

## Balancing and Settlement Code

### Trading Disputes

BSCP11

Version 10.2~~Version 10.0~~

Date: ~~4 November 2010~~

**BSC PROCEDURE BSCP11****relating to****Trading Disputes**

1. Reference is made to the Balancing and Settlement Code and, in particular, to the definition of “BSC Procedure” in Section X, Annex X-1 thereof.
2. This is BSC Procedure 11 Version 10.2~~Version 10.0~~ relating to Trading Disputes.
3. This BSC Procedure is effective from ~~4 November 2010~~.
4. This BSC Procedure has been approved by the Panel.

DRAFT for EMR

**Intellectual Property Rights, Copyright and Disclaimer**

The copyright and other intellectual property rights in this document are vested in ELEXON or appear with the consent of the copyright owner. These materials are made available for you for the purposes of your participation in the electricity industry. If you have an interest in the electricity industry, you may view, download, copy, distribute, modify, transmit, publish, sell or create derivative works (in whatever format) from this document or in other cases use for personal academic or other non-commercial purposes. All copyright and other proprietary notices contained in the document must be retained on any copy you make.

All other rights of the copyright owner not expressly dealt with above are reserved.

No representation, warranty or guarantee is made that the information in this document is accurate or complete. While care is taken in the collection and provision of this information, ELEXON Limited shall not be liable for any errors, omissions, misstatements or mistakes in any information or damages resulting from the use of this information or action taken in reliance on it.

**AMENDMENT RECORD**

Version	Date	Description of Changes	Changes Included	Mods/ Panel/ Committee Refs
1.0	Code Effective Date	Go Active version	N/A	N/A
2.0	30/11/00	Work outstanding at Go Active, resolution of inconsistencies, inclusion of consultation comments	203	08/009
3.0	27/03/01	For Go Live	N/A	15/005
4.0	10/12/02	Modification P61	P61	44/004
5.0	04/11/03	November 03 Release	P82, P107	
6.0	03/11/04	CVA Programme November 04 Release	P131, CP1024, CP1032	71/005
7.0	BETTA Effective Date	BETTA 6.3 rebadging for the CVA Feb 05 Release	BETTA 6.3	
8.0	02/11/05	CVA Programme November 05 Release	P184, P185, CP1118, CP1119 and CP1120.	P18492/004 P18592/005 TDC78/002
9.0	26/06/08	June 08 Release	CP1176 (part)  CP1223	ISG68/02 SVG67/02  SVG84/02 ISG84/01 TDC109/01 PAB84/11
10.0	04/11/10	November 2010 Release	P256  P257  CP1337	Panel  Panel  TDC142/04
<u>10.1</u>		<u>June 2014 Release</u>	<u>EMR</u>	
<u>10.2</u>		<u>DECC Comments addressed</u>	<u>EMR</u>	

## CONTENTS

<b>1</b>	<b>Introduction</b>	<b>6</b>
1.1	Purpose and Scope of the Procedure	6
1.2	Main Users of Procedure and their Responsibilities	6
1.3	Data Retention Requirements for use in Settlement Runs and Extra-Settlement Determinations	7
1.4	Information required on a BSCP11/01 Trading Dispute Form	7
1.5	Balancing and Settlement Code Provision	8
1.6	Associated BSC Procedures	8
<b>2</b>	<b>Timeliness Criteria</b>	<b>8</b>
2.1	Dispute Deadline	8
2.2	Exceptional circumstances	8
<b>3</b>	<b>Acronyms and Definitions</b>	<b>9</b>
3.1	Acronyms	9
3.2	Definitions	10
<b>4</b>	<b>Not Used</b>	<b>10</b>
<b>5</b>	<b>Interface and Timetable Information</b>	<b>11</b>
5.1	Trading Disputes Process	11
5.2	Deferral of Trading Dispute	17
5.3	Correction of Errors in the next scheduled Settlement Run	18
5.4	Performing a Post-Final Settlement Run	19
5.5	Errors rectified outside of Settlement Runs via an Extra-Settlement Determination	21
<b>6</b>	<b>Appendices</b>	<b>23</b>
6.1	Trading Dispute Raising Form (BSCP11/01)	24
6.2	Trading Dispute Acknowledgement (BSCP11/02)	25
6.3	Request for Assistance (BSCP11/03)	26
6.4	BSCCo Findings Form (BSCP11/04)	27
6.5	BSCCo Trading Dispute Closure Form (BSCP11/05)	28
6.6	Extra-Settlement Determination Request (BSCP11/06)	29
6.7	TDC Trading Dispute Findings (BSCP11/07)	30
6.8	TDC Deferral Form (BSCP11/08)	31
6.9	Trading Dispute Payment Authorisation Form (BSCP11/09)	32
6.10	Rectification of Trading Disputes	33
6.11	Extra-Settlement Determinations performed prior to the Final Reconciliation Run	33
6.12	Recovery of Rectification Costs and other Costs which may be incurred	34
6.13	Trading Dispute Charge	34
6.14	Materiality Threshold	34
6.15	Multiple Raising Parties	34
6.16	References to the Panel and Arbitration	34

