

'Allow notices via email where currently prohibited'

This Modification will allow notices that the BSC currently requires to be sent by post or fax to be sent by email. Due to the COVID-19 pandemic, it is not currently practical to use post or fax. More generally, it is now accepted and more efficient to send notices via email.



ELEXON recommends the Panel raises the attached Modification Proposal in accordance with the provisions of Section F 'Modification Procedures' F2.1.1(d)(i).



ELEXON recommends this Modification is progressed directly to the Report Phase with an initial recommendation to approve

This Modification is expected to impact:

- All BSC Parties; and
- ELEXON.

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About This Document

This document is a recommendation to the BSC Panel to raise a Modification Proposal (Attachment A) in accordance with BSC Section F 2.1.1(d)(i).

ELEXON will present this paper to the Panel at its meeting on 9 April 2020. If the Panel agree to raise the Modification Proposal, this document will form its Initial Written Assessment (IWA), and the Proposal Form will be updated and published on the ELEXON website accordingly. The Panel will consider the recommendations, and agree how to progress this Modification

There are three parts to this document:

- This is the main document. It provides details of the Modification Proposal, an assessment of the potential impacts and a recommendation of how the Modification should progress.
- Attachment A contains the Modification Proposal Form.
- Attachment B contains the BSC draft legal text to deliver this Modification.

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What is the issue?

BSC Section H paragraph 9.2.5 does not permit certain specific notices between ELEXON and Parties (as detailed in Appendix 1) to be sent solely by email. To be deemed as officially received and actionable, the BSC requires these notices to be sent by post or fax. However, the existing requirement to send hard copies of these notices is not practical during the COVID-19 pandemic and risks notices being delayed, missed, un-actioned or challenged.

What is the proposed solution?

Delete all the existing exceptions listed in H9.2.5, which currently prohibit the sole use of email for certain specified notices (see Appendix 1). This will give the sender of these notices the choice whether to use email, post or fax, subject to any other express provision in any relevant BSC Procedure (BSCP). This will therefore align them with the existing provisions for all other BSC notices.

Aside from the immediate practicalities of the COVID-19 lockdown, we believe that restricting these notices to post or fax is unnecessary. We propose that this should therefore be an enduring change to the BSC rules rather than a limited contingency provision.

Impacts

This Modification will impact ELEXON as well as any Party or Party Applicant that is required to send or receive a notice that is not currently permitted via email. It may require ELEXON and Parties to change processes and documentation.

Implementation

It is proposed to implement this Modification as soon as possible, to minimise any risks of missed/un-actioned postal notices or any possible challenge to use of email notices during the COVID-19 pandemic. If progressed as a Self-Governance Modification Proposal, we recommend this Modification is implemented the day after the end of the Self-Governance window. Alternatively, if sent to Ofgem for decision, we recommend implementation five Working Days after Ofgem decision.

Recommendation

We recommend the Panel raise this Proposal and submit it directly to the Report Phase as a Self-Governance Modification Proposal, as the solution is self-evident and arguably also of an inconsequential nature. Allowing notices to be sent by email is standard business practice and in line with industry practices.

2 Why Change?

What is the issue?

[BSC Section H 'General'](#) paragraph 9.2.5 does not permit certain specific notices between ELEXON and Parties (as detailed in appendix 1) to be sent solely by email. To be deemed as officially received and effective, the BSC requires these notices to be sent by post or fax. However, the existing requirement to send hard copies of these notices is not practical during the COVID-19 pandemic for the reasons given below:

- ELEXON's office is currently closed until further notice, limiting its ability to receive post (or faxes, although fax is now rarely, if ever, used as a communication medium under the BSC);
- Similarly, BSC Parties may be unable, or have reduced ability, to receive post (or faxes) where staff are working from home, operations are reduced and/or offices are closed;
- [Royal Mail](#) has indicated potential reductions in postal services levels, impacting the BSC's rule that notices sent by first-class post are deemed to have been received two days after sending; and
- Although the health risk of spreading COVID-19 by posting items may be small, the [Government](#) notes that using alternative communication methods will minimise the need for members of the public or the postal workforce to travel unnecessarily. The Government also notes that potential disruption to the post service may reduce the practicality of sending time-critical formal documents by post.

In 2005, [P159 'Extending the scope of e-mail communications under the Code'](#) introduced the existing list of notices in H9.2.5 that cannot be sent solely by email and must be sent by post or fax. For all other notices under the BSC, P159 introduced the ability for the sender to use email as an alternative to the previously-recognised mechanisms of post or fax. In the 15 years since P159 was implemented, email has become a widely-accepted communication method for formal notices.

