable) the status of that BM Unit as a Base BM Unit or an Additional BM Unit;
- (f) (where applicable) the SVA Metering Systems associated with that BM Unit;
- (g) the P/C Status;
- (h) (where applicable) the Aggregation Rules;
- (i) the Trading Unit to which that BM Unit belongs;

[96-E](j) ~~the Joint BM Unit Data (if any)~~not used;

- (k) whether that BM Unit is considered a relevant BM Unit for the purposes of Section Q,

but without prejudice to the Replacement Supplier's rights and obligations to revise such configuration and attributes, or otherwise to the revision of such configuration and attributes, from time to time pursuant to any other provision of the Code.

SECTION L: METERING (Version 21.0)

Amend paragraph 3.8.1 as follows:

[96-E]3.8.1 ~~Subject to Section 16.7.1 +~~The Registrant of each Metering System shall procure that the Metering Equipment shall be sealed in accordance with the relevant Code of Practice and, if applicable, the Act.

SECTION M: CREDIT COVER AND CREDIT DEFAULT (Version 30.0)

Amend paragraph 1.2.1 as follows:

1.2.1 For the purposes of the Code:

- (a) in relation to a Settlement Period j the "**Energy Indebtedness**" (EI_{pj} , in MWh) of an Imbalance Party p shall be the algebraic sum of:

[96-E] (i) the algebraic sum of Actual Energy Indebtedness for Imbalance Party p for those Settlement Days d within the 29 day period for which (at the Submission Deadline for Settlement Period j), the Submission Deadline has passed for the first Settlement Period of the Settlement Day following that on which the Settlement Calendar specifies that the Interim Information Settlement Run for Settlement Day d is to take place (but excluding those days for which, as a result of a delay in the Interim Information Settlement Run in accordance with Section T1.4, the ECVA does not receive the Interim Information Settlement Run data from the SAA by the Submission Deadline for the first Settlement Period of the Settlement Day containing Settlement Period j); and

[96-E] (ii) ~~the algebraic sum of Metered Energy Indebtedness for Imbalance Party p in relation to those Settlement Days d within the 29 day period for which paragraph 1.2.1(a)(i) does not apply;~~

~~and for which (at the Submission Deadline for Settlement Period j); the Submission Deadline has passed for the first Settlement Period of the Settlement Day following that on which the Settlement Calendar~~

~~specifies that the Credit Cover Volume Allocation Run for Settlement Day d is to take place; and~~

[96-E] (iii) the algebraic sum of Credit Assessment Energy Indebtedness for Imbalance Party p in relation to that Settlement Period and all prior Settlement Periods in days falling within the 29 day period for which ~~neither~~ paragraphs 1.2.1(a)(i) ~~or 1.2.1(a)(ii) applies; does not~~ apply;

(b) a reference to an Imbalance Party's Energy Indebtedness at any time is to its Energy Indebtedness in relation to the latest Settlement Period for which the Submission Deadline occurred before such time;

(c) in relation to a Settlement Period, the 29 day period means the period of 29 Settlement Days expiring on (and including) the Settlement Day which includes that Settlement Period;

[96-E] (d) for the purposes of paragraph 1.2.1(a)(i), where (by the Submission Deadline for the first Settlement Period of the Settlement Day containing the Settlement Period j), the ECVAA has not received the Interim Information Settlement Run data from the SAA in accordance with Section T5.3.5 for any Settlement Day d within the 29 day period to which paragraph 1.2.1(a)(i) applies (other than as a result of a delay in the Interim Information Settlement Run in accordance with Section T1.4), the ECVAA shall use the ~~Metered Energy Indebtedness-Credit Assessment Energy Indebtedness~~ for the Settlement Periods in that Settlement Day d but without prejudice to paragraph 4; and

[96-E] (e) ~~not used~~

~~for the purposes of paragraph 1.2.1(a)(ii), where (by the Submission Deadline for the first Settlement Period of the Settlement Day containing the Settlement Period j); the ECVAA has not received the Credit Cover Volume Allocation Run data from the CDCA in accordance with Section R5.7.1(d) for any Settlement Day d within the 29 day period to which paragraph 1.2.1(a)(ii) applies, the ECVAA shall use the Credit Assessment Energy Indebtedness for the Settlement Periods in that Settlement Day d but without prejudice to paragraph 4;~~

(f) in relation to an Imbalance Party and Settlement Day, where BSCTCo:

(i) is aware that the ECVAA has not received relevant Interim Information Settlement Run data from the SAA in accordance with Section T5.3.5; or

[96-E] (ii) ~~is aware that the ECVAA has not received relevant Credit Cover Volume Allocation Run data from the CDCA in accordance with Section R5.7.1(d); or not used;~~

(iii) has substantial evidence or other reasons to believe that the data to be derived from the Initial Settlement Run for that Imbalance Party and that Settlement Day are likely to be significantly different (in the context of that particular Imbalance Party) from the

corresponding Interim Information Settlement Run data received by the ECVAAs from the SAA in accordance with Section T5.3.5; ~~or~~

~~[96-E] (iv) has substantial evidence or other reasons to believe that the data to be derived from the Initial Volume Allocation Run for that Imbalance Party and that Settlement Day are likely to be significantly different (in the context of that particular Imbalance Party) from the corresponding Credit Cover Volume Allocation Run data received from the CDCA in accordance with Section R5.7.1(d); not used~~

the absence of such data or the likelihood of such a significant difference (as the case may be) may, if BSCCo so decides and to the extent that it materially affects matters, constitute a material doubt for the purposes of paragraph 3.4.3(a); and

- (g) where ~~an~~ Imbalance Party elects to submit, to BSCCo, such evidence as is referred to in paragraph 1.2.1(f), BSCCo must review that evidence as soon as practicable after receiving it, but must verify any opinion formed in relation to such evidence as soon as practicable after receiving a level 1 default notice (in accordance with paragraph 3.2.1(a)(ii)) in relation to that Imbalance Party.