<b>1</b>	<b>Introduction</b>	<b>5</b>
1.1	Purpose and Scope of the Procedure	5
1.2	Main Users of Procedure and their Responsibilities	5
1.3	Data Retention Requirements for use in Settlement Runs and Extra Settlement Determinations	6
1.4	Information required on a BSCP11/01 Trading Dispute Form	6
1.5	Balancing and Settlement Code Provision	6
1.6	Associated BSC Procedures	7
<b>2</b>	<b>Timeliness Criteria</b>	<b>7</b>
2.1	Dispute Deadline	7
2.2	Exceptional circumstances	7
<b>3</b>	<b>Acronyms and Definitions</b>	<b>8</b>
3.1	Acronyms	8
3.2	Definitions	8
<b>4</b>	<b>Not Used</b>	<b>9</b>
<b>5</b>	<b>Interface and Timetable Information</b>	<b>10</b>
5.1	Trading Disputes Process	10
5.2	Deferral of Trading Dispute	16
5.3	Correction of Errors in the next scheduled Settlement Run	17
5.4	Performing a Post-Final Settlement Run	18
5.5	Errors rectified outside of Settlement Runs via an Extra Settlement Determination	20
<b>6</b>	<b>Appendices</b>	<b>22</b>
6.1	Trading Dispute Raising Form (BSCP11/01)	23
6.2	Trading Dispute Acknowledgement (BSCP11/02)	24
6.3	Request for Assistance (BSCP11/03)	25
6.4	BSCCo Findings Form (BSCP11/04)	26
6.5	BSCCo Trading Dispute Closure Form (BSCP11/05)	27
6.6	Extra Settlement Determination Request (BSCP11/06)	28
6.7	TDC Trading Dispute Findings (BSCP11/07)	29
6.8	TDC Deferral Form (BSCP11/08)	30
6.9	Trading Dispute Payment Authorisation Form (BSCP11/09)	31
6.10	Rectification of Trading Disputes	32
6.11	Extra Settlement Determinations performed prior to the Final Reconciliation Run	32
6.12	Recovery of Rectification Costs and other Costs which may be incurred	33
6.13	Trading Dispute Charge	33
6.14	Materiality Threshold	33
6.15	Multiple Raising Parties	33
6.16	References to the Panel and Arbitration	33

# 1 Introduction

## 1.1 Purpose and Scope of the Procedure

This BSC Procedure (BSCP) deals with the raising, resolution and rectification of all Trading Disputes, in accordance with Section W of the Balancing and Settlement Code (the Code). Where practicable, before invoking this procedure, all affected Parties are expected to use all reasonable endeavours to resolve any queries via internal investigation, involving their own Agents or BSC Agents where appropriate, in accordance with the provisions of the Code<sup>1</sup>.

Where errors are identified in Credit Cover or a Party's Credit Default status, this procedure, in association with the specific rules contained in Section M of the Code, will apply.

This BSC Procedure does not cover the Change of Supplier or Registration process or any other disputes resolved under the Master Registration Agreement (MRA) which do not impact on Settlement Data.

Subject to any arbitration proceedings, all Trading Disputes shall be raised and dealt with in accordance with Section W of the Code and this BSC Procedure. No Party may refer a Trading Dispute to arbitration unless the Trading Dispute has been raised, dealt with and decided in accordance with provisions of Section W of the Code and this BSC Procedure.

## 1.2 Main Users of Procedure and their Responsibilities

This BSCP should be used by:

**BSC Parties (including the BSCCo)** to raise and resolve Trading Disputes;

**Trading Disputes Committee** to determine matters relating to Trading Disputes;

**Disputes Secretary (DS)** to:

- (a) Administer the process detailed in this BSC Procedure;
- (b) Facilitate the processing of Trading Disputes and escalation of Trading Disputes to the TDC;
- (c) Act as secretary to the TDC;
- (d) Maintain a register of precedents established by the TDC; and
- (e) Maintain an interface with the MRA disputes process, receiving summary details of all queries that may impact upon Settlement data;

All Parties (including the BSCCo and its Agents, BSC Parties and their Agents, the Transmission Company (TC) and Distribution System Operators) to assist in the resolution of Trading Disputes and to effect the rectification of such Trading Disputes

<sup>1</sup> Section U of the Code sets out the circumstances in which a BSC Agent may correct a Settlement Error without the application of the processes in Section W relating to Trading Disputes.

in the next available Settlement or Reconciliation Run or Extra-Settlement Determination if appropriate.

### 1.3 Data Retention Requirements for use in Settlement Runs and Extra-Settlement Determinations

BSC Parties and BSC Agents are required by the Section U of the Code to retain Settlement data to support the resolution of Trading Disputes:

- a. up to at least 28 months after the relevant Settlement Day for use in a form in which the data can be requested and used in the carrying out of a Settlement Run or Volume Allocation Run; and
- b. thereafter, until 40 months after the relevant Settlement Day in a form that may be retrieved, if requested, within 10 Working Days, for use in an Extra-Settlement Determination.

In addition, if requested by the Panel, BSC Parties and BSC Agents will be required to retain Settlement data beyond 40 months to support an Extra-Settlement Determination.

### 1.4 Information required on a BSCP11/01 Trading Dispute Form

A Trading Dispute will not be accepted or processed by the Disputes Secretary unless BSCP11/01 form is submitted, complete with the following information:

- Raising Party contact details
- All affected Settlement Periods (and Settlement Days) claimed. Where an end-date is not specified on the form, it will be assumed that the alleged Settlement Error is ongoing. If an end-date is provided but the Settlement Error extends beyond that date the TDC will amend the end-date to cover all affected Settlement Days.
- Which category of Dispute Deadline (as described in paragraph 2.1) is applicable and whether the Raising Party is claiming for exceptional circumstances (as described in paragraph 2.2)
- Details of the affected site/BM Unit
- The nature of the alleged Settlement Error

In addition, the BSCP11/01 Trading Dispute Form must be authorised by a Category O authorised person. Please refer to BSCP38 for details on Authorisations.

Where BSCCo becomes aware of any matters which would or might reasonably be expected to give rise to a Trading Dispute, then it shall notify the CfD Counterparty and the CM Settlement Body of:

- The MSID relating to the applicable SVA or CVA Metering System (if known); and
- The nature of the non-compliance.

## 1.5 Balancing and Settlement Code Provision

This BSCP must be read in conjunction with the Code and in particular Section W. This BSCP has been produced in accordance with the provisions of the Code. In the event of an inconsistency between the provisions of this BSCP and the Code, the provisions of the Code shall prevail.

