

ELEXON

SECTION H: GENERAL

Simple Guide

Public

Contents

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Introduction

[Section H](#) sets out:

- a) arrangements for the initial establishment of Code Subsidiary Documents;
- b) the relationship of the BSC with other documents;
- c) arrangements that applied to the commencement of trading under the BSC;
- d) arrangements covering Default under the BSC;
- e) the ownership, use and disclosure of data;
- f) audit provisions in the BSC;
- g) the limitation of liability of Parties under the BSC;
- h) arrangements for the resolution of disputes;
- i) the legal and contractual relationship between Parties;
- j) arrangements for granting derogations to the BSC, the 'BSC Sandbox'.

Structure, Code Subsidiary Documents, Access to the BSC, Precedence, Relationship with Other Documents

The BSC is made up of each of the Sections and any Annex attached to a Section. Code Subsidiary Documents, which also have binding effect for the purposes of the BSC, are BSC Procedures (BSCPs), Codes of Practice, BSC Service Descriptions, Party Service Line 100, Data Catalogues, Communication Requirements Documents¹, the Reporting Catalogue and the LFM Specification.

Parties and BSC Agents must, and Parties must ensure that their Party Agents, comply with each of the Code Subsidiary Documents to the extent that they are applicable to them (this rule does not apply to the BSC Service Descriptions, however this is without prejudice to the BSC Agents' obligations which are specified in BSC Agent Contracts). Any breach of a Code Subsidiary Document is treated as a breach of the BSC.

The initial Code Subsidiary Documents that existed when the BSC became effective on 14 August 2000 were those listed in an Annex to the Implementation Scheme. [Section F](#) sets out the procedures for the creation of new, or modification of existing, Code Subsidiary Documents. Elexon maintains an up-to-date list of Code Subsidiary Documents and publishes them on the [BSC Website](#).

If there is a conflict between the BSC, the Code Administration Code of Practice Principles and/or the provisions of a Code Subsidiary Document or any other document established under the BSC, the provisions of the BSC shall take precedence. If there is a conflict between one type of Code Subsidiary Document and another, the Codes of Practice take precedence over other types of Code Subsidiary Document. For conflicts between other Code Subsidiary Documents, the Panel will decide which provision is to take precedence.

If there is a conflict between the provisions of the Retail Energy Code (REC) and the provisions of the BSC, no Party shall be liable under the BSC or REC as a result of complying with its obligations under either document provided that each Party shall take such steps within its power as may be necessary to resolve such conflict as soon as possible. To the extent that it is not practical or desirable for Parties to comply with differing and conflicting obligations between the REC and the BSC, the Panel and the REC Code Manager, with the Authority's approval, can determine which provisions are to prevail until the conflict is removed.

¹ Currently there is only one.

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If there is a conflict between a provision of the Grid Code and the provisions of the BSC, Parties will not be liable under the BSC or the Grid Code as a result of complying with its obligations under one of the documents, provided that each Party takes whatever steps it can to resolve the conflict as soon as possible. To the extent that it is not practical or desirable for Parties to comply with differing and conflicting obligations between the Grid Code and the BSC, the Panel and the NETSO, with the Authority's approval, can determine which provisions are to prevail until the conflict is removed.

Commencement and Term

The BSC came into effect on the Code Effective Date, 14 August 2000; however, BSC arrangements did not start until the Go-live Date (00:00 hours on 27 March 2001). The BSC has no fixed term.

On acceding to the Framework Agreement, Parties must also exceed to the Scheme Framework Agreement, which binds them to the Implementation Scheme. The Implementation Scheme varies or suspends certain parts of the BSC² and Code Subsidiary Documents. If there is a conflict between any provision of the BSC and the Implementation Scheme, the Implementation Scheme takes precedence. The Secretary of State may notify a date to the Panel, after which the obligation on Parties to enter into the Scheme Framework Agreement ceases.