Amend paragraphs 1.2.4A, 1.2.4B and 1.2.4C as follows:

~~[96-E] 1.2.4A For the purposes of paragraph 1.2.1, the Metered Energy Indebtedness (MEI_{pj}, in MWh) of a Trading Party p in relation to a Settlement Period shall be determined as follows:~~

$$\text{MEI}_{pj} = \frac{(\sum_{a,i} \text{MAQCE}_{iij} - \sum_a \text{QABC}_{aj})}{100}$$

~~where:~~

- ~~(a) summation on 'a' extends to the Production Energy Account and Consumption Energy Account of the Trading Party; and~~
- ~~(b) MAQCE_{iij} is the Metered Credit Assessment Credited Energy Volume determined in accordance with paragraph 1.2.4B; Not used~~

~~[96-E] 1.2.4B The Metered Credit Assessment Credited Energy Volume (MAQCE_{iij} in MWh) shall be determined:~~

- ~~(a) for each BM Unit which meets all the requirements in paragraph 1.2.4C, and for each Energy Account which is a Subsidiary Energy Account for such BM Unit, as follows:~~

$$\text{MAQCE}_{iij} = \text{QM}_{ij} * (\text{QMPR}_{iij} / 100) + \text{QMFR}_{iij}$$

- ~~(b) for each BM Unit which meets all the requirements in paragraph 1.2.4C, and for the Energy Account which is the Lead Energy Account for such BM Unit, as follows:~~

$$\text{MAQCE}_{iij} = \text{QM}_{ij} - \sum_a \text{MAQCE}_{iij}$$

- ~~(c) for each BM Unit which does not meet all of the requirements in paragraph 1.2.4C, and for each Energy Account, as follows:~~

$$\text{MAQCE}_{iij} = \text{CAQCE}_{iij}$$

where, for the purpose of paragraph 1.2.4B(b), \sum_a represents the sum over all Energy Accounts other than the Lead Energy Account. Not used

[96-E] 1.2.4C The requirements referred to in paragraph 1.2.4B are that:

- (a) ~~the BM Unit is a Credit Qualifying BM Unit;~~
- (b) ~~the BM Unit is not a Supplier BM Unit;~~
- (c) ~~the BM Unit is not a Secondary BM Unit; and~~
- (d) ~~Metered Volumes were determined by the CDCA for the BM Unit in the Credit Cover Volume Allocation Run for Settlement Period j.~~ Not used

Amend paragraph 1.8 as follows:

[96-E] **1.8 Final Physical Notification Data Review**

~~1.8.1 The Panel may review a Lead Party's compliance with Section Q3.2 and in connection with any such review:~~

- (a) ~~the NETSO or the applicable Distribution System Operator shall provide to the Panel such information reasonably requested by the Panel that is relevant to a review of any submission of Final Physical Notification Data; and~~
- (b) ~~the Lead Party shall provide to the Panel such information reasonably requested by the Panel to justify the Lead Party's submission of Final Physical Notification Data under Section Q3.2.~~ Not Used

Amend paragraph 3.4.3 (a) as follows:

- (a) BSCCo shall promptly upon the earlier of:
 - (i) the expiry of the Query Period during which the relevant Imbalance Party's Credit Cover Percentage becomes greater than 90%;
 - (ii) the expiry of the Submission Deadline for Settlement Period J falling within a Level 1 Credit Default Cure Period during which the relevant Imbalance Party's Credit Cover Percentage becomes greater than 90%;
 - (iii) not used; or
 - (iv) the expiry of a Level 1 Credit Default Cure Period during which the relevant Imbalance Party's Credit Cover Percentage becomes not greater than 90%;

give an authorisation notice to the ECVAA unless:

- (1) BSCCo has been notified by the ECVAA that in the ECVAA's opinion there is, or

- (2) BSCCo otherwise has substantial evidence that, or other reasons to believe that, there is

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

SECTION P: ENERGY CONTRACT VOLUMES

AND METERED VOLUME REALLOCATIONS (Version 20.0)

Amend paragraph 1.1.1 (b) as follows:

- (b) the basis on which Energy Contract Volume Data and Metered Volume Reallocation Data:
- (i) may be notified on behalf of Contract Trading Parties and validated;
 - ~~[96-E](ii) may be matched in relation to a Settlement Period so as to be taken into account in Settlement; not used;~~
 - (iii) may be treated as refused or rejected in certain cases of Credit Default; and
 - (iv) will be aggregated in order to be taken into account in Settlement.

Amend paragraph 2.3.7 as follows:

2.3.7 The Energy Contract Volume Aggregation Agent shall:

- ~~[96-E]~~ (a) validate (as to compliance with the requirements in paragraph 2.3.4) each Energy Contract Volume Notification submitted to it pursuant to this paragraph 2.3; ~~and~~
- ~~[96-E]~~ (b) determine whether such Energy Contract Volume Notification is to be treated as refused in accordance with paragraph 2.5.1; ~~and~~
- ~~[96-E]~~ (c) ~~match Settlement Periods where the requirements of paragraph 2.4.2 are satisfied; not used.~~

Amend paragraph 2.4 as follows:

~~[96-E]~~ **2.4 Not used** ~~Matching~~

~~2.4.1 For the purposes of this paragraph 2.4:~~

- ~~(a) in relation to an ECVN Authorisation the "corresponding" Energy Contract Volume Notification is the Energy Contract Volume Notification submitted by the other Energy Contract Volume Notification Agent;~~
- ~~(b) a "matched" Settlement Period is a Settlement Period in relation to which the requirements of paragraph 2.4.2 are satisfied.~~

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

- ~~(a) the Energy Contract Volume Notification is valid;~~
- ~~(b) the corresponding Energy Contract Volume Notification is valid; and~~
- ~~(c) the quantity of Active Energy (expressed in MWh) for the Settlement Period specified in the Energy Contract Volume Notification and the corresponding Energy Contract Volume Notification is the same.~~

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

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

- ~~(a) a corresponding valid Energy Contract Volume Notification ("**corresponding later**" notification) is made; and~~
- ~~(b) both the later notification and the corresponding later notification are expressed to replace or (as the case may be) to be in addition to the prevailing notifications in respect of the matched Settlement Period.~~

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

Amend paragraph 3.3.7 as follows:

3.3.7 The Energy Contract Volume Aggregation Agent shall:

[96-E] (a) validate (as to compliance with the requirements in paragraph 3.3.4) each Metered Volume Reallocation Notification submitted to it pursuant to this paragraph 3.3; and

[96-E] (b) determine whether such Metered Volume Reallocation Notification is to be treated as refused in accordance with paragraph 3.5.1.

; and

[96-E] (c) match Settlement Periods where the requirements of paragraph 3.4.2 are satisfied; not used.