Desired outcomes

To help make the sending of formal BSC notices quicker and more efficient (and ensure that they can be seen and actioned) during the COVID-19 pandemic, we therefore propose to remove the existing H9.2.5 restrictions on use of email for the notices specified in appendix 1.

More generally, and aside from the immediate practicalities of the COVID-19 lockdown, we believe that restricting these notices to post or fax is unnecessary. We propose that this should therefore be an enduring change to the BSC rules rather than a limited contingency provision.

Proposed solution

Delete all the existing exceptions to use of email listed in paragraph H9.2.5, which currently prohibit the sole use of email for certain specified notices (see Appendix 1). This will give the sender of these notices the choice whether to use email, post or fax, subject to any other express provision in any relevant BSCP. This will therefore align them with the existing provisions for all other BSC notices.

ELEXON has confirmed that there is no reason in principle why the notices listed in H9.2.5 cannot be sent by email. Electronic signatures or electronically-scanned letters are legally acceptable where notices need to be signed (and there are no other specified requirements to the contrary). Where the notice is a BSCP form that requires an Authorised Signatory, the existing rules in [BSCP38 'Authorisations'](#) for authenticating email forms will apply.

We note that there may be some practicalities to overcome with one of the existing H9.2.5 exceptions, which relates to the indemnities that ELEXON provides to Panel Members in the form of a deed. This is because the signing of these indemnities by ELEXON (even if electronic) should be physically witnessed to ensure they are valid executed (although the position on this may shift further towards remote witnessing in light of the current pandemic).

However, ELEXON believes that the flexibility to use email for these (in addition to the existing options of using post or fax) would still be beneficial. ELEXON notes that other industries are also currently having to explore alternatives to physical witnessing during the lockdown, for example for signed mortgage deeds, which may result in the further development of the law to allow for remote/electronic witnessing.

Benefits

This Proposal will:

- Modernise the available communication methods for all notices under the BSC;
- Enable the benefits of email (e.g. speed of communication, reduced use of paper) to apply to all notices; and
- Mitigate the immediate practical issues posed by having to send hard-copy communications during the COVID-19 pandemic.

Applicable BSC Objectives

Allowing the option to use email for all BSC notices will better facilitate BSC Applicable Objective (d). It will not only remove issues with sending hard copies during the COVID-19 pandemic, but will enable the other benefits of email for these communications.



Implementation approach

It is proposed to implement this Modification as soon as possible so that the risk of non-compliance or missed notices during the COVID-19 pandemic is minimised.

ELEXON recommends an Implementation Date for this Modification of:

- 8 June 2020, if progressed as a Self-Governance Modification Proposal, we recommend this Modification is implemented the day after the end of the Self-Governance window; alternatively,
- if sent to Ofgem for decision, the we recommend implementaiton five Working Days after Ofgem decision.

What are the Applicable BSC Objectives?

(a) The efficient discharge by the Transmission Company of the obligations imposed upon it by the Transmission Licence

(b) The efficient, economic and co-ordinated operation of the National Electricity Transmission System

(c) Promoting effective competition in the generation and supply of electricity and (so far as consistent therewith) promoting such competition in the sale and purchase of electricity

(d) Promoting efficiency in the implementation of the balancing and settlement arrangements

(e) Compliance with the Electricity Regulation and any relevant legally binding decision of the European Commission and/or the Agency [for the Co-operation of Energy Regulators]

(f) Implementing and administering the arrangements for the operation of contracts for difference and arrangements that facilitate the operation of a capacity market pursuant to EMR legislation

(g) Compliance with the Transmission Losses Principle

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Next steps

Self-Governance

It's proposed that this Modification Proposal is determined by the BSC Panel and not Ofgem. ELEXON maintains that this Proposal, whilst amending the Code's governance procedures, does not constitute a material change. It is proposed to allow the use of email, which is a common form of business communication, and does not require a Party to use the new methods to send notices, unless it wants to, nor does it amend the substance of any notices required.

Progression Route

We recommend that this Modification is submitted directly to the Report Phase, as the solution is self-evident and arguably also of an inconsequential nature. Allowing notices to be sent by email is standard business practice and in line with industry practices.