Default

A Party is considered to be in Default under any of the following circumstances:

- a) the Defaulting Party has not paid Trading Charges when they are due, Elexon has given notice requiring payment and the Trading Charges remain unpaid by the 3rd Business Day following the date of the notice issued by Elexon;
- b) On three occasions within a 30 calendar day period, the Defaulting Party has not paid Trading Charges when they are due, Elexon has given notice requiring payment and the Trading Charges remain unpaid by 09:00 on the 2nd Business Day following the date of the notice issued by Elexon;
- c) the Defaulting Party has not paid any other amount (i.e. other than Trading Charges) that has become due, Elexon has given notice requiring payment and the amounts remain unpaid by the 5th Business Day following the date of the notice issued by Elexon;
- d) On three or more occasions during a period of 12 months, the Defaulting Party has paid the amount due (i.e. other than Trading Charges), after Elexon has given notice requiring payment and the amounts were paid prior to the 5th Business Day following the date of the notice issued by Elexon;
- e) a Trading Party has been in Level 1 Credit Default for 90 continuous days or for an intermittent period of 120 days out of 180, or a Trading Party has been in Level 2 Credit Default for 60 continuous days or for an intermittent period of 75 days out of 120;
- f) a Trading Party is in Level 2 Credit Default and exceeds 100% Credit Cover Percentage and fails to reduce it below 90% within two Working Days;
- g) a Trading Party has an authorised Level 1 or Level 2 Credit Default three times in a rolling period of six months;
- h) the Defaulting Party is in breach of a material provision of the BSC (other than (a) to (c) above) and the breach is capable of remedy, Elexon has given notice of the breach to the Defaulting Party and within 14 days (or a longer period if approved by the Panel) of Elexon's notice the Defaulting Party has not either remedied the breach in all material respects or where the breach is not capable of remedy in all material respects within the 14 day period, provided a programme to Elexon for the remedy as soon as possible (or where a programme has been provided, it has not been followed);

² Generally speaking, a number of trading related provisions and the modification provisions were suspended between the 14th August 2000 and 27th March 2001.

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- i) the Defaulting Party is in breach of a material provision of the BSC (other than (a) to (c) above) and the breach is not capable of remedy, Elexon has given notice of the breach to the Defaulting Party and the breach is repeated, or another material provision is breached (other than (a) to (c) above), by the Defaulting Party within 12 months following Elexon's notice;
- j) the Defaulting Party has persistently breached a material provision of the BSC (other than (a) to (c) above) during a 6 month period and after the expiry of the 6 month period, Elexon has given notice of the persistent breach to the Defaulting Party and the persistent breach continues for a further period of greater than 3 months;
- k) the Defaulting Party suspends payment of its debts or admits an inability to pay them;
- l) the Defaulting Party is unable to pay its debts (subject to certain caveats, as per the meaning in the Insolvency Act 1986, and the sums involved) or any voluntary arrangement is proposed or it enters any composition or scheme of arrangement (other than for the purpose of a solvent reconstruction or amalgamation);
- m) a receiver is appointed in respect of the Defaulting Party for the whole or a material part of its assets;
- n) the Defaulting Party has an administration or winding-up order made in relation to it;
- o) the Defaulting Party passes any resolution for winding-up (other than for the purpose of a solvent reconstruction or amalgamation);
- p) a petition is presented or legal proceedings begin for making an administration order in relation to the Defaulting Party or the winding-up or dissolution of it;
- q) the Defaulting Party ceases carrying on all of its business and/or publicly announces that it has ceased carrying on all of its business.

A Party is not considered in breach of the BSC to the extent that it cannot comply with its obligations due to a failure on the part of a BSC Agent or Elexon, provided that the Party promptly notifies Elexon of the hindrance and discusses with Elexon whether there is an alternative means of complying with the relevant provision.