Amend paragraph 3.4 as follows:

[96-E] 3.4 Matching

~~3.4.1 For the purposes of this paragraph 3.4:~~

- ~~(a) in relation to a MVRNA Authorisation the "**corresponding**" Metered Volume Reallocation Notification is the Metered Volume Reallocation Notification submitted by the other Metered Volume Reallocation Notification Agent;~~

- (b) ~~a "matched" Settlement Period is a Settlement Period in relation to which the requirements of paragraph 3.4.2 are satisfied.~~
- 3.4.2 ~~In relation to a Metered Volume Reallocation Notification, a Settlement Period shall be matched if, and only if:~~
- (a) ~~the Metered Volume Reallocation Notification is valid;~~
 - (b) ~~the corresponding Metered Volume Reallocation Notification is valid; and~~
 - (c) ~~the quantity of Active Energy (expressed in MWh) and the percentage value for the Settlement Period specified in the Metered Volume Reallocation Notification and the corresponding Metered Volume Reallocation Notification are the same.~~
- 3.4.3 ~~Where Metered Volume Reallocation Notifications are submitted by the same person in respect of both the Lead Party and the Subsidiary Party which are valid for a Settlement Period, the Settlement Period shall be deemed to be matched.~~
- 3.4.4 ~~Where valid Metered Volume Reallocation Notification (the "later" notification) is submitted in respect of a matched Settlement Period, the later notification will only be effective if:~~
- (a) ~~a corresponding valid Metered Volume Reallocation Notification ("corresponding later" notification) is made; and~~
 - (b) ~~both the later notification and the corresponding later notification are expressed to replace or (as the case may be) to be in addition to the prevailing notifications in respect of the matched Settlement Period.~~
- 3.4.5 ~~A Metered Volume Reallocation Notification may only amend a matched Settlement Period pursuant to paragraph 3.4.4.~~ **Not Used**

SECTION Q: BALANCING SERVICES ACTIVITIES (Version 32.0)

Amend paragraph 1.1.1 (c) as follows:

- [96-E] (c) the submission of Final Physical Notification Data to enable Period FPNs to be established by the ECVAA in respect of Interconnector BM Units ~~and for each Credit Qualifying BM Unit~~ for each Settlement Period;

Amend paragraphs 2.3 and 2.4 as follows:

[96-E] 2.3 Quiescent Physical Notifications

- 2.3.1 ~~For each relevant BM Unit, the Lead Party may submit to the NETSO Quiescent Physical Notifications (as defined in the Grid Code) in accordance with the provisions of the Grid Code.~~
- 2.3.2 ~~The Lead Party may change Quiescent Physical Notifications for a relevant BM Unit as provided in the Grid Code by notifying the NETSO in accordance with the Grid Code and any such change shall be effective from such time as provided in the Grid Code.~~ **Not Used**

[96-E] 2.4 Joint BM Unit Data

- 2.4.1 ~~Where a Supplier has designated a Supplier BM Unit as a Joint BM Unit pursuant to Section K3.3.9, the Joint BM Unit Data will be submitted to the NETSO by the CRA. Not Used~~

Amend paragraph 3.1.1 as follows:

- 3.1.1 The provisions of this paragraph 3 shall apply:
- (a) in respect of any BM Unit for which (at a given time) there is an obligation under the Grid Code to submit a Physical Notification;
 - (b) in respect of any BM Unit and any Settlement Period for which the Lead Party wishes to submit one or more Bid-Offer Pairs; and
 - ~~[96-E] (c) in respect of any BM Unit for which the Lead Party wishes to submit Physical Notifications so as to be classified under the Code as a Credit Qualifying BM Unit; and not used;~~
 - (d) in respect of any BM Unit and any Settlement Period for which the Lead Party wishes to submit one or more Replacement Reserve bids.

Amend paragraph 3.2.1 as follows:

- ~~[96-E] 3.2.1 Where this paragraph 3 applies, the Lead Party shall ensure that Physical Notifications are submitted (or can be determined) in accordance with the Grid Code such as to enable Final Physical Notification Data to be submitted by the NETSO under this Section Q, Point FPNs to be established by the SAA under Section T and Period FPNs to be established by the ECVA in respect of Interconnector BM Units and each Credit Qualifying BM Unit, consistent with the requirements of paragraph 3.2.3, for each Settlement Period and for each BM Unit.~~

Amend paragraph 5.1.13 as follows:

- ~~[96-E] 5.1.13 A communication shall not be an Acceptance in relation to a Joint BM Unit unless there is an equivalent communication classed (subject only to this paragraph 5.1.13) as an Acceptance in respect of all Joint BM Units for which the Joint BM Unit Data are the same. Not used.~~

Amend paragraph 5.2.1 as follows:

- 5.2.1 The data referred to in paragraph 5.1.3(a)(ii)(1), in respect of the BM Unit to which a communication relates, are:
- (a) the Physical Notification prevailing at Gate Closure for each of the Settlement Periods respectively to which the communication relates, adjusted in each case to take account of any previous Acceptances in respect of such Settlement Period;
 - ~~[96-E] (b) the Dynamic Data Set prevailing at the Bid-Offer Acceptance Time; and~~
 - ~~[96-E] (c) the Maximum Export Level and Maximum Import Level data referred to in paragraph 2.2.1 prevailing at the Bid-Offer Acceptance Time~~
- ~~;~~ and

[96-E](d) ~~the Quiescent Physical Notification data referred to in paragraph 2.3.1 prevailing at Gate Closure for each of the Settlement Periods respectively to which the communication relates not used.~~

Amend paragraph 6.1.10 as follows:

6.1.10 Not later than 15 minutes following Gate Closure for each Settlement Period, the NETSO shall send to the BMRA the following data, so far as relating to that Settlement Period, received by Gate Closure, for each BM Unit for which it has so received such data:

[96-E] (a) the Maximum Export Limit data or the Maximum Import Limit data (including any change to such data) submitted in accordance with paragraph 2.2

~~, and~~

[96-E] (b) ~~any Quiescent Physical Notification data (including any change to such data) submitted in accordance with paragraph 2.3; not used~~

and where after Gate Closure the NETSO is notified of any change in any such data (so far as relating to such Settlement Period) the NETSO shall send to the BMRA such changed data, and the time of notification and the effective time of such change, not later than 5 minutes following receipt of notification of such change.

Amend paragraph 6.2.1 as follows:

6.2.1 In respect of each Settlement Day, for each BM Unit for which such data is received or determined by the NETSO under this Section Q, the NETSO shall send to the SAA (so that such data has been sent by the time which is 15 minutes following the end of such Settlement Day) the following data:

(a) the Final Physical Notification Data established pursuant to paragraph 3.2 in respect of each Settlement Period within such Settlement Day;

(b) changes to the Dynamic Data Set data received by the NETSO pursuant to the Grid Code to apply in respect of such Settlement Day and the notification time of each such receipt by the NETSO;

[96-E] (c) changes to the Maximum Export Limit and Maximum Import Limit data ~~and Quiescent Physical Notification data~~ received by the NETSO to apply in respect of such the Settlement Day in accordance with paragraph 2.2 and 2.3 respectively;

(d) Bid-Offer Data in respect of each Settlement Period within such Settlement Day submitted or determined in accordance with paragraph 4; and

(e) Acceptance Data, other than in relation to Acceptances which fall within paragraph 5.1.3(b).