Urgent considerations

It was considered whether to request this Proposal be treated as an Urgent Modification Proposal on the grounds the current COVID-19 issue means that Parties, including ELEXON, may not be able to comply with the BSC provision to send certain notices by post or fax. The two main affected notices are Accession Agreements and Default Notices, which the BSC does not currently permit to be sent solely by email. Default Notices are currently being sent via post by the Funds Administration Agent (and via email). Accession Agreements are permitted under UK law to be signed, scanned and emailed, but the BSC currently prevents sole use of email for these.

We believe it is important to consult industry on this Proposal. Therefore the timescales between an Urgent Modification and a straight to Report Phase Modification are comparable, as illustrated below. There is an 11 Working Day difference between the two proposed timetables.

Further Change

Further Modifications will be required to Section A to align it with changes to Section H, for clarity, in respect of Accession Agreements. This will ensure there are no discrepancies between the two Sections. It will also remove the need for certified copies of Accession Agreements (which will align more closely with current practice) to be sent via post/fax.

However, as Section A of the Code will form part of the conditionally approved terms and conditions for electricity balancing under [Commission Regulation \(EU\) 2017/2195](#) establishing a guideline for electricity balancing (Electricity Balancing Guideline (EBGL)), Modifications to that section must comply with EBGL amendment requirements, including a one month consultation, and cannot be made before the terms and conditions and P392 come into effect (as there is currently no compliant BSC process to amend EBGL terms and conditions). ELEXON therefore believe it sensible to progress this change now, which will address the more immediate non-compliance risks and raise a subsequent Modification to align Section A and H. The scope of the subsequent Modification could be expanded to



What is the Self-Governance Criteria?

A Modification that, if implemented:

- (a) is unlikely to have a material effect on:
 - (i) existing or future electricity consumers; and
 - (ii) competition in the generation, distribution, or supply of electricity or any commercial activities connected with the generation, distribution, or supply of electricity; and
 - (iii) the operation of the national electricity transmission system; and
 - (iv) matters relating to sustainable development, safety or security of supply, or the management of market or network emergencies; and
 - (v) the Code's governance procedures or modification procedures; and
- (b) is unlikely to discriminate between different classes of Parties.

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consider other communication related misalignments and considerations. For example, whether fax should remain a valid form of communication under the BSC and, subject to Panel approval ([301/12](#)), updating the Letter of Credit pro-formas in Section D.

Timetable

Urgent Modification with consultation*	Straight to Report Phase Modification
IWA – 9 April 2020	IWA – 9 April 2020
Ofgem consider Urgency	-
Consultation - 15 Apr to 30 Apr (12WDs)	15 Apr to 30 Apr (12WDs) - Report Phase Consultation
5 May – Urgent Panel meeting to consider Draft Modification Report	14 May - Draft Modification Report
6 May - Final Modification Report	18 May - Final Modification Report
Ofgem decision	15 May to 5 Jun - Self-Governance Appeal Window
5WDs after Ofgem decision - Implementation Date	8 Jun - Implementation Date

* Assumes Ofgem grant urgency and determine Modification.

5 Likely Costs and Impacts

Costs

ELEXON will be required to implement the new legal text and update internal processes. The central implementation costs will be approximately £500, two ELEXON working days of effort.

Impacts

This is a document only change and will not impact BSC Systems.

Impact on BSC Parties and Party Agents

Party/Party Agent	Potential Impact
BSC Parties/ Party Applicants	This Modification will impact any Party or Party Applicant that is required to send or receive a notice that is not currently permitted via email. It may require Parties to change processes and documentation to recognise the new ability to send or receive these notices by email.

Impact on Transmission Company

Like Parties, this Modification will impact National Electricity Transmission System Operator (NETSO) as it is required to send or receive a notice that is not currently permitted via email.

Impact on BSCCo

Area of ELEXON	Potential Impact
Operational teams	ELEXON will be required to make the corresponding adjustments to its processes and LWIs.

Impact on BSC Settlement Risks

We do not envisage any impact on BSC Settlement Risks arising from this Modification

Impact on BSC Systems and processes

No impacts identified.

Impact on BSC Agent/service provider contractual arrangements

No impacts identified.

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Impact on Code	
Code Section	Potential Impact
BSC Section H 'General'	Delete the majority of Section H paragraph 9.2.5, which currently prohibits the sole use of email for certain specified notices. This will give the sender of these notices the choice whether to use email, post or fax, subject to any other express provision in any relevant BSCP.