The Panel may do one or more of the following whilst a Default persists:

- a) notify each other Party of the Default;
- b) suspend one or more of the following rights and take one or more of the following steps in respect of the Defaulting Party:
 - I. in relation to Energy Contract Volume Notifications or relevant Energy Contract Volume Notifications (as that term is defined in the BSC) as appropriate, the right to submit them and/or the disapplication of notifications that were submitted prior to the Panel notifying the Defaulting Party of such disapplication (other than ones for which the Submission Deadline has already occurred);
 - II. in relation to Metered Volume Reallocation Notifications or relevant Metered Volume Reallocation Notifications (as that term is defined in the BSC) as appropriate, the right to submit them and/or the disapplication of notifications that were submitted prior to the Panel notifying the Defaulting Party of such disapplication (other than those for which the Submission Deadline has already occurred);
 - III. where the Defaulting Party is an Interconnector User, the right to be allocated BM Unit Metered Volumes in respect of its Interconnector BM Units;
 - IV. following consultation with the NETSO, the right to submit Bid-Offer Pairs or Replacement Reserve Bid Data;
 - V. with the approval of the Authority, the right to register further Metering Systems and BM Units;
 - VI. the right to receive information under [Section V](#);

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VII. the right to vote for the purpose of electing an Industry Panel Member.

- c) in the case of Default by an Interconnector Error Administrator (IEA) in respect of payment of Trading Charges, remove the registration of the IEA and require the Interconnected System Operator (with the prior approval of the Authority or the Secretary of State, as appropriate) to assume the future responsibilities of the IEA;
- d) with the prior approval of the Authority, require the Defaulting Party and the NETSO or the Distribution System Operator, as appropriate, to de-energise the Plant or Apparatus in one or more of the BM Units (other than Interconnector BM Units) for which the Defaulting Party is the Lead Party;
- e) expel the Party from the BSC (in accordance with the provisions set out in [Section A](#));
- f) notify the Funds Administration Agent (FAA) on behalf of Elexon Clear to treat the Party as a Defaulting Party under [Section N](#).

In relation to any instruction to de-energise Plant or Apparatus, the NETSO or the Distribution System Operator must use reasonable endeavours to comply with the instruction as quickly as practicable and the Defaulting Party (or failing which, each Trading Party in proportion to its Annual Funding Share) indemnifies the NETSO and/or the Distribution System Operator as appropriate, against any liability, loss or damage incurred as a result of the de-energisation.

The provisions in [Section H](#) on Default and Defaulting Parties do not apply to Elexon or Elexon Clear.

Confidentiality and Other Intellectual Property Rights

Each Restricted Party (i.e. each Party other than the NETSO) must preserve the confidentiality of Confidential Information and must adopt procedures within their organisation for preserving such confidentiality. However, a Restricted Party can Disclose or use Confidential Information if any of the following apply:

- a) a Nominated Agreement requires or permits the Party to Disclose or use Confidential Information;
- b) the Restricted Party believes, on reasonable grounds, that the arrangements under the BSC require or permit it to Disclose or to use Confidential Information;
- c) the person to whom the Confidential Information relates gives prior written consent to the Disclosure or use;
- d) the Confidential Information is in the public domain;
- e) the Confidential Information is acquired by the Restricted Party in circumstances where the provisions under [Section H](#) do not apply and ceases to be the subject of restrictions or enters the public domain;
- f) the Restricted Party is required or permitted to Disclose or use the Confidential Information due to a Relevant Instrument (e.g. Data Protection Legislation, any Licence, the Capacity Market Rules etc.), due to compliance with a Legal Requirement, in response to a requirement of a stock exchange or regulatory authority or the Panel on Take-overs and Mergers, or pursuant to a judicial or arbitration process;
- g) the Restricted Party discloses Confidential Information to its Affiliates or Related Undertakings or its employees, directors, agents and/or consultants, or where the Restricted Party is a Supplier, to a relevant Exempt Supplier;
- h) the Restricted Party discloses Confidential Information to the Authority.

Confidential Information does not stop being regarded as Confidential Information as a result of its Disclosure or use. Each Restricted Party must adopt procedures within its organisation for preserving the confidentiality of Confidential Information. In addition, Restricted Parties must ensure that their Affiliates and/or Related Undertakings and/or consultants preserve the restrictions on disclosure of Confidential Information.