Amend paragraph 6.2C.1(c) as follows:

[96-E] (c) changes to the Maximum Export Limit and Maximum Import Limit data ~~data~~ received by the NETSO to apply in respect of such the Settlement Day in accordance with paragraph 2.2 and 2.3 respectively;

SECTION R: COLLECTION AND AGGREGATION OF METER DATA FROM CVA METERING SYSTEMS (Version 17.0)

Amend paragraph 5.6.1 as follows:

5.6.1 For each Settlement Period in any Settlement Day the CDCA shall, in accordance with BSCP01, determine or re-determine and (subject to and in accordance with paragraph 5.7) submit Metered Volumes for each Volume Allocation Unit, and GSP Group Take for each GSP Group:

- [96-E] (a) when the ~~Credit Cover Volume Allocation Run~~, Interim Information Volume Allocation Run, the Initial Volume Allocation Run and each of the Timetabled Reconciliation Volume Allocation Runs are required in relation to that Settlement Day, in accordance with the Settlement Calendar;
- (b) on any occasion on which a Post Final Volume Allocation Run is required by the Panel pursuant to Section U2, in accordance with the timetable set by the Panel.

Amend paragraph 5.7.1 as follows:

5.7.1 The CDCA shall submit in accordance with BSCP01:

- (a) for each relevant BM Unit, Interconnector and GSP Group respectively, BM Unit Metered Volumes, Interconnector Metered Volumes and GSP Group Takes for each Settlement Period to the SAA;
- [96-E] (b) the value of the GSP Group Take for each GSP Group for each Settlement Period to the SVAA (including in relation to any Interim Information Volume Allocation Run); and
- [96-E] (c) Interconnector Metered Volumes in relation to each Interconnector for each Settlement Period to the Interconnector Administrator; and
- [96-E] (d) ~~for each Credit Qualifying BM Unit which is not a Supplier BM Unit or Secondary BM Unit, Metered Volumes which have been received by the CDCA for each Settlement Period to the ECVAA not used.~~

SECTION S: SUPPLIER VOLUME ALLOCATION (Version 31.0)

Amend paragraph 1.2.4 as follows:

[96-E] 1.2.4 Notwithstanding paragraph 1.2.3 ~~and other than as provided in Section I~~, SAS Data shall not be used in relation to Annex S-1.

Amend paragraph 1.6.5 as follows:

1.6.5 Each Transferee BM Unit established pursuant to paragraph 1.6.2 shall be configured in the same way and have the same attributes as the Relevant BM Unit of the ID Transferor to which it corresponds, including:

- (a) the Generation Capacity and the Demand Capacity;
- (b) the Credit Assessment Load Factor;
- (c) (where applicable) the GSP Group in which that BM Unit is situated;
- (d) (where applicable) the status of that BM Unit as a Base BM Unit or an Additional BM Unit;

(e) the SVA Metering Systems associated with that BM Unit;

(f) the P/C Status;

[96-E] (g) the Trading Unit to which that BM Unit belongs; and

[96-E] (h) ~~the Joint BM Unit Data (if any); and not used~~

(i) whether that BM Unit is considered a relevant BM Unit for the purposes of Section Q,

but without prejudice to the ID Transferee's rights and obligations to revise such configuration and attributes, or otherwise to the revision of such configuration and attributes, from time to time pursuant to any other provision of the Code.

SECTION U: PROVISIONS RELATING TO SETTLEMENT (Version 15.0)

Amend paragraph 2.3.2 as follows:

2.3.2 In addition to the foregoing, the following Settlement Runs and Volume Allocation Runs, not giving rise to Settlement, will be carried out before the Initial Settlement Run:

[96-E] (a) an interim Settlement Run ("**Interim Information Settlement Run**"), and an interim Volume Allocation Run (an "**Interim Information Volume Allocation Run**"), for the purposes only of Section M1.2 and informing Trading Parties and the NETSO of the amounts expected to give rise to payments under the Initial Settlement Run and enabling them to identify and seek correction of any errors they believe to have been made in the determination of such amounts; and

[96-E] (b) ~~a Volume Allocation Run in respect of Central Volume Allocation (a "**Credit Cover Volume Allocation Run**") for the purposes only of Section M1.2.4A; not used.~~

Amend paragraph 2.4.2 as follows:

2.4.2 The SAA shall, following receipt from the FAA of the Payment Calendar under Section N3.3.2, prepare in accordance with BSCP01 and deliver to BSCCo, each other Party, the CDCA, the SVAA and the ECVA, a Settlement Calendar showing, for the next following BSC Year:

(a) the date upon which, for each Settlement Day in the BSC Year, the Interim Information Settlement Run, the Initial Settlement Run and each of the Timetabled Reconciliation Settlement Runs are to be carried out;

[96-E] (b) the date upon which each of the corresponding Volume Allocation Runs, and the Credit Cover Volume Allocation Run, are to be carried out and the resulting data delivered to the SAA ~~and/or other BSC Agents~~.

SECTION V: REPORTING (Version 40.0)

Amend paragraph 1.1.5 as follows:

[96-E] 1.1.5 The provisions of paragraphs 1.1.4(b) ~~and Section I14.4.1(b)~~ are without prejudice to:

[96-E] (a) the obligations of the NETSO to send specified data to the BMRS and BSCCo pursuant to Section Q6 ~~or Section I14~~;

- (b) the obligations of each Market Index Data Provider to send specified data to the BMRS and BSCCo under the relevant Market Index Data Provider Contract;
- (c) the obligations of:
 - (i) the BMRA under the relevant BSC Agent Contract for the provision of the BMRS as required by paragraph 2;
 - (ii) other BSC Agents under the relevant BSC Agent Contracts for the provision of reports as required by paragraph 3;
- (d) the obligations of the Financial Service Provider to send the Settlement Exchange Rate to the BMRS under paragraph 2.2.2D.