Impact on Code Subsidiary Documents	
CSD	Potential Impact
BSCP38 'Authorisations'	These BSCPs mirror the BSC restriction on use of email for specific communications and will need to be updated to add email as an available medium within the process step tables. ELEXON is currently drafting the changes to these BSCPs for inclusion in the industry consultation.
BSCP11 'Trading Disputes'	
BSCP40 'Change Management'	
BSCP65 'Registration of Parties and Exit Procedures'	
BSCP301 'Clearing, Invoicing and Payment'	

Impact on other Configurable Items
No impacts identified

Impact on Core Industry Documents and other documents	
Document	Potential Impact
Ancillary Services Agreements	No impact on any other Core Industry Documents, or other documents identified.
Connection and Use of System Code	
Data Transfer Services Agreement	
Distribution Code	
Distribution Connection and Use of System Agreement	
Grid Code	
Master Registration Agreement	
Supplemental Agreements	

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Impact on Core Industry Documents and other documents

Document	Potential Impact
System Operator- Transmission Owner Code	
Transmission Licence	
Use of Interconnector Agreement	

Impact on a Significant Code Review (SCR) or other significant industry change projects

We do not believe there will be an impact on any open SCR or any other significant change projects. A SCR exemption request was sent to Ofgem on 7 April 2020.

Impact on Consumers

No impacts identified

Impact on the Environment

No impacts identified

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6 Recommendations

We invite the Panel to:

- **RAISE** the Modification Proposal in Attachment A in accordance with F2.1.1(d)(i);
- **AGREE** that this Modification should progress directly to the Report Phase;
- **AGREE** that this Modification:
 - **DOES** better facilitate Applicable BSC Objective **(d)**;
- **AGREE** an initial recommendation that this Modification should be **approved**;
- **AGREE** an initial Implementation Date of:
 - 8 June 2020 as a Standalone BSC Release;
- **AGREE** the draft legal text;
- **AGREE** an initial view that this Modification should be treated as a Self-Governance Modification; and
- **NOTE** that ELEXON will issue the draft Modification Report (including the draft BSC legal text) for a 12 Working Day consultation and will present the results to the Panel at its meeting on 14 May 2020.

Appendix 1: Section H9.2.5 references

The below table shows the paragraphs referenced in Section H9.2.5. Column 2 is a summary of the notice/communication description and column 3 contains the text from the code.

Section H9.2.5 references		
Paragraph	Description of communication	Code Provision
A2.2.3(b)	Parties' submission of Accession Agreement.	<i>'Upon receipt by BSCCo of an Accession Agreement duly executed by a Party Applicant, BSCCo shall promptly: [...] (b) send a certified copy of such Accession Agreement, duly executed by the Party Applicant and BSCCo, to the Party Applicant'</i>
A2.3.2(a)	NETSO execution of Accession Agreement.	<i>'If BSCCo fails to comply with paragraph 2.3.1 and the Authority directs the NETSO to admit the Party Applicant as a party to the Framework Agreement pursuant to the Transmission Licence: (a) subject to paragraph 2.2.5, the NETSO shall prepare an Accession Agreement to admit such Party Applicant and shall, on behalf of all Parties, execute and deliver such Accession Agreement, duly executed by the Party Applicant, and provide a copy to BSCCo (to enable it to comply with paragraphs 2.2.3(b) and (c));'</i>
A2.6.1(a)	BSCCo's notice of withdrawal to a Party that does not commence trading	<i>'Subject to the further provisions of this paragraph 2.6 and unless the Panel otherwise agrees, if, by the expiry of a period of 6 months (or any extended period under paragraph 2.6.2) after the effective date of accession of a Party to the Framework Agreement, none of the steps specified in paragraph 2.6.3 has been taken by or in relation to such Party, then: (a) BSCCo shall give notice to that effect to such Party;'</i>

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Paragraph	Description of communication	Code Provision
A5.1.1	Parties' submission of Withdrawal Notice to BSCCo.	<i>'Subject to paragraph 5.1.3, each Party (the "Withdrawing Party") shall be entitled to withdraw from the Code (and cease to be a party to the Framework Agreement) by giving notice in writing (a "Withdrawal Notice") to BSCCo.'</i>
A5.2.4	Panel's Expulsion Notice to a Party.	<i>'Where the Panel decides (and is entitled in accordance with this paragraph 5.2) to expel a Party, such expulsion shall take effect (and the Party shall cease to be a party to the Framework Agreement) at the time and on the date specified by the Panel in a notice (the "Expulsion Notice") to such Party provided that such date (the "Expulsion Date") shall not be earlier than 28 days after the date of such notice.'</i>
B2.5.1	Panel Chairman notices to Panel Secretary of appointment, of Panel Members.	<i>'Subject to the further provisions of this paragraph 2.5, the Panel Chairman shall appoint two persons as Panel Members, by giving notice of each such appointment to the Panel Secretary.'</i>
B2.5.2	Panel Chairman notices to Panel Secretary of appointment, reappointment or removal of Panel Members or Alternates.	<i>'A person shall not be appointed as Panel Member under paragraph 2.5.1 unless he satisfies the requirements as to independence in paragraph 2.5.3, and shall be removed from such office (by notice given by the Panel Secretary) if at any time the Panel Chairman determines (after consultation with other Panel Members) that he has ceased to satisfy those requirements.'</i>