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Elexon and Elexon Clear are entitled to use Confidential Information in order to discharge their duties under the BSC and Code Subsidiary Documents. However if an employee of Elexon or Elexon Clear notifies their employer that they intend to become an employee of a company holding a Licence or an Exemption, an electricity broker, or someone who is known to be retained as a consultant by either of the preceding categories of employer, then Elexon and Elexon Clear must not continue to divulge Confidential Information to that employee.

The NETSO must ensure that Protected Information is not:

- a) divulged by any Business Personnel to another person unless they are the Authorised Recipient;
- b) used by Business Personnel to obtain for the NETSO or any of its affiliates any Licence, any right to purchase, acquire or distribute electricity, (other than provided for in the Transmission Licence) any supply contract for Customers or Suppliers, any contract for the use of electrical lines or plant under the control of a Supplier, or control of any corporate body which has the benefit of any Licence, contract or arrangement;
- c) used by Business Personnel for anything other than Permitted Activities;

unless, broadly speaking, the NETSO first gets the prior written consent of the Party to whom the information relates. These restrictions do not apply to: Protected Information that is in the public domain; information that is acquired in other circumstances where the restrictions under Section H do not apply and then ceases to be the subject of restrictions or enters the public domain; information that is disclosed because the NETSO or any Affiliate is required or permitted to do so for reasons of compliance with the Act or any other Legal Requirement (including EMR Legal Requirements), compliance with the Transmission Licence, in response to a stock exchange or regulatory authority or the Panel on Take-overs and Mergers requirement; or pursuant to any judicial or arbitration process; or to the extent that the NETSO or its Affiliates is explicitly permitted to disclose the information under the terms of an agreement (e.g. the Grid Code) with the Party to whom such information relates.

The NETSO is able to use information supplied to it under the BSC to the extent necessary to perform its Permitted Activities, being the operation and planning of the transmission system, the calculation of charges and offer of terms for connection to and/or use of the Transmission System and Transmission Services Activity, and the provision of information under the British Grid Systems Agreement and EdF documents. The NETSO is subject to similar obligations as Elexon and Elexon Clear in relation to divulging information to any employee that has given notice of a change in employment to certain categories of employer.

Confidentiality provisions³ continue to apply to a Party for three years after the date that it ceases to be a Party.

Elexon shall and may pass to the REC Code Manager any data and information required under the REC Switching Data Management Schedule, as well as any relevant information and data reasonably required under the REC performance assurance framework.

Provisions also exist in [Section H](#) covering data ownership. Broadly speaking, Parties grant a non-exclusive licence to each relevant person⁴ to use Party data (and sub-license the use of such data as necessary) provided by or on behalf of that Party for the purposes of the BSC. Each Party other than Elexon and Elexon Clear warrants to Elexon that the provision of data to any relevant person, the use of that data and the publication of data does not (as far as it is aware) infringe any other person's Intellectual Property Rights or breach any confidentiality obligations or a duty to another person, and each Party indemnifies Elexon accordingly.

If there are any Intellectual Property Rights created, produced or acquired in BSC data, the Intellectual Property Rights will be the property of and be vested in Elexon. The Intellectual Property Rights in BSCCo Materials in Great Britain and in relation to Offshore are owned by Elexon.

Each Party must comply with the Data Protection Legislation in relation to its activities under the BSC.

³ The main provisions of the BSC have been summarised in relation to Confidential Information, however more specific provisions appear in [Section H](#).

⁴ A relevant person is the Panel, any Panel Committee, any Workgroup, Elexon, Elexon Clear, any other Elexon Subsidiary, any BSC Agent and any Supplier Meter Registration Agent (SMRA).

Audit

The BSC Auditor undertakes an operational audit for each BSC Year and any other ad hoc operational audits that the Panel requests. The Panel can at any time request an ad hoc operation audit, test, review or check.

The BSC Audit is undertaken on behalf of Parties and its objective is to provide assurance (to a level that the Panel considers appropriate) that the provisions of the BSC and Code Subsidiary Documents in relation to Settlement and the calculation of Funding Shares have been complied with in the Audit Year.