Remove the following entries from Table V-3

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

SECTION W: TRADING DISPUTES (Version 17.0)

Amend paragraph 5.5 as follows:

~~[96-E]~~5.5 ~~Not used~~Pool run-off

~~5.5.1 The Panel shall ensure that disputes in respect of matters affecting:~~

- ~~(a) final settlement and reconciliation under the Pool Supplement; and~~
 - ~~(b) Settlement (including Volume Allocation) under other provisions of the Code;~~
- ~~shall be considered and resolved in a co-ordinated manner with a view to ensuring as far as possible that the resolution of such disputes produces the same outcome in respect of equivalent matters.~~

~~5.5.2 The Panel may determine that disputes in respect of data required for the same or substantially the same purpose under the Pool Supplement and under other provisions of the Code shall be resolved together by the Trading Disputes Committee in accordance with the provisions of this Section W.~~

SECTION X: DEFINITIONS AND INTERPRETATION (Version 5.0)

Amend paragraph 2.1.1 as follows:

2.1.1 In the Code, unless the context otherwise requires:

- (a) a reference to a particular Section, paragraph or Annex is to a Section or paragraph of or Annex to a Section of the Code (and shall be construed as meaning such Section, paragraph or Annex as modified from time to time in accordance with the Transmission Licence);
- (b) a reference in a particular Section or Annex to a particular paragraph is to such paragraph of that Section or Annex (as the case may be);
- ~~[96-E] (c) a reference in the Pool Supplement to a paragraph is to such paragraph of the Pool Supplement; not used;~~
- (d) a reference to a Section includes any Annex to that Section;
- (e) words in the singular may be interpreted as including the plural and vice versa;
- (f) the word "**including**" is to be construed as meaning "including without limitation";
- (g) a derivative term of any defined or interpreted term shall be construed in accordance with the relevant definition or interpretation;
- (h) a reference to a particular gender may be interpreted as including any other gender.

ANNEX X-1: GENERAL GLOSSARY (Version 88.0)

Remove the following definitions from Annex X-1:

[96-E] "1998 Programme Costs":	has the meaning given to that term in Section D5.1.1;
[96-E] "1998 Programme Recovery Period":	has the meaning given to that term in paragraph 1.1.2 of Annex D-5;
[96-E] "Aggregate PES Recoverable Amount":	has the meaning given to that term in paragraph 1.1.1 of Annex D-5;
[96-E] "Aggregate Pool NETA Costs":	has the meaning given to that term in paragraph 2.1.2 of Annex D-5;
[96-E] "BSC 1998 Start Date":	has the meaning given to that term in paragraph 1.1.2 of Annex D-5;
[96-E] "BSC NETA Funding Amount":	has the meaning given to that term in paragraph 2.2 of Annex D-3;

[96-E]"Credit Qualifying BM Unit":	has the meaning given to that term in Section K3.7;
[96-E]"Joint BM Unit Data":	means, in relation to a Joint BM Unit, the Teleswitch Group(s) and the teleswitched Standard Settlement Configuration(s) registered by a Supplier in relation to that BM Unit in accordance with Section K3.3.9;
[96-E]"Joint BM Unit":	means a Supplier BM Unit comprising SVA Metering System(s) some or all of which belong to a Teleswitch Group and which the Lead Party has chosen to designate as such in accordance with Section K3.3.9;
[96-E]"Monthly NETA Recovery Amount":	has the meaning given to that term in paragraph 2.2 of Annex D-2;
[96-E]"Party Funded Costs":	has the meaning given to that term in Section D5.1.2;
[96-E]"PES 1998 Recovery Shares":	has the meaning given to that term in paragraph 1.1.3 of Annex D-5;
[96-E]"Pool NETA Costs":	has the meaning given to that term in Section D5.1.1(a);
[96-E]"Pool NETA Recovery Period":	has the meaning given to that term in paragraph 2.1.4 of Annex D-5;
[96-E]"Pool NETA Recovery Shares":	has the meaning given to that term in paragraph 2.1.3 of Annex D-5;
[96-E]"Pool NETA Start Date":	has the meaning given to that term in paragraph 2.1.2 of Annex D-5;
[96-E]"Pool Supplement":	means that part of the Code entitled the Pool Supplement;
[96-E]"Quarterly 1998 Programme Amount":	has the meaning given to that term in paragraph 1.2.1 of Annex D-5;
[96-E]"Quarterly 1998 Programme Charge":	has the meaning given to that term in paragraph 1.2.3 of Annex D-5;
[96-E]"Quarterly Pool NETA Amount":	has the meaning given to that term in paragraph 2.2.1 of Annex D-5;
[96-E]"Quiescent Physical Notification":	has the meaning given to that term in the Grid Code;
[96-E]"Scottish Distributor Recovery Period":	means the period described in Annex D-5-4;
[96-E]"Scottish Operational Run-Off Costs":	means the costs described in Annex D-5-4;
[96-E]"Specified NETA Funding Charge":	has the meaning given to that term in paragraph 2.1 of Annex D-3;

ANNEX X-2: TECHNICAL GLOSSARY (Version 45.0)

Remove the following definitions from Table X-2

[96-E]Joint BM Unit Data			Is defined in Annex X-1.
[96-E]Metered Credit Assessment Credited Energy Volume	MAQCE_{itj}	MWh	is defined in Section M1.2.4A. The Metered Credit Assessment Credited Energy Volume is the contribution to a Trading Party's Metered Energy Indebtedness from BM Unit i and Energy Account a in Settlement Period j.
[96-E]Metered Energy Indebtedness	MEI_{pj}	MWh	is defined in Section M1.2.4A. The Metered Energy Indebtedness is the net energy contribution determined to be allocated to a Trading Party for Settlement Periods as defined in Section M1.2.4A.

Remove the following definitions from Table X-3

[96-E]MAQCE_{itj}	MWh	Metered Credit Assessment Credited Energy Volume
[96-E]MEI_{pj}	MWh	Metered Energy Indebtedness

Amend the Pool Supplement as follows:

~~[96-E]BALANCING AND SETTLEMENT CODE – POOL SUPPLEMENT~~

~~1. GENERAL~~

~~1.1 Introduction~~

~~1.1.1 This Supplement sets out:~~

- ~~(a) provisions for the run-off of settlement relating to trading (and related matters) under the Pooling and Settlement Agreement for all periods up to (but excluding) the Go-live Date;~~
- ~~(b) provisions for the satisfaction, performance and discharge of certain other rights and obligations of Pool Members accrued under the Pooling and Settlement Agreement;~~

~~(c) the arrangements under which provisions contained in the Pooling and Settlement Agreement are to be treated as applying (for the purposes referred to in paragraph (a) and (b) and for certain related purposes) as between certain Parties;~~

~~(d) the role and responsibilities of the Panel and of BSCCo in connection with the matters for which provision is made in this Supplement.~~

1.2 Definitions and Interpretation

1.2.1 In this Supplement, except where the context otherwise requires:

~~(a) terms and expressions defined in the Pooling and Settlement Agreement (as in force immediately before the Pool Run-off Date) and not otherwise defined in this Supplement shall have the same meanings where used herein;~~

~~(b) the provisions of the Pooling and Settlement Agreement (as so in force) as to its interpretation shall apply to the extent to which such provisions are capable of applying and are not inconsistent with any provisions of the Code which apply in relation to this Supplement;~~

~~(c) references to the NETSO include the NETSO in its capacities (under the Pooling and Settlement Agreement) of Grid Operator and Ancillary Services Provider; and~~