Paragraph	Description of communication	Code Provision
B2.6.1	Panel Chairman notices to Panel Secretary of appointment of Panel Members.	<p><i>'1. If, at any time at which no person is appointed as Panel Member pursuant to this paragraph 2.6, in the opinion of the Panel Chairman:</i></p> <p><i>1. (a) there is any class or category (by type of Plant or Apparatus or otherwise) of person generating or supplying electricity in Great Britain and/or Offshore, whose members (as such a class or category):</i></p> <p><i>(i) are exempt from the requirement to hold a Licence; and</i></p> <p><i>(ii) have interests in respect of the Code; and</i></p> <p><i>(b) those interests:</i></p> <p><i>(i) are not reflected in the composition of Panel Members for the time being appointed, but</i></p> <p><i>(ii) would be so reflected if a particular person were appointed as an additional Panel Member</i></p> <p><i>then the Panel Chairman may appoint that person as a Panel Member by giving notice of such appointment to the Panel Secretary.'</i></p>
B2.6.2	Panel Chairman notices to Panel Secretary of appointment of Panel Members.	<p><i>'If at any time:</i></p> <p><i>(a) the Panel Chairman has decided not to appoint an additional Panel Member pursuant to paragraph 2.6.1, but</i></p> <p><i>b) in his opinion, there are Trading Parties of a particular class and/or participation capacity, whose interests are not reflected in the composition of Panel Members for the time being appointed, but would be so reflected if a particular person were appointed as an additional Panel Member</i></p> <p><i>then the Panel Chairman may appoint that person as a Panel Member by giving notice of such appointment to the Panel Secretary.'</i></p>

Section H9.2.5
references

Paragraph	Description of communication	Code Provision
B2.8.2	Communications between Panel Members and BSCCo: acceptance letters, and documents relating to contracts.	<i>'A person shall not be appointed as a Panel Member unless he shall have first:</i> <i>(a) confirmed in writing to BSCCo for the benefit of all Parties that he agrees to act as a Panel Member in accordance with the Code and acknowledges the requirements of paragraphs 2.8.1 and 2.8.3; and</i> <i>(b) where that person is employed, provided to the Panel Secretary a letter from his employer agreeing that he may act as Panel Member, and that the requirement in paragraph 2.8.1(b) shall prevail over his duties as an employee.'</i>
B2.8.3	Communications between Panel Members and BSCCo: disclosure of interests.	<i>'A Panel Member shall, at the time of appointment and upon any change in such interests, disclose (in writing) to the Panel Secretary any such interests (in relation to the Code) as are referred to in paragraph 2.8.1(b).'</i>
B2.8.4	Communications between Panel Members and BSCCo: change of employment and documents relating to contracts.	<i>'Upon a change in employment of a Panel Member, he shall so notify the Panel Secretary and shall endeavour to obtain from his new employer and provide to the Panel Secretary a letter in the terms required in paragraph 2.8.2(b); and he shall be removed from office if he does not do so within a period of 60 days after such change in employment.'</i>
B2.9.3	Communications between Panel Members and BSCCo: indemnity deeds.	<i>'BSCCo shall enter into and deliver to each Panel Member and, on request, each other indemnity beneficiary a deed of indemnity in the terms in paragraph 2.9.1.'</i>
B2.10.1	Panel Member/ Chairman notices to Panel Secretary of appointment of Panel Member alternates.	<i>'It is expected that Panel Members will make themselves available to conduct the business of the Panel; but where the Panel Chairman (on the application of the Panel Member) accepts that particular circumstances warrant such appointment, a Panel Member (other than the Panel Chairman) may, subject to paragraph 2.10.2, appoint a person (whether or not a Panel Member) to be his alternate, and may remove a person so appointed as alternate, by giving notice of such appointment or removal to the Panel Secretary.'</i>