The scope of the BSC Audit includes:

- a) the submission and application of standing and periodic data used for Settlement;
- b) the processes applied to the data referred to in (a);
- c) the determinations and calculations made by Market Index Data Providers in the provision of Market Index Data (but only the extent provided for in the Market index Data Provider Contract);
- d) the determinations and calculations made by BSC Agents for the purposes of Settlement;
- e) the systems, processes and procedures used by BSC Agents and Elexon for the purposes of (a) to (c),

provided that from the Performance Assurance Effective Date (November 2008) the Panel may determine a different scope for the BSC Audit with respect to Supplier Volume Allocation.

The scope of the BSC Audit does not extend to the registration of Metering Systems under the REC or Elexon's application of the compensation provisions under [Section M](#).

The Panel sets the terms of reference for the BSC Audit. The terms of reference include a materiality threshold, the form and frequency of audit reports and any specific matters that the Panel wants to be addressed. In determining the terms of reference, the Panel must consider:

- a) the extent to which other aspects of the performance assurance regime provide Parties with assurance on the matters covered in the BSC Audit;
- b) the extent to which it is more cost-effective to verify such matters centrally;
- c) the extent to which those matters are capable of independent verification by Parties separately.

Elexon is required to copy the terms of reference to Parties, the Authority and BSC Agents.

The BSC Auditor's contract must require that the BSC Auditor:

- a) discloses to the Panel any assignments with any party, Market Index Data Provider, or BSC Agent for carrying out financial audits;
- b) permits the external auditor of each Trading Party to liaise with the BSC Auditor, including providing access to working papers;
- c) immediately reports any material concerns;
- d) signs a confidentiality undertaking in favour of each BSC Agent, each Market Index Data Provider and Elexon on behalf of each Party;
- e) subject to Panel consent, signs a confidentiality undertaking in favour of any other person that might request it in connection with the BSC Audit.

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The BSC Audit results are reported by the delivery of an opinion at the time set out in the BSC Auditor's terms of reference. The BSC Auditor only reports on matters above a materiality threshold set by the Panel. The BSC Audit Report is delivered to the Panel and, on the request of the Panel, send a copy to the Performance Assurance Board, each Trading Party, the NETSO and the Authority. The BSC Auditor produces a version of the BSC Audit Report that can be published and BSCCo places it on the [BSC Website](#).

Parties and BSC Agents are required to provide the BSC Auditor with specified rights of access for the purposes of undertaking the BSC Audit.

Elexon instructs the relevant BSC Agent and/or Market Index Data Provider (as applicable) to take any corrective action required as a result of the BSC Audit Report, if the Panel requests that Elexon do so.

An auditor appointed by the NETSO (the "BM Auditor") undertakes an audit of the NETSO's compilation and submission of Final Physical Notification Data, Bid-Offer Data, Acceptance Data and the submission of other data by the NETSO in accordance with [Section Q](#). The audits carried out by the BM Auditor form part of the BSC Audit and are subject to the same overriding objective. The NETSO develops the terms of reference for the BM Auditor in consultation with the Panel. After delivery of an audit report by the BM Auditor, the NETSO must propose to the Panel any corrective action which is necessary as a consequence of that audit report and the NETSO must take any corrective action agreed by the Panel.

The BSC Auditor and the BM Auditor can be the same person.

Liability and Related Issues

Unless stated otherwise in the BSC, the obligations of each Party under the BSC are separate and individual: a Party is not responsible for the obligations or liabilities of any other Party. The failure of any Party to carry out its obligations under the BSC does not relieve another Party of its obligations under the BSC (unless the Party is unable to meet its obligations due to the failure of a BSC Agent or Elexon).

For those obligations of a Party under the BSC which are separate and individual, each Party indemnifies each other Party against being held liable due to any performance or non-performance of all or any obligation of that Party.

Where the BSC provides for Trading Parties jointly and individually to give an indemnity or incur any other liability, unless explicitly stated otherwise, Trading Parties are liable individually in their Annual Funding Shares for the month in which the request for indemnification was made.