## 1.6 Associated BSC Procedures

The main BSCPs that interface with this BSCP are detailed below. This list is not exhaustive as the investigation and processing of a Trading Dispute may necessitate reference to a range of BSCPs.

BSCP38 Authorisations

BSCP509 Changes to Market Domain Data

## 2 Timeliness Criteria

### 2.1 Dispute Deadline

Subject to section W1.2.6 of the Code, the Dispute Deadline in relation to an affected Settlement Period is:

Trading Dispute Type	Dispute Deadline
General Dispute Deadline	20 <sup>th</sup> Working Day following the day on which the relevant Settlement Run was carried out.
Trading Dispute relating to SVA Half Hourly data and processes (SVA Half Hourly Dispute)	70 <sup>th</sup> Working Day following the carrying out of the Final Reconciliation Run (RF) <sup>2</sup> .
Trading Dispute relating to SVA Non Half Hourly data and processes (SVA Non Half Hourly Dispute)	70 <sup>th</sup> Working Day following the carrying out of the Final Reconciliation Run (RF).
Trading Dispute concerning data relating to profile coefficient.	3 <sup>rd</sup> Working Day following the Settlement Day in which the affected Settlement Period(s) occurred.
Trading Dispute relating to Market Domain Data.	2 <sup>nd</sup> Working Day following the Settlement Day in which the affected Settlement Period(s) occurred.

For the avoidance of doubt, subject to a determination of the Panel or an arbitration body in accordance with section W, the TDC will not consider whether a Settlement Error has occurred in respect of any affected Settlement Period which it does not consider has satisfied the relevant Dispute Deadline.

### 2.2 Exceptional circumstances

<sup>2</sup> This Dispute Deadline will apply to all Trading Disputes, relating to SVA Half Hourly Data and processes, raised on or after 04 November 2010 (implementation date of P256) regardless of whether such Trading Dispute relates to Settlement Periods which occurred prior to this date.



Subject to section W1.2.6 of the Code, if, in relation to a particular Trading Dispute, the TDC determines that there are exceptional circumstances as a result of which the applicable Dispute Deadline should not apply, it may waive the requirement that the Trading Dispute should be raised within the Dispute Deadline.

If the Raising Party wishes the TDC to consider whether there are exceptional circumstances in accordance with section W3.2.4 it shall attach a statement (together with supporting evidence), when completing Form BSCP11/01, of why it considers that exceptional circumstances exists.

Notwithstanding the above, if the TDC determines that there are exceptional circumstances, the Trading Dispute must still be raised no later than 20 months after the relevant Settlement Day in which the affected Settlement Period occurred.

### 3 Acronyms and Definitions

#### 3.1 Acronyms

The terms used in this BSCP are defined as follows.

BSC	Balancing and Settlement Code
BSCCo	Balancing and Settlement Code Company
CDCA	Central Data Collection Agent
CRA	Central Registration Agent
DS	Disputes Secretary <sup>3</sup>
ECVAA	Energy Contract Volume Aggregation Agent
ESD	Extra-Settlement Determination
FAA	Funds Administration Agent
MDD	Market Domain Data
MDDM	Market Domain Data Manager
MRA	Master Registration Agreement
PAB	Performance Assurance Board
SAA	Settlement Administration Agent
SD	Settlement Day
SVAA	Supplier Volume Allocation Agent
TC	Transmission Company
TDC	Trading Disputes Committee
WD	Working Day

<sup>3</sup> References to the Disputes Secretary shall, where appropriate, include the Disputes Secretary performing duties on behalf of the BSCCo.

### 3.2 Definitions

MRA disputes process - the process established to resolve disputes under the Master Registration Agreement.

Raising Party – a Party who raises a Trading Dispute.

Relevant Timetabled Reconciliation Settlement Run – the Timetabled Reconciliation Settlement Run in which the Settlement Error first occurred in respect of the affected Settlement Period.

For the purposes of this BSCP the term:

- (i) “relevant Settlement Run” shall have the same meaning given to such term in Section W of the Code; and
- (ii) “affected” Party shall have the same meaning given to such term in Section W3.1.1 of the Code, provided that the Party or Parties particularly affected by the Trading Dispute shall be treated as such Party or Parties as the Trading Dispute Committee (or before the Committee has considered the matter, BSCCo or the Disputes Secretary) consider to be financially impacted in terms of Trading Charges to a material extent, of £3,000 or greater.

All other terms are as defined in the Code.

## 4 Not Used

## 5 Interface and Timetable Information

### 5.1 Trading Disputes Process

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.1	As soon as possible, but within the deadlines defined in Section 2.1  or:  If claiming exceptional circumstances as described in Section 2.2	Identify alleged Settlement Error and raise a Trading Dispute.	Raising Party (any BSC Party, including BSCCo and the TC)	DS	Completed Form BSCP11/01 containing all the information required in accordance with paragraph 1.4.	Email, fax.
5.1.2	Within 1 WD of 5.1.1.	Acknowledge Trading Dispute receipt, validate for authorised signature and issue log number.	DS	Raising Party	Log number; acknowledgement (Form BSCP11/02).	Email, fax.
5.1.3	As soon as possible after 5.1.1.	Commence investigation <sup>4</sup> . Where necessary, request additional information from the Raising Party or relevant experts including the BSCCo, BSC Agents and/or the TC <sup>5</sup> .  If no additional information is required, proceed to step 5.1.5.	DS	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	Evidence of Settlement Error (Form BSCP11/01); Request for Assistance (Form BSCP11/03).	Email, fax.
5.1.4	Within 5 WD of 5.1.3.	Respond to Request for Assistance providing data and/or information as requested by the DS <sup>6</sup> .	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	DS	Information as requested and Form BSCP11/03.	Email, fax.