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Section H9.2.5
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Paragraph	Description of communication	Code Provision
Annex B-2 1.2.1 (Paragraphs 2.3.1 and 2.3.2 have been deleted from the BSC)	BSCCo's notification of Panel election details and voting forms.	<i>'BSCCo shall not later than 1st July in the election year prepare and circulate to all Trading Parties, with a copy to the Authority, an invitation to nominate candidates and a timetable for the election, setting out: (a) the date by which nominations of candidates are to be received, which shall not be less than 3 weeks after the timetable is circulated and shall be after the date of the Annual BSC Meeting; (b) the date by which BSCCo will circulate a list of candidates and voting papers; (c) the date by which voting papers are to be submitted, which shall not be less than 3 weeks after the date for circulating voting papers; (d) the date by which the results of the election will be made known, which shall not be later than 15th September in the election year.'</i>
D1.4.5(a)	Party notification to Panel that it considers its Trading Dispute to justify adjustments in respect of the Volume Allocation data used in determining Funding Shares.	<i>'If: (a) at the time at which a Trading Party first raised a Trading Dispute in accordance with Section W, such Party notified the Panel that the Party wishes this paragraph 1.4.5 to apply; and'</i>
D6.1.1	Notification of bank account details between BSCCo and Parties.	<i>'Each Trading Party shall notify to BSCCo, and BSCCo shall notify to each Party, details of the banks and accounts to which any payments are to be made (to BSCCo or such Party) in respect of BSCCo Charges and Party Charges.'</i>
D6.1.2	BSCCos notification to Parties of bank account.	<i>'BSCCo shall establish and notify under paragraph 6.1.1 separate accounts in respect of BSCCo Charges and Party Charges.'</i>
D6.5.6	Party's notice to BSCCo before instituting any action or proceeding to enforce payments due to it.	<i>'A Trading Party shall give notice to the BSCCo before instituting any action or proceeding to enforce payments due to it under paragraph 6.5.3.'</i>

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Paragraph	Description of communication	Code Provision
D6.6.1	BSCCo's notice to each Trading Party of an emergency amount to be recovered from that Party in addition to its usual Main Funding Shares.	<p><i>If at any time BSCCo is or anticipates that it will be unable to pay any BSC Costs falling due for payment before BSCCo will receive (from Trading Parties pursuant to invoices issued under paragraph 4.5) funds sufficient to enable it to pay such BSC Costs:</i></p> <p><i>(a) BSCCo may, with the approval of the Panel, give notice by way of cash call to Trading Parties:</i></p> <p><i>(i) requiring them to pay in their Main Funding Shares for the month in which such notice is given such amount as BSCCo requires so as to be sufficiently funded; and</i></p> <p><i>(ii) specifying the date (as approved by the Panel) for payment of such cash call, which shall not be less than 3 Business Days after the date of such notice;</i></p> <p><i>(b) each Trading Party shall pay the amount so notified as payable by it, not later than the date specified for payment;</i></p> <p><i>(c) amounts so payable by Trading Parties will be BSCCo Charges, treated as accruing due when so notified, and will be taken into account in determining the amounts subsequently payable as BSCCo Charges in the relevant BSC Year (by being taken into account in the invoicing of such charges pursuant to paragraph 4.3.1);</i></p> <p><i>(d) BSCCo shall promptly after making such cash call provide to all Trading Parties an explanation of the circumstances which required it to be made, and (without prejudice to Section C6.5) a statement of whether the BSC Costs in question represent expenditure in excess of the amount in the Annual Budget</i></p>
F1.1.2	NETSO's notice to Modification Secretary/BSCCo to modify the Code in respect of a Modification Proposal.	<p><i>'Upon service by the NETSO to the Modification Secretary of a notice of modification signed by the NETSO in accordance with a direction of the Authority issued pursuant to the Transmission Licence.'</i></p>