~~(d) references to rights, liabilities or obligations accrued or accruing shall be treated as including references to rights, liabilities or obligations which may accrue and references to accrued debts and credits shall be construed accordingly.~~

1.2.2 In this Supplement:

~~(a) **"Pool Run-off"** means:~~

~~(i) the settlement and reconciliation of trading of electricity between Pool Members pursuant to the Pooling and Settlement Agreement in respect of Settlement Periods falling on any date prior to the Go-live Date and all matters reasonably incidental thereto;~~

~~(ii) the determination and settlement of amounts owing between Pool Members and the NETSO pursuant to the Pooling and Settlement Agreement in respect of Settlement Periods falling on any date prior to the Go-live Date in respect of Ancillary Services Daily Charges, Energy Uplift Daily Payments, Transport Uplift and Transmission Losses Daily Payments;~~

~~(iii) the satisfaction, discharge and performance of the rights and obligations (accruing with respect to periods before the Pool Run-off Date) of Pool Members in respect of the arrangements referred to in Part B of the Annex;~~

~~(iv) the resolution of disputes relating to the matters referred to in paragraphs (i), (ii) and (iii);~~

~~to the extent to which such matters have not been fully performed and completed or such disputes fully settled at the Pool Run-off Date;~~

- ~~(a) "Pool Run-off Date" means the day following the Settlement Payment Date in respect of the Settlement Day before the Go-live Date;~~
- ~~(b) "Pool Member" means a Party which is a Pool Member immediately before the Go-live Date and any such person as is referred to in paragraph 1.5.1;~~
- ~~(c) "Pool Provisions" has the meaning given to that term in paragraph 2.2; and~~
- ~~(d) "Subsidiary Pool Provisions" means the Pool Provisions referred to in paragraph 2.2.1(b), (c) and (d);~~

~~1.2.3 Unless the context otherwise requires, references to the Code:~~

- ~~(a) in Sections A, B, C, D, F, H and X include (so far as capable of applying thereto) this Supplement;~~
- ~~(b) in all other parts of the Code, do not include this Supplement; and~~
- ~~(c) in Code Subsidiary Documents, do not include this Supplement;~~

~~1.3 Effective date~~

~~The provisions of this Supplement shall (save where otherwise specified) have effect on and from the Pool Run-off Date.~~

~~1.4 Effect on Pooling and Settlement Agreement~~

~~1.4.1 The Pooling and Settlement Agreement, in accordance with clause 1A.8 thereof (introduced by the Implementation Scheme with effect from the Pool Run-off Date), does not apply in relation to Pool Run-off, but subject thereto and subject to any other express provision of this Supplement nothing in this Supplement shall affect or prejudice the continuance in force (as respects those matters remaining to be governed by it) of the Pooling and Settlement Agreement.~~

~~1.4.2 This Supplement shall not be affected in any way by any amendment, variation, suspension or termination of, or anything done pursuant to, the Pooling and Settlement Agreement at any time on or after the Pool Run-off Date.~~

~~1.5 Implementation Scheme~~

~~1.5.1 Pursuant to the Implementation Scheme, persons who are not Parties but were Pool Members on the Code Effective Date and are Parties under the Implementation Scheme are bound by this Supplement.~~

~~1.5.2 To the extent to which this Supplement makes provision for matters for which provision is also made in the Implementation Scheme, in the event of any conflict or inconsistency between such provisions as they apply in respect of periods commencing on or after the Pool Run-off Date, the provisions of this Supplement shall prevail.~~

~~2. INCORPORATION OF POOLING AND SETTLEMENT AGREEMENT PROVISIONS~~

~~2.1 Pool Run-Off~~

~~2.1.1 For the purposes of the Code:~~

~~(a) the Pool Provisions (other than Subsidiary Pool Provisions) shall be deemed to be incorporated (on the basis set out in paragraph 2.3.1) as if expressly set out in this Supplement; and~~

~~(b) all of the Pool Provisions shall have effect under this Supplement,~~

~~to the extent required to give effect to Pool Run off, and the accrued rights and liabilities (whether actual, future or contingent) of Pool Members (as between themselves) in respect of Pool Run off arising before the Pool Run off Date under or pursuant to the Pooling and Settlement Agreement.~~

2.2 Pool Provisions

~~2.2.1 For the purposes of this Supplement, the “Pool Provisions” means the Pooling and Settlement Agreement, including:~~

~~(a) the Pool Rules;~~

~~(b) the Service Lines and Supplier Service Lines;~~

~~(c) the Agreed Procedures; and~~

~~(d) the Codes of Practice;~~

~~(i) in each case as in force immediately before the Pool Run off Date, but~~

~~(ii) with the modifications specified in, or determined under, paragraph 2.3.1;~~

~~(iii) subject to modification as described in paragraph 2.3.2; and~~

~~subject to any derogations, dispensations and other decisions of the Executive Committee and any sub committee made before the Pool Run off Date and which have the effect, pursuant to the Pooling and Settlement Agreement, of varying any of the foregoing as it applies in relation to Pool Run off, but subject to any subsequent decisions (pursuant to the Code) of the Panel relating to any such matter.~~

2.3 Modifications

~~2.3.1 The Pool Provisions (as incorporated by paragraph 2.1) shall, subject to any modification as referred to in paragraph 2.3.2 or (as the case may be) 2.3.3, be construed on the basis set out in Part A of the Annex to this Supplement.~~

~~2.3.2 For the avoidance of doubt, a modification (by way of Code Modification pursuant to Section F) of this Supplement may include a modification of the Pool Provisions (not including Subsidiary Pool Provisions) as incorporated herein.~~

~~2.3.3 In accordance with Section F3.1.6, the Subsidiary Pool Provisions may be modified pursuant to Section F3.~~

2.4 Treatment of accrued debts and credits

~~2.4.1 For the purposes of Pool Run off, all accrued debts and credits (as specified in paragraph 2.4.2), and rights and liabilities in respect of such debts and credits, shall be deemed to be constituted under and be governed by this Supplement.~~

~~2.4.2 For the purposes of paragraph 2.4.1 accrued debts and credits are debts and credits (as between Pool Members or any of them, or as between Pool Members or any of them and the NETSO) accrued under the Pooling and Settlement Agreement and undischarged at the Pool Run-off Date, which resulted from:~~

- ~~(a) trading or transactions or payment obligations (or the settlement or reconciliation thereof) of the kinds referred to in paragraphs 1.2.2(a)(i) and (ii); or~~
- ~~(b) any provision of the Pooling and Settlement Agreement of a kind to which any of the arrangements in Part B of the Annex to this Supplement relate; or~~
- ~~(c) the resolution of disputes relating to the matters referred to in paragraphs (a) and (b);~~