<sup>4</sup> If investigations determine that the source of the anomaly is the implementation of MDD, where appropriate confirm that the error exists and agree any required changes with SVAA within 2 WD of the Trading Dispute being raised (the TDC must still agree that the Trading Dispute has been raised in accordance with the necessary time limits and that a Settlement Error exists). MDD should be re-run as agreed in accordance with BSCP509 and all Market Participants should be informed.

<sup>5</sup> The Disputes Secretary may issue as many Requests for Assistance as necessary to gather all information required for analysis of the Trading Dispute.

<sup>6</sup> Persistent failure to respond to Requests for Assistance will result in the Disputes Secretary reporting the offending Party to the Performance Assurance Board.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.5	When all relevant information is received.	Collate all evidence of Settlement Error and results of analysis (where applicable).  NOTE: Trading Disputes raised by the BSCCo will be validated by the TDC (in accordance with section W of the Code). Refer to 5.1.15 onwards.	DS		Evidence of Settlement Error and supporting information (Form BSCP11/01). Analysis of Trading Dispute and supporting information (Form BSCP11/03).	Internal Process
5.1.6	Following 5.1.5.	Validate the Trading Dispute.  In order to validate the Trading Dispute, the BSCCo shall consider whether:  a) some or all affected Settlement Periods claimed have been raised within the applicable Dispute Deadline;  b) whether a Settlement Error exists; and  c) whether the materiality of the Trading Dispute is £3,000 or greater.	DS		Evidence of Settlement Error and supporting information (Form BSCP11/01). Analysis of Trading Dispute and supporting information (Form BSCP11/03).	Internal Process
5.1.7	Following 5.1.6.	Report findings based on the assessment of the Trading Dispute against 5.1.6 a), b) and c) to Raising Party and all affected Parties.	DS	Raising Party, all affected Parties	BSCCo Findings Form (Form BSCP11/04)	Email, fax.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.8	Within 10 WD following 5.1.7	<p>If BSCCo is not satisfied as to any of the matters in 5.1.6 a), b) or c) in relation to affected Settlement Periods then the Trading Dispute shall lapse in relation to those affected Settlement Periods provided that BSCCo has:</p> <ul style="list-style-type: none"> <li>(i) notified the Raising Party and each affected Party and no such Parties have notified their objection to the BSCCo's findings within 14 days; and</li> <li>(ii) published its findings on the BSC Website and no Party has notified BSCCo within 14 days of publication that it considers that it is an affected Party but did not receive notice of the findings.</li> </ul> <p>NOTE: where no objections to the BSCCo's findings are received within the prescribed timescales, the findings will be deemed accepted. Where objections to the BSCCo's findings are received within the prescribed timescales, the Trading Dispute will be escalated to the TDC. Refer to 5.1.13 onwards.</p>	Raising Party, all affected Parties	DS	BSCCo Findings Form (Form BSCP11/04)	Email, fax.
5.1.9	Upon receipt of BSCP11/04 from Raising Party and/or an affected Party or following 5.1.8.	<p>Where the Trading Dispute is not satisfied as to any of the matters in 5.1.6 a), b) or c) and no objections have been received in accordance with 5.1.8 the Trading Dispute (in relation to the relevant affected Settlement Periods) shall lapse and BSCCo shall close the Dispute. Refer to 5.1.10.</p> <p>Where BSCCo is notified of any objections to its finding in accordance with 5.1.8 BSCCo shall inform Raising Party and all affected Parties that the Trading Dispute has been escalated to the TDC. Refer to 5.1.13 onwards.</p>	DS	Raising Party, All affected Parties	BSCCo Findings Form (BSCP11/04), details of all objections	Email/fax.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.10	Within 5 WD following 5.1.9 (where no objections to the BSCCo's findings have been received)	Confirm the Trading Dispute has been closed by completing BSCCo Trading Dispute Closure Form (BSCP11/05). Distribute BSCP11/05 to Raising Party and all affected Parties.	DS	Raising Party, All affected Parties	BSCCo Trading Dispute Closure Form (BSCP11/05)	Email/fax.
5.1.11	At the next meeting of the TDC.	Communicate BSCCo's decision to the TDC	DS	TDC	Confidential details of Trading Dispute and reasons for the Trading Dispute closure.	At meeting via confidential closure log.
5.1.12	Within 5 WD of the TDC meeting	Communicate details of the Trading Dispute closure to all BSC Parties	DS	Parties, Party Agents and BSC Auditor	Non-confidential details of Trading Dispute including reason for the Trading Dispute closure,	BSC Website via TDC Register of Determination.
5.1.13	Following 5.1.9 (where the BSCCo considers the Trading Dispute valid or an objection to the BSCCo's findings has been received) at next practicable meeting of the TDC <sup>7</sup> .	Where the Trading Dispute was considered to be valid by the BSCCo against 5.1.6 a), b) and c) BSCCo shall prepare and submit a report of its findings and any relevant supporting information in relation to the Trading Dispute to TDC for consideration at the next practicable TDC meeting.  Present the BSCCo's findings relating to 5.1.6 a), b) and c).	DS	TDC	Evidence of Settlement Error and supporting information.	At meeting via confidential TDC Paper.