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Paragraph	Description of communication	Code Provision
F1.1.4	NETSO's notice to Modification Secretary/BSCCo not to modify the Code in respect of a Modification Proposal.	<i>'If the NETSO is notified by the Authority that the Authority does not intend to direct the NETSO to make a modification following submission of a Modification Report pursuant to paragraph 2.7.6, the NETSO shall notify the Modification Secretary and the Modification Secretary shall notify each of the persons referred to in paragraph 1.1.2(b) accordingly.'</i>
F1.7.2	NETSO's notification to BSCCo that the Authority has directed it to assume responsibility for the BSC Modification Procedures.	<i>'The NETSO shall notify the Modification Secretary as soon as possible after receipt of any direction referred to in paragraph 1.7.1 and the Modification Secretary shall copy such direction forthwith to: (a) each Party; (b) each Panel Member; (c) the Authority; (d) each BSC Agent; and (e) where the Modification Proposal or Approved Modification affects a Core Industry Document and/or the System Operator-Transmission Owner Code, the relevant Core Industry document Owner and/or the STC Committee respectively.'</i>
F2.1.6	Notification from BSCCo to a Party that the Panel has refused to accept submission of a Modification Proposal.	<i>'The Modification Secretary shall notify the Proposer if the Panel refuses to accept the submission of a proposal pursuant to paragraph 2.1.4.'</i>
F2.4.6(b)	Workgroup member's release letter from their employer to BSCCo.	<i>'Prior to establishing the composition of a Workgroup: (b) with the exception of a member appointed pursuant to paragraph 2.4.5(a), where the proposed member is employed, he shall provide to the Modification Secretary a letter from his employer agreeing that he may act as a member of a Workgroup, and that the requirements of paragraph 2.4.9 shall prevail over his duties as an employee.'</i>

Section H9.2.5
references

Paragraph	Description of communication	Code Provision
F6.3.3	Notification from NETSO to BSCCo to Modify the Code in respect of a Self-Governance Modification Proposal.	<i>'Subject always to paragraph 6.4, following receipt of a Self-Governance Modification Report pursuant to paragraph 6.3.2(a), the NETSO shall serve a notice of modification on the Modification Secretary signed by the NETSO in accordance with the determination of the Panel set out in the relevant Self-Governance Modification Report and furthermore: (a) the Code shall (if applicable) be modified in accordance with the terms of such notice; and (b) the Modification Secretary shall send a copy of such notice to all the persons listed in paragraph 1.1.2(b).'</i>
F6.4.1	Notice from Party to Authority and the Panel of Self-Governance Modification appeals.	<i>'The Panel's determination in relation to a Proposed Self-Governance Modification or any associated Alternative Self-Governance Modification shall be implemented in accordance with paragraph 6.3.3 unless an appeal is notified by any of the persons listed in paragraph 2.1.10(a) to the Authority and the Panel in accordance with paragraphs 6.4.2 and 6.4.10 no later than 15 Business Days after the relevant Panel determination was notified to Parties pursuant to paragraph 6.3.1.'</i>

H3.1.1(a)(ii) H3.1.1(b)(ii) H3.1.1(d)(iii) H3.1.1(d)(iv)(2) H3.1.1(e)(iii) H3.1.1(f)(ii)	Default notices from BSCCo to Parties.	<p>3.1.1</p> <p><i>For the purposes of this paragraph 3, there shall have occurred a "Default" in relation to a Party (the "Defaulting Party") in any of the following events or circumstances:</i></p> <p><i>(a) where, in respect of the Defaulting Party's liability for amounts in respect of Trading Charges and in relation to any amount which has become due for payment by the Defaulting Party under the Code in respect thereof:</i></p> <p><i>[...]</i></p> <p><i>(ii) on or after the due date for payment BSCCo has given notice to the Defaulting Party requiring payment of such amount; and</i></p> <p>3.1.1(b)(ii)</p> <p><i>where, in respect of the Defaulting Party's liability for any sums under the Code other than Trading Charges and in relation to any amount which has become due for payment by the Defaulting Party under the Code in respect thereof:</i></p> <p><i>(i) the Defaulting Party has not paid the amount in full on the due date for payment; and</i></p> <p><i>(ii) on or after the due date for payment BSCCo has given notice to the Defaulting Party requiring payment of such amount; and</i></p> <p>3.1.1(d)(iii)</p> <p><i>d) where:</i></p> <p><i>(i) the Defaulting Party is in breach of any material provision of the Code (other than a provision which is the subject of paragraphs (a), (b) or (c) above); and</i></p> <p><i>(ii) the breach is capable of remedy by the Defaulting Party; and</i></p> <p><i>(iii) BSCCo has given notice (making reference to this paragraph 3) of such breach to the Defaulting Party; and</i></p> <p>3.1.1(d)(iv)(2)</p> <p><i>(iv) within 14 days (or such longer period as the Panel may approve) after BSCCo's notice under paragraph (iii), the Defaulting Party does not either:</i></p> <p><i>(1) remedy the breach in all material respects, where the breach is capable of remedy within such period; or</i></p> <p><i>(2) where the breach is not so capable of</i></p>
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Paragraph	Description of communication	Code Provision
		<p><i>remedy, provide to BSCCo a programme (setting out the steps to be taken by the Defaulting Party and the timetable for taking such steps) for the remedy as soon as reasonably practicable of the breach; and</i></p> <p><i>3.1.1(e)(iii)</i> <i>(i) the Defaulting Party is in breach of any material provision of the Code (other than a provision which is the subject of paragraphs (a), (b) or (c) above); and</i> <i>(ii) the breach is not capable of remedy; and</i> <i>(iii) BSCCo has given notice (making reference to this paragraph 3) of the breach to the Defaulting Party; and</i></p> <p><i>3.1.1(f)(ii)</i> <i>(i) the Defaulting Party is in persistent breach of any provision of the Code (other than a provision which is the subject of paragraphs (a), (b) or (c) above) during a period of 6 months; and</i> <i>(ii) after such 6-month period has elapsed, BSCCo has given notice (making reference to this paragraph 3) of the persistent breach to the Defaulting Party; and'</i></p>
H3.1.3(a)	Notice from Party to BSCCo that it cannot comply with Code provisions due to actions of a BSC Agent/ BSCCo	<p><i>3.1.3</i> <i>without prejudice to a Party's obligation to make any payments under the Code (including under Section D, Section N and Annex S-1) in accordance with the requirements of and at the times and in the manner specified in the Code, a Party shall not be in breach of any other provision of the Code to the extent that and for so long as it is not possible for that Party to comply with that provision as a result of Section G4 applying or by reason of a failure of a BSC Agent and/or BSCCo to perform any obligation under the Code provided that the Party shall:</i></p> <p><i>(a) promptly notify BSCCo in writing of such impossibility and the reasons why it is not possible for such Party to comply with the relevant provision of the Code; and</i></p>