~~2.4.3 For the avoidance of doubt, accrued debts and credits do not include amounts payable under Pool Contracts.~~

~~3. RUN-OFF ARRANGEMENTS~~

~~3.1 Pool Contracts~~

~~3.1.1 Subject to paragraph 3.1.2 BSCCo shall (or shall procure that Poolserco Limited shall) manage or administer the Pool Contracts for the benefit of Pool Members.~~

~~3.1.2 Where a Pool Contract is also a BSC Agent Contract, BSCCo shall (or shall procure that Poolserco Limited shall) manage or administer such contract for the benefit both:~~

- ~~(a) of Trading Parties, in accordance with Section E, and as respects relevant provisions of the Code other than this Supplement, and~~
- ~~(b) of Pool Members as respects this Supplement and (to the extent not incorporated in this Supplement and insofar as such provisions relate directly or indirectly to such Pool Contract) the provisions of the Pooling and Settlement Agreement;~~

~~and in accordance with such principles or arrangements (including as to the making of claims and sharing of recoveries under such contract) as the Panel shall determine to be appropriate and consistent with the Pool Transfer Deed and the Implementation Scheme in the case of any conflict between the purposes in paragraph (a) and the purposes in paragraph (b) or in the administration of such contract for each of those purposes.~~

~~3.1.3 For this purpose, a “Pool Contract” is each of the following contracts, in each case only so far as such contract applies on and from the Pool Run-off Date:~~

- ~~(a) the contracts which (for other purposes of the Code) constitute the BSC Agent Contracts with the SVAA, the Profile Administrator, the Technical Assurance Agent, the Teleswitch Agent and the BSC Auditor;~~
- ~~(b) any contract which BSCCo or any Subsidiary of BSCCo has with the approval of the Panel, whether given before, on or after the Go Live Date, entered into with any person for the provision of services in connection with Pool Run-off equivalent to any services provided by the Settlement System Administrator or Pool Funds Administrator under the Pooling and Settlement Agreement; and~~

~~(c) any other contract approved by the Panel as being a Pool Contract and entered into (by a person other than BSCCo or its Subsidiary) by or on behalf of Pool Members, under which services are provided which are required for the implementation of Pool Run-off, provided that there have been put in place (with the agreement of BSCCo) arrangements pursuant to which BSCCo is able to manage or administer such contract.~~

3.2 Powers and duties of the Panel

~~3.2.1 If and for so long as the provisions of this Supplement apply, the powers, duties and functions of the Panel shall include those powers, duties and functions set out in this Supplement (including those which apply by virtue of the deemed incorporation of the Pooling and Settlement Agreement as modified in accordance with paragraph 2.3.1).~~

~~3.2.2 For the avoidance of doubt, the indemnity in Section B2.9 shall extend to Panel Members in relation to the exercise and discharge of the powers, duties and functions referred to in paragraph 3.2.1.~~

3.3 Powers and duties of BSCCo

~~3.3.1 If and for so long as the provisions of this Supplement apply, the powers, duties and functions of BSCCo shall include those powers, duties and functions set out in this Supplement (including those which apply by virtue of the deemed incorporation of the Pooling and Settlement Agreement as modified in accordance with paragraph 2.3.1).~~

~~3.3.2 For the avoidance of doubt:~~

~~(a) the costs, expenses and other outgoings of BSCCo in the exercise and discharge of its functions under paragraph 3.1 (including payments made under Pool Contracts) and in the administration of the debts and credits referred to in paragraph 2.4 and of the powers, duties and functions referred to in paragraph 3.3.1 are BSC Costs for the purposes of Section D;~~

~~(b) the provisions of Section C5 shall apply in relation to BSCCo in the exercise and discharge of its functions under paragraph 3.1 and in the administration of the debts and credits referred to in paragraph 2.4 and of its powers, duties and functions referred to in paragraph 3.3.1 and otherwise under the Supplement.~~

3.4 Miscellaneous

~~3.4.1 Pool Members shall take reasonable steps to exercise and enforce their rights (under the Pooling and Settlement Agreement) with a view to ensuring that Meter Operator Parties and Externally Interconnected Parties take any actions which may be required to be taken by them in order to give effect to Pool Run-off in accordance with this Supplement.~~

~~3.4.2 It is acknowledged that, subject to and in accordance with the Implementation Scheme, BSCCo will (unless removed by Pool Members) continue to act as Chief Executive for the purposes of the Pooling and Settlement Agreement as and to the extent it continues in force from the Pool Run-off Date; and it is agreed that BSCCo shall, at the request and cost of Pool Members, provide resources and administrative support in relation to the implementation of that Agreement as it relates to periods on and after and (but not as to matters within the scope of this Supplement) before the Pool Run-off Date, provided that BSCCo shall not be obliged to provide resources and administrative support where it would be unreasonable to do so, unless directed to do so by the Panel.~~

~~3.4.3 — It is agreed that (in addition to any audits which may fall to be carried out by the Pool Auditor pursuant to the Pool Provisions in respect of Settlement Periods up to (but not including) the Go live Date), any Pool Member or Pool Members may request the Panel that the Pool Auditor shall carry out an ad hoc audit (within the scope of what may be required of the Pool Auditor under the Pool Provisions), at the cost of such Pool Member(s), of any matter falling within the scope of Pool Run off; and so far as the relevant Pool Contract provides for such an audit to be carried out the Panel shall give reasonable consideration to such request.~~

~~3.4.4 — For the avoidance of doubt, the term Default (in Section H3) shall be construed on the basis that references to the Code in that Section (except in Section H3.1.1(a)) include the Pool Supplement.~~

~~3.4.5 — BSCCo shall (for such period as is reasonable in all the circumstances):~~

- ~~(a) — continue to maintain or preserve, or procure the maintenance and preservation of, all reports, records, data and other information which are in or come into its possession or that of any Pool Agents relating to the matters for which the Pooling and Settlement Agreement makes provision and the matters the subject of this Supplement;~~
- ~~(b) — make such reports, records, data and other information available, or procure that they are made available, to Pool Members to the extent and on the terms that they are entitled to them under the provisions of the Pooling and Settlement Agreement or of this Supplement; and~~
- ~~(c) — permit or procure access to the Pool Auditor (for the purposes of any Pool audit) to premises, personnel, reports, records, data and other information to the extent that the Pool Auditor is entitled to such information under the terms of the Pool Auditor Contract.~~

ANNEX TO POOL SUPPLEMENT

Part A: Pool Provisions

~~For the purposes only of the Supplement, the Pool Provisions (as and to the extent incorporated in and/or given effect under the Supplement) shall apply and be construed on the basis that, with effect from the Pool Run off Date (but without prejudice to the effect of the Pool Provisions, as applying in respect of periods prior to the Pool Run off Date, for the purposes of determining the accrued debts, credits, rights and liabilities referred to in paragraph 2.4 of the Supplement):~~