The rights and obligations of Parties under the BSC are subject to the provisions in [Section E](#) and [Section H](#).

Parties are not liable for loss arising from any breach of the BSC other than for the, reasonably foreseeable, direct costs resulting from the breach in respect of physical damage to the property of any other Party and/or the liability of any other Party to any person for loss in respect of physical damage to the property.

Parties are not liable in relation to any breach of the BSC to any other Party for any loss of profit, revenue, use, contract, goodwill or increased cost of working or any indirect or consequential loss, other than that outlined in the preceding paragraph and other than the liability of any Party for death or personal injury resulting from negligence.

Rights and remedies of Parties under the BSC are exclusive and not cumulative and are in place of all substantive rights and remedies under common law or statute in relation to the subject matter of the BSC. This is without prejudice to a Party's right to equitable remedies and/or interim relief that may be available to the Party. However, this does not constitute a waiver by any Party of any right or remedy it may have in respect of a breach by any other Party of a Legal Requirement.

Dispute Resolution

Unless explicitly stated in the BSC or unless there is a contrary provision in the Act, any Licence, or any EMR Legal Requirement, any dispute arising under the BSC can be referred to the Electricity Arbitration Association. This does not apply, however, to any dispute with the Panel, any Panel Committee or any Workgroup. English law applies to the resolution of such disputes and in particular, the provisions of the Arbitration Act 1996 apply to any arbitration of the dispute.

Where a dispute is referred to arbitration, the Panel can instruct Elexon to participate in any arbitration proceedings for the purpose of representing the interests of any Party which is not participating in the proceedings.

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A Party must notify Elexon promptly if it refers a dispute or difference to arbitration. The decision of the arbitrator is final and binding on all Parties but the arbitrator does not have the power to modify the BSC.

The annual overhead costs of the Electricity Arbitration Association are borne by Elexon and recovered from Parties (under the rules in [Section D](#)).

The arbitration provisions in [Section H](#) are subject to [Section W: Trading Disputes](#).

BSC Sandbox

Anyone (other than Elexon) may apply to the Authority for derogation from BSC obligations. Those applications may be passed on to Elexon for consideration. The Panel will decide the priority and timetable for processing these applications.

The applications will be evaluated once all required information has been provided, and the applicant has paid a fee. The fee will be cost reflective, set by the Panel and made public on Elexon's website.

When considering a BSC Sandbox Application, Elexon will evaluate the risks and impacts of the application, consult with the industry and prepare a report for the Panel.

The report for the Panel will include;

- a) a summary of consultation responses;
- b) which sections of the BSC should be derogated;
- c) how long the Applicant believes the derogation needs to last;
- d) how long Elexon believes the derogation needs to last;
- e) how long the Applicant believes they need to exit from the trial;
- f) how long Elexon believes the Applicant needs to exit from the trial;
- g) the risks and impacts of the application;
- h) the reasonable cost to Elexon of monitoring and administering the trial;
- i) the reports Elexon believes it needs to monitor the trial; and
- j) anything additionally required by the BSC Sandbox Procedure.

Following receipt and consideration of the report, the Panel will recommend whether the derogation should be granted or not, whether the derogation should be subject to any conditions and how long the derogation should be granted for.

The Panel will consider the BSC objectives and the eligibility criteria in the BSC Sandbox Procedure when making its recommendation. Elexon will provide the recommendation in a report to the Authority, and provide that report to Parties, the Panel and the applicant.

If the Authority can't make a decision based on the information in the report, it can request additional information. If the request is minor, Elexon can address it. Otherwise Elexon will draft a process for the Panel to approve, and then Elexon will follow that process. The Panel will then reconsider the updated report.

Applicants will need to comply with any provision of the BSC that is relevant to them and that hasn't been derogated. Additionally, applicants need to comply with any conditions of the derogation.

Parties cannot use the Sandbox application process to be derogated from Licence conditions, other industry Codes, legal requirements, EMR provisions or the Sandbox application process.

Elexon is indemnified from any claims for liabilities incurred by Parties in connection with how a derogated Party acts (or does not act).