<sup>7</sup> For Profile Coefficient Trading Disputes, the Trading Dispute must be presented to the TDC within 6 WD of the affected Settlement Day.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.14	Following 5.1.9 at next practicable meeting of the TDC.	<p>TDC considers whether the Trading Dispute was raised in accordance with the applicable Dispute Deadline (or whether it should exercise its discretion under section W of the Code). In relation to those affected Settlement Periods (if any) for which it determined that the Trading Dispute was raised by the applicable Dispute Deadline, or exercised its discretion in accordance with section W of the Code, consider whether a Settlement Error occurred.</p> <p>If the TDC considers that some or all of the affected Settlement Periods were raised within applicable timescales (or, where appropriate, that discretion should be applied), then in relation to those affected Settlement Periods proceed to 5.1.15.</p> <p>If the TDC considers that some or all of the affected Settlement Periods in the Trading Dispute were not raised in accordance with the applicable Dispute Deadline and that the TDC should not exercise its discretion, issue a determination either rejecting those Settlement Periods or the Trading Dispute as applicable and proceed to 5.1.16.</p> <p>Where further information and/or technical assistance is required, the Trading Dispute may be deferred. Refer to section 5.2 and proceed to 5.1.16.</p>	TDC		All relevant data, forms and evidence of Settlement Error.	Internal Process

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.15	At TDC meeting.	<p>If no Settlement Error has occurred, reject the Trading Dispute and proceed to 5.1.16.</p> <p>If a Settlement Error has occurred uphold the Trading Dispute (for all or part of the affected Settlement Periods as appropriate) and, if the materiality of the Trading Dispute is £3,000 or greater, determine a means of rectification (in accordance with Appendix 6.10) and proceed to 5.1.16.</p> <p>Where further information and/or technical assistance is required, the Trading Dispute may be deferred. Refer to Section 5.2 and proceed to 5.1.16.</p> <p>A Party may refer the matter to the Panel in accordance with section W of the Code.</p>	TDC		All relevant data, forms and evidence of Settlement Error.	Internal process
5.1.16	Within 5 WD of TDC meeting.	Complete TDC Finding Form /Deferral Form <sup>8</sup> (including TDC Chair signature) and distribute to Raising Party, affected Parties and relevant BSC Agents.	DS	Raising Party, affected Parties and relevant BSC Agents.	TDC Trading Disputes Findings (Form BSCP11/07) <sup>9</sup> /Deferral Form (Form BSCP11/08).	Email, fax.
5.1.17	At same time as 5.1.16.	Communicate TDC decision to all BSC Parties.	DS	Parties, Party Agents and BSC Auditor	Non-confidential details of Trading Dispute.	Email

<sup>8</sup> Where appropriate, the Finding Form should include instructions for rectification. If it is envisaged that Deferral will result in a need for data to be retained beyond the 40 month cut-off, this should be noted on the Deferral form.

<sup>9</sup> Where rectification of the Trading Dispute requires corrective action by a Raising Party's agent(s), it should be specified on the BSCP11/07 Trading Disputes Findings that the Raising Party should instruct its agent(s) to make the amendments required.



## 5.2 Deferral of Trading Dispute

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.2.1	Within 1 WD of 5.1.16.	Request additional information <del>55</del> as required by the TDC to aid clarification of the Trading Dispute.  If it is envisaged that Deferral will result in a need for data to be retained beyond the 40 month cut-off, this should be noted on the Request for Assistance Form.	DS	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	Request for Assistance with any additional information that may assist in identification of the error. (Form BSCP11/03).	Email, fax.
5.2.2	Within 5 WD of 5.2.1.	Respond to Request for Assistance with evidence.	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	DS.	Additional information as requested by the DS.	Email, fax.
5.2.3	Upon receipt of all additional information required.	Collate information and prepare to submit Trading Dispute to TDC for consideration at the next practicable TDC meeting.  Refer to steps 5.1.14 onwards for details on all considerations by the TDC subsequent to the submission of additional evidence	DS		All relevant data, forms and evidence of Settlement Error.	Internal process

### 5.3 Correction of Errors in the next scheduled Settlement Run

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.3.1	Following TDC determination that a Trading Dispute should be corrected in the next practicable Settlement Run.	Instruct the relevant BSC Agent to adjust settlement in the next practicable Settlement Run, as authorised by the TDC <sup>10</sup> .  (Where corrective action by a Party Agent is required for rectification of the error, instruction should be issued by the DS via the relevant Party).	DS	Relevant BSC Agent (or Party where applicable)	Details of changes as authorised by TDC.	Email, fax.
5.3.2	As appropriate following 5.3.1	Confirm that corrective action authorised by the TDC has been implemented and is available for use in the next Settlement Run <sup>11</sup> .  (Where corrective action has been implemented by a Party Agent, confirmation that the corrective action is complete should be given to the DS via the relevant Party).	Relevant BSC Agent (or Party where applicable)	DS		Email, fax.

<sup>10</sup> For Profile Coefficient Trading Disputes, if the TDC determines that the Profile Coefficient should be recalculated, this instruction must be given by 10:00 on Settlement Day plus 7 WD. All other instructions must be issued at least 15 WD before the next scheduled Settlement Run, unless a shorter period is agreed with the relevant BSC Agent.

<sup>11</sup> Each BSCCo Agent and each Party shall take or procure its agent to take such steps as are necessary to give effect to a determination of the TDC.

## 5.4 Performing a Post-Final Settlement Run

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.4.1	Following TDC's determination and its recommendation under 5.1.15 (in accordance with Appendix 6.10) to rectify a Trading Dispute in the Post-Final Settlement Run.	Determine window within which it is practicable to perform a Post-Final Settlement Run <sup>12</sup> , in association with impacted agents.	DS	Impacted Agents	Settlement Day and Run Type, Agents' schedules.	Email, fax.
5.4.2	TDC meeting.	TDC decide whether or not to authorise Post-Final Settlement Run.	TDC			Internal process
5.4.3	Within 5 WD of the TDC meeting.	Inform Raising Party of TDC decision.	DS.	Raising Party.	TDC Trading Disputes Findings (Form BSCP11/07)	Email, fax.
5.4.4	Within 5 WD of the TDC meeting.	Advise all Trading Parties that a Post-Final Settlement Run is to be carried out. <sup>13</sup>	DS.	All BSC Agents, BSC Parties and BSC Auditor.	Reason for Post-Final Settlement Run (i.e. non-confidential details of the Trading Dispute) and scheduled run date.	Email
5.4.5	Within 5 WD of TDC meeting, if decision is to carry out Post-Final Settlement Run.	Schedule data amendments and run dates within window agreed by Panel, in association with impacted Agents. <sup>14</sup>	DS	Relevant agents and relevant Parties <sup>15</sup> .	Details of all replacement data and run dates to be included in Post-Final Settlement Run	Email, fax.
5.4.6	Post-Final Settlement Run schedule day.	Perform Post-Final Settlement Run in accordance with TDC requirements.	Relevant agents and relevant Parties			Internal Process

<sup>12</sup> A Post Final Settlement Run must be performed within 28 months of the relevant Settlement Day(s) in accordance with Section U of the Code.