- ~~1. — Unless the context otherwise requires or as specified below, all references to the Executive Committee and the members thereof and to Pool Members or any class of Pool Members in general meeting are references to the Panel (and related provisions as to voting majorities shall be disregarded);~~
- ~~2. — Unless the context otherwise requires or as specified below, all references to the Performance Assurance Board and the members thereof are references to the Panel or a Panel Committee acting as Performance Assurance Board under the Code (and any related provisions as to voting majorities shall be disregarded);~~
- ~~3. — Unless the context otherwise requires or as specified below, all references to the Chief Executive are references to BSCCo.~~
- ~~4. — The following provisions of the Pooling and Settlement Agreement shall be disregarded (but without prejudice to paragraph (e) of Part B below):~~

- ~~(a) clause 3;~~
- ~~(b) clause 4 (to the extent that it is inconsistent with the provisions of the Code);~~
- ~~(c) clause 5;~~
- ~~(d) clause 6 (other than sub-clauses 6.8 and 6.12);~~
- ~~(e) Part III (other than sub-clauses 7.1 and 9.7 and save to the extent required in connection with the determination of Contributory Shares and as to clause 11.9 relating to the keeping of records);~~
- ~~(f) Part IV (save to the extent required to determine the powers, duties and functions of the Executive Committee, and so far as relevant for determining costs and expenses for the purposes of the arrangements referred to in paragraph (c) of Part B below);~~
- ~~(g) Part VI;~~
- ~~(h) Part VII (but for the avoidance of doubt without prejudice to any provisions of any Pool Contract which may be framed by reference to that Part);~~
- ~~(i) Part VIII (but for the avoidance of doubt without prejudice to any provisions of any Pool Contract which may be framed by reference to that Part);~~
- ~~(j) Part X;~~
- ~~(k) Part XI (save to the extent required for the determination and settlement of the matters referred to in paragraph 1.2.2(a)(ii) of this Supplement);~~
- ~~(l) Part XIII;~~
- ~~(m) Part XIV;~~
- ~~(n) Part XVI;~~
- ~~(o) Part XVII;~~
- ~~(p) Part XVIII (but for the avoidance of doubt without prejudice to any provisions of any Pool Contract which may be framed by reference to that Part);~~
- ~~(q) Part XIX;~~
- ~~(r) Part XXI;~~
- ~~(s) Part XXII (except to the extent, if any, to which the Code does not contain provisions equivalent to those of that Part and provided that the relevant provisions of that Part are not inconsistent or in conflict with any provisions of the Code); and~~
- ~~(t) clause 74.~~

~~5. The following Schedules to the Pooling and Settlement Agreement shall be disregarded:-~~

- ~~(a) Schedule 1;~~
- ~~(b) Schedule 2;~~

- ~~(c) Schedule 3;~~
- ~~(d) Schedule 4 (but for the avoidance of doubt without prejudice to any provisions of any Pool Contract which may be framed by reference to that Schedule);~~
- ~~(e) Schedule 7;~~
- ~~(f) Schedule 12;~~
- ~~(g) Schedule 15 (but for the avoidance of doubt without prejudice to any provisions of any Pool Contract which may be framed by reference to that Schedule);~~
- ~~(h) Schedule 16;~~
- ~~(i) Schedule 17;~~
- ~~(j) Schedule 18 (save to the extent required for the purposes of charges accrued in respect of the period to (but excluding) the Pool Run-off Date);~~
- ~~(k) Schedule 19;~~
- ~~(l) Schedule 20;~~
- ~~(m) Schedule 21;~~
- ~~(n) Schedule 22 (but without prejudice to paragraph (a) of Part B below;~~
- ~~(o) Schedule 24;~~
- ~~(p) Schedule 31 (but without prejudice to paragraph (c) of Part B below and, for the avoidance of doubt without prejudice to any provisions of any Pool Contract which may be framed by reference to that Schedule);~~
- ~~(q) Schedule 33; and~~
- ~~(r) Schedule 34;~~

~~6. Any provision of the Pooling and Settlement Agreement:~~

- ~~(a) requiring consent of any party to the Pooling and Settlement Agreement or of any class of party or of any other person to modifications of any provision of the Pooling and Settlement Agreement; or~~
- ~~(b) providing for any right of appeal against decisions of the Executive Committee or of Pool Members;~~

~~shall be disregarded.~~

~~7. References (contained within the Pooling and Settlement Agreement) directly or indirectly to the Pooling and Settlement Agreement or any provision thereof or arrangement thereunder shall be construed as references to the Pooling and Settlement Agreement or such provision or arrangement as and to the extent incorporated in or constituted under the Supplement.~~

~~8. So far as relevant for the purposes of Pool Run-off, references to Contributory Shares shall be to the Contributory Shares determined in accordance with the Pooling and Settlement Agreement, on the basis that:~~

- ~~(a) the last Accounting Period shall be treated as that beginning 1st April, 2000 and ending on the earlier of 31st March, 2001 and the Go live Date; and~~
- ~~(b) no calculation of Contributory Shares shall be made in respect of any later period;~~

Part B: Other Pool Arrangements

~~The arrangements referred to in paragraph 1.2.2(a)(iii) of the Supplement are:~~

- ~~(a) the arrangements in Schedule 22 to the Pooling and Settlement Agreement, so far as relating to periods prior to the period from which paragraph 1 of Annex D-5 applies;~~
- ~~(b) the arrangements in Sections 2.6 and 9 of Schedule 26 and in the Appendix to Schedule 26 to the Pooling and Settlement Agreement, so far as relating to periods prior to the period from which Annex S-1 applies;~~
- ~~(c) the arrangements in Schedule 31 to the Pooling and Settlement Agreement, so far as relating to any period before the Go live Date including, for the avoidance of doubt, the provisions in sub-section 9.1 of that Schedule relating to disputes;~~
- ~~(d) arrangements under the Pooling and Settlement Agreement applying between Pool Members *inter se* as to their rights and obligations (and the exercise, discharge, allocation and apportionment thereof), so far as accruing in respect of periods before the Pool Run-off Date, in relation to the Settlement System Administrator and Pool Funds Administrator;~~

~~but in each case only to the extent to which the Pooling and Settlement Agreement continues immediately before the Pool Run-off Date to provide for such arrangements; and~~

- ~~(e) any other arrangements (so far as provided for by the Pool Provisions) under the Pooling and Settlement Agreement, where:
 - ~~(i) Pool Members have before the Pool Run-off Date decided (in accordance with the Pooling and Settlement Agreement) that such arrangements should be treated as included in this Part B; and~~~~