Section H9.2.5
references

Paragraph	Description of communication	Code Provision
H7.1.5	Party notice to BSCCo that it has referred a dispute between Parties to arbitration.	<i>Each Party shall give notice to BSCCo promptly upon referring any dispute or difference to arbitration pursuant to paragraph 7.1.1.</i>
W3.5.1	Party referrals of Trading Disputes to the Panel.	<p><i>Subject to paragraphs 3.5.2 and 3.5.3 where:</i></p> <p><i>(a) a Party disagrees with the determination of the Trading Disputes Committee pursuant to paragraph 3.4.3; or (b) the Trading Disputes Committee has sought but failed to reach a majority decision in respect of a Trading Dispute; or (c) a Party disagrees with the determination of the Trading Disputes Committee pursuant to paragraph 4.1.1,</i></p> <p><i>the Party or (as the case may be) the Trading Disputes Committee may (and in a case where the TDC Terms of Reference so require, the Trading Disputes Committee shall) refer the matter to the Panel for determination.</i></p>
W3.6.1	Party referrals of Trading Disputes to arbitration.	<p><i>Subject to paragraph 3.6.2, a Party may refer a matter that is the subject of a Trading Dispute to arbitration in accordance with the provisions of Section H7:</i></p> <p><i>(a) where it disagrees with a decision of the Panel made under paragraph 3.5;</i></p> <p><i>(b) after a decision has been made under paragraph 3.5.3 that the Trading Dispute should not be referred to the Panel.</i></p>

Appendix 2: Glossary & References

Acronyms

Acronyms used in this document are listed in the table below.

Acronym	
Acronym	Definition
BSCP	BSC Procedure
COVID-19	Coronavirus disease 2019
EBGL	Electricity Balancing Guideline
SCR	Significant Code Review

External links

A summary of all hyperlinks used in this document are listed in the table below.

All external documents and URL links listed are correct as of the date of this document.

External Links		
Page(s)	Description	URL
	ELEXON webpage for BSC Section H 'General'.	https://www.elexon.co.uk/the-bsc/bsc-section-h-general/
4	Royal Mail webpage outlining changes to their services	https://www.royalmail.com/d8/coronavirus-changes-service
4	Summary of UK Government coronavirus bill impacts	https://www.gov.uk/government/publications/coronavirus-bill-summary-of-impacts/coronavirus-bill-summary-of-impacts
4	ELEXON webpage to P159 'Extending the scope of e-mail communications under the Code'	https://www.elexon.co.uk/mod-proposal/p159-extending-the-scope-of-e-mail-communications-under-the-code/
5	ELEXON webpage to BSCP38 'Authorisations'	https://www.elexon.co.uk/csd/bscp38-authorisations/