<sup>13</sup> If the TDC's decision was not to rectify, advise all Trading Parties that the Dispute will not be rectified.

<sup>14</sup> Each BSC Agent and each Party shall take or procure its agent to take such steps as are necessary to give effect to a determination of the TDC.

<sup>15</sup> CDCA, SAA, SVAA, FAA and where applicable the CRA, ECVA, Transmission Company and/or and Interconnector Administrators.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.4.7	Within 5 WD after the Post-Final Settlement Run schedule day.	Confirm that corrective action authorised by the TDC has been implemented.	Relevant agents and relevant Parties	DS	Confirmation of implementation	Email, fax.

DRAFT for EMR

## 5.5 Errors rectified outside of Settlement Runs via an Extra-Settlement Determination

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.5.1	At TDC meeting following a determination to rectify a Trading Dispute via ESD.	TDC decide whether or not to perform an ESD calculation. The TDC may ask for further information and postpone its decision where it deems it necessary.	TDC		Where it is envisaged that Parties, Party Agents and BSC Agents will be required to maintain copies of Settlement Data beyond Settlement Day plus 40 months <sup>16</sup> , the TDC will inform relevant Parties and Agents of such data retention requirements.	Internal process
5.5.2	Within 5 WD of TDC meeting at which the TDC makes a decision.	Communicate decision of TDC.  If the TDC does uphold the recommendation to perform an ESD calculation, proceed to 5.5.3.	DS	TDC; Raising Party; all relevant BSC Parties; relevant BSC Agents and/or TC as appropriate.	TDC's decision to correct/not correct via ESD.	Email, fax.
5.5.3	When required.	TDC requests data required to perform ESD calculation.	DS on behalf of TDC	Raising Party; other relevant BSC Parties; BSC Agents and/or TC as appropriate.	Data required to perform ESD calculations.	Email, fax.
5.5.4	Within 10 WD of 5.5.3 or such other period as the TDC may agree.	Relevant Parties provide data as requested to enable an Extra-Settlement Determination.	Raising Party, all BSC Parties, relevant BSC Agents and/or TC as appropriate, BSC Auditor	DS.	Data required to perform ESD calculations.	Email, fax.
5.5.5	As soon as practicable after 5.5.4.	Calculate materiality and advise affected Parties <sup>17</sup> .	DS	Relevant Parties		Email, fax.

<sup>16</sup> Parties should be given sufficient notification prior to the 40 month deadline to allow suitable arrangements to be put in place for data retention beyond the minimum requirements.

<sup>17</sup> As defined in section W of the Code.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.5.6	Within 5 WD of 5.5.5 or such other period as the TDC may approve	Instruct FAA to action Payment Authorisation Form.	DS on behalf of TDC	FAA	Dispute Payment Authorisation Form (Form BSCP11/09) signed by the TDC Chair.	Email, fax.
5.5.7	As required by the Payment Authorisation Form.	Implement the instructions in the Payment Authorisation Form and notify relevant Parties and the DS.	FAA	Relevant Parties and DS.	Advice note and copy of Dispute Payment Authorisation Form (Form BSCP11/09).	Letter, fax.
5.5.8	Within 1 WD of 5.5.7	Confirm that the Payment Authorisation Forms have been actioned.	FAA	DS	Confirmation that the Payment Authorisation Forms have been actioned.	Email.
5.5.9	Where the ESD has been performed prior to the Final Reconciliation Run, at least 15 WD prior to the next timetabled Reconciliation Settlement Run being performed	Advise Parties of the unwinding of the Extra-Settlement Determination and the correction of the Settlement Error at the next timetabled Reconciliation Settlement Run <sup>18</sup> .	DS	All BSC Parties, BSC Auditor.	Confirmation that the Extra-Settlement Determination will be unwound and the Settlement Error corrected in line with the next timetabled Reconciliation Settlement Run.	Email.
5.5.10	At least 10 WD prior to the next timetabled Reconciliation Settlement Run	Instruct the FAA to action the second Payment Authorisation Form.	DS on behalf of TDC	FAA	Trading Dispute Payment Authorisation Form (Form BSCP11/09) signed by the TDC Chairman.	Email, fax.
5.5.11	As required by the Payment Authorisation Form.	Implement the instructions in the Payment Authorisation Form and notify relevant Parties and the DS.	FAA	Relevant Parties and DS.	Advice note and copy of Trading Dispute Payment Authorisation Form (Form BSCP11/09).	Letter, fax.
5.5.12	Within 1 WD of 5.5.11	Confirm that the Payment Authorisation Forms have been actioned.	FAA	DS	Confirmation that the Payment Authorisation Forms have been actioned.	Email.

<sup>18</sup> Where an ESD is performed prior to the next Timetabled Reconciliation Settlement Run, all payments must be reversed (i.e. the ESD unwound) on or as near as practicable to the Payment Date in respect of the Timetabled Reconciliation Settlement Run, in which the Settlement Error is corrected. This will be achieved by performing a second ESD, with a second set of payments processed by the FAA. See Appendix 6.11.

## 6 Appendices

The following forms are in this BSCP:

BSCP11/01	Trading Dispute Raising Form
BSCP11/02	Trading Dispute Acknowledgement
BSCP11/03	Request for Assistance
BSCP11/04	BSCCo Findings Form
BSCP11/05	Trading Dispute Closure Form
BSCP11/06	Extra-Settlement Determination Request
BSCP11/07	TDC Trading Disputes Findings
BSCP11/08	TDC Deferral Form
BSCP11/09	Trading Dispute Payment Authorisation Form

For contact details please refer to the BSC Website.

## 6.1 Trading Dispute Raising Form (BSCP11/01)

<b>BSCP11/01</b>	<b>Trading Dispute Raising Form</b>																
<i>(Form completed by Raising Party)</i>																	
Trading Dispute Raised By (name): _____ Date Raised: ____/____/____																	
Company Name / Party ID / Role: _____																	
Address: _____																	
Telephone: _____ Fax: _____ Email: _____																	
<div style="display: flex; justify-content: space-between;"> <span>Authorised By: _____</span> <span>Signature: _____</span> </div> <div style="display: flex; justify-content: space-between;"> <span></span> <span>Date: _____</span> </div>																	
<p><b>Please complete the following section as appropriate and attach additional comments and evidence of Settlement Error.</b></p> <p>Disputed Period: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td>GMT</td><td></td></tr><tr><td>BST</td><td></td></tr></table></p> <p>From ____/____/____ Settlement Period: ____ To ____/____/____<sup>19</sup> Settlement Period: ____</p> <p>Applicable Dispute Deadline (Refer to Section 2.1. and delete as appropriate): General Dispute / SVA Half Hourly / SVA Non-half Hourly / Profile Coefficient / MDD</p> <p>Is there a request for the TDC to consider exceptional circumstances<sup>20</sup>? YES/NO (Please delete as appropriate). If YES, attach a statement explaining why (together with supporting evidence) exceptional circumstances exist</p> <p>MSID / BM Unit / ECVN or MVRN Authorisation ID / Other IDs: _____</p> <p>GSP Group ID: _____</p> <p>Site Name: _____</p> <p>Other affected Parties (if known): _____</p> <p>Associated Trading Dispute number(s): _____</p> <p><u>Party Agent details:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Agent</th> <th style="width: 25%;">Role</th> <th style="width: 25%;">Appointment Start Date</th> <th style="width: 25%;">Appointment End Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		GMT		BST		Agent	Role	Appointment Start Date	Appointment End Date								
GMT																	
BST																	
Agent	Role	Appointment Start Date	Appointment End Date														
<b>Please return completed form to the Disputes Secretary</b>																	

<sup>19</sup> Where no end-date is provided at the time this form is submitted, it will be assumed that the alleged Settlement Error is ongoing. However, where possible, Parties will be required to provide an end-date upon request by the BSCCo. Where no end-date is provided, the TDC may impose an end-date for the purposes of its determination. If an end-date is provided but the error extends beyond that date the TDC will amend the end-date to cover all affected Settlement Days.

<sup>20</sup> See section 2.2 for further details on exceptional circumstances.



**6.2 Trading Dispute Acknowledgement (BSCP11/02)****BSCP11/02****Trading Dispute Acknowledgement**

Dispute Number:

*(Form completed by DS)*

To: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**TRADING DISPUTE DETAILS:**

Disputed Period: From \_\_\_\_/\_\_\_\_/\_\_\_\_ Settlement Period \_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_ Settlement Period \_\_\_\_

BM Unit / MSID / Other IDs: \_\_\_\_\_

Site name or other identifying information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your Trading Dispute has been allocated to (name): \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**6.3 Request for Assistance (BSCP11/03)**

<b>BSCP11/03</b>	<b>Request for Assistance</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Dispute Number</td> </tr> <tr> <td style="height: 30px;"></td> </tr> </table>	Dispute Number	
Dispute Number				
<i>(Form completed by DS)</i>				
To: _____ Date: ____/____/____				
Company Name: _____				
Address: _____				
Telephone: _____ Fax: _____				
Email: _____				
<b><u>TRADING DISPUTE DETAILS:</u></b>				
Disputed Period: From ____/____/____ Settlement Period ____ To ____/____/____ Settlement Period ____				
BM Unit / MSID / ECVN or MVRN Authorisation ID / Other IDs: _____				
Site name: _____				
Description of Trading Dispute / assistance required: <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>				
Number of pages attached: _____ Respond By Date: ____/____/____				
<i>(Section to be completed by Recipient)</i>				
Response: _____				
_____				
_____				
Contact Name of Respondent: _____				
Telephone/Fax Number/Email: _____				
Response Received Date: ____/____/____ <i>(Completed by DS)</i>				

## 6.4 BSCCo Findings Form (BSCP11/04)

BSCP11/04

Dispute Number

### BSCCo Findings Form

(Form completed by DS)

To: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

#### TRADING DISPUTE DETAILS:

Disputed Period: From \_\_\_\_/\_\_\_\_/\_\_\_\_ Settlement Period \_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_ Settlement Period \_\_\_\_

Summary of DS Response / Description: (where appropriate, evidence should be attached)

Check	Valid? (delete as appropriate)
a) All affected Settlement Periods claimed have been raised within the applicable Trading Dispute Deadline	YES/NO
b) A Settlement Error exists	YES/NO
c) The materiality of the Trading Dispute is £3,000 or greater.	YES/NO

Delete as appropriate:

- i) The Trading Dispute is considered valid against checks a), b) and c) above. The Trading Dispute will be presented to the TDC for verification that all affected Settlement Periods claimed have been raised within the applicable Trading Dispute Deadline and that a Settlement Error exists. Subject to TDC approval, the BSCCo will instruct rectification of the error.
- ii) The Trading Dispute is considered invalid against one or more of checks a), b) and c) above and has been closed. If objections to this finding are received from the Raising Party or any affected Party within 10 Working Days of receipt of this form, it will be escalated to and determined by the TDC.
- iii) The BSCCo has not validated the Trading Dispute. The matter has been escalated to a Trading Dispute and shall be determined by the TDC.

Contact Name: \_\_\_\_\_ Signature: \_\_\_\_\_

*(Section to be completed by the Recipient only if the Recipient objects to the BSCCo's findings. Details of the Recipient's objections should be provided and attached to the form)*

I acknowledge receipt of the above analysis and confirm that the undersigned objects to one or more of the BSCCo's findings. The undersigned acknowledges that a Trading Dispute in respect of the relevant matters will be referred to the TDC for determination.

Signed on behalf of:

Company: \_\_\_\_\_ Name: \_\_\_\_\_

Authorised Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please return completed form to Disputes Secretary

**6.5 BSCCo Trading Dispute Closure Form (BSCP11/05)**

BSCP11/05

Dispute Number

**BSCCo Trading Dispute Closure Form***(Form completed by DS)*

To: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Company Name / ID / Role: \_\_\_\_\_

Fax/email: \_\_\_\_\_

*(Completed by DS) Delete as appropriate:*

You have received notice of the BSCCo's findings in respect of Trading Dispute [     ]. You are hereby put on notice of the following matter:

**Closure of Trading Dispute by BSCCo**

- i) The BSCCo is not satisfied that:
- the Trading Dispute (as to all affected Settlement Periods) was raised within the applicable Dispute Deadline; and/or
  - a Settlement Error exists; and/or
  - the materiality of the Trading Dispute is £3,000 or greater.
- ii) No objections to the BSCCo's findings, in respect of the above Trading Dispute have been received in writing.

***The Trading Dispute has been closed.*****Details of the BSCCo's findings**


---



---



---

**6.6 Extra-Settlement Determination Request (BSCP11/06)**

<b>BSCP11/06</b>	<b>Extra-Settlement Determination Request</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px 5px;">Dispute Number</td> </tr> <tr> <td style="height: 30px;"></td> </tr> </table>	Dispute Number	
Dispute Number				
<p><i>(Form completed by Requesting Party)</i></p> <p>Extra-Settlement Determination Requested By <i>(name)</i>: _____</p> <p>Date Requested: ____/____/____</p> <p>Company Name / ID / Role: _____</p> <p>Address: _____</p> <p>Telephone: _____ Fax: _____</p> <p>Email: _____</p>				
<p>Authorised By: _____ Signature: _____</p> <p style="text-align: right;">Date: _____</p>				
<p>Disputed Period: _____</p> <p>Most recent Settlement Run: SF / R1 / R2 / R3 / RF <i>(delete as appropriate)</i></p> <p>Date of most recent Settlement Run: _____ Estimated Materiality: _____</p> <p>Associated Trading Dispute number(s): _____ <i>(If applicable)</i></p> <p>Reason for Extra-Settlement Determination Run Request:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>				
<b>Please return completed form to the Disputes Secretary</b>				
<p><i>(Completed by DS):</i></p> <p>Acknowledge receipt and return to Raising Party:</p> <p>DS Comments: _____</p> <p>Name : _____ Signature : _____ Date : ____/____/____</p> <p>email to:</p> <p>_____</p>				

**6.7 TDC Trading Dispute Findings (BSCP11/07)****BSCP11/07****TDC Trading Dispute Findings**

Dispute Number

*(Form completed by DS)*

To: \_\_\_\_\_

Fax / Email: \_\_\_\_\_

From: Trading Disputes Committee

TDC Meeting Number: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

For Settlement Day(s) and Settlement Period(s):

from: \_\_\_\_\_ to: \_\_\_\_\_

**The Trading Dispute Committee Findings are:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Note: ACTION REQUIRED**

**Parties are required to advise all Party Agents of any data amendments required as stipulated in the TDC Findings.**

Signed : \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chairman, Trading Disputes Committee

**6.8 TDC Deferral Form (BSCP11/08)**

<div style="border: 1px solid black; padding: 2px; display: inline-block;"><b>BSCP11/08</b></div>	<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 100%;">Dispute Number</div> <div style="border: 1px solid black; height: 30px; margin-top: 2px;"></div>
---	--

**TDC Deferral Form**

*(Form completed by DS)*

To: \_\_\_\_\_

Fax / Email: \_\_\_\_\_

From: Trading Disputes Committee

TDC Meeting Number: \_\_\_\_\_ Date : \_\_\_\_/\_\_\_\_/\_\_\_\_

For Settlement Day(s) and Time Period(s):  
 from: \_\_\_\_\_ to: \_\_\_\_\_

**The Trading Dispute Committee Findings are:**

The TDC considered the above Trading Dispute and based on the evidence submitted decided to defer resolution for the reasons given below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed : \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chairman, Trading Disputes Committee

**6.9 Trading Dispute Payment Authorisation Form (BSCP11/09)**

BSCP11/09

**Trading Dispute Payment Authorisation Form**

**(Details of Trading Disputes Requiring Payment  
Outside The Settlement Run Process via an Extra-Settlement Determination)**

*(Form completed by DS)*

Trading Dispute Reference:

Settlement dates:

Affected Party (s): *(See attached spreadsheet for individual Party payment and/or receipt totals)*

Summary of Dispute:

Proposed date of recovery:

Signed: \_\_\_\_\_

(TDC Chairman)

Date: \_\_\_\_\_



## 6.10 Rectification of Trading Disputes

Following a decision of the TDC that a Trading Dispute was raised in a timely fashion, that a Settlement Error has occurred and that the materiality of the Trading Dispute is £3,000 or greater, the TDC shall determine the appropriate means of rectification. The methods of rectification available to the TDC will be dependent on