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Derogated Parties must fully comply with the BSC from the moment their derogation expires. Parties which are not in receipt of a derogation must fully comply with their BSC obligations.

Derogations will last as long as the Authority determines, up to 2 years from the starting date of the derogation. The trial period can be extended from its original length (up to 2 years) in exceptional circumstances.

If a Modification related to the derogation is raised during the trial period, the derogation is extended until the Modification is implemented, or 3 years – whichever is sooner. If the Modification is withdrawn or rejected, this 'transition period' will end, subject to the time necessary for the applicant to revert to full compliance with the BSC.

Derogated Parties must report to Elexon on a regular basis, as specified when receiving the derogation. These reports will be provided to the Panel, the Authority and published on Elexon's website, subject to any confidential information being redacted.

Derogations can be removed from Parties by the Authority, following a recommendation from the Panel, if the derogation no longer meets the eligibility criteria, or if a Party becomes in breach of the derogation. Elexon will provide a report to the Panel outlining the rationale behind the breach, risks and impacts of the recommendation, views of the derogated Party and other matters required by the BSC Sandbox Procedure.

Elexon will prepare a lessons learned report for the Panel at least once per year, including the costs incurred in administering the Sandbox and other matters required by the BSC Sandbox Procedure. The report will be provided to the Authority and published on Elexon's website.

Open Data

Any Party and any person may submit a BSC Data Request, which will be processed by Elexon. The BMRS Change Board (BCB) will determine the outcome of the request. The full procedure for BSC Data Requests are set out in the [Process for Requesting BSC Data](#) Code Subsidiary Document.

BSC Data means data or information held by, or on behalf of, Elexon (including BSC Agents) and which is received, produced or sent by or on behalf of Parties under the BSC (including, for the avoidance of doubt, by BSC Agents and Party Agents) for the purposes of Settlement but excluding any data or information that the BSC explicitly identifies as confidential.

The issues that may prevent or limit disclosure of data include:

- a) The requested BSC Data includes personal data;
- b) The requested BSC Data is commercially sensitive;
- c) The publication of the requested BSC Data is prohibited by a legal requirement;
- d) If disclosed, the BSC data would have a negative impact on existing or future consumers;
- e) The disclosure of data creates security issues or exacerbates existing security issues.

When determining the outcome of a data request, the BCB must take into consideration the presumption that BSC Data should be openly available. The BCB should only refuse disclosure where issues identified through the BSC Data Request Procedure warrant overriding this presumption.

The requester of the BSC Data may appeal the outcome of a BSC Data Request by referring the matter to the Panel within 10 business days of the BCB's determination being published.

References to the Authority

In some parts of the BSC explicit provision is made for a matter to be referred to the Authority. The Authority can choose to decline to determine a matter referred to it, in which case the decision of the Panel, Panel Committee or Elexon (as appropriate) will be effective, but without prejudice to the rights of a Party to bring a claim in respect of the decision if permitted in law.

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If the Authority chooses to determine the matter in question, it may do so in whatever manner it considers fit and can undertake investigations and request information from Parties, Party Applicants, Party Agents, BSC Agents and Accredited Agents as it considers necessary for the purposes of determining the matter. However, a Party cannot be compelled to produce a document or information which it could not be compelled to produce in evidence in civil proceedings. The decision of the Authority is final and binding.

Elexon notifies Parties, as soon as possible, of any matter that is referred to the Authority, any decision of the Authority to decline to determine the matter, any instruction given by the Authority and any determination of the matter by the Authority.

General

A number of general "legal boilerplate" provisions are contained in [Section H](#).

These cover assignment of rights or obligations under the BSC or the Framework Agreement, methods of communication (post, fax and email) between Parties under the BSC/BSCPs and their deemed receipt rules, waiver, rights of third parties, language, severance of terms, entire agreement, arrangements to apply if the Euro is introduced, jurisdiction and governing law.

Need more information?

For more information please contact the **BSC Service Desk** at bscservicedesk@cgi.com or call **0370 010 6950**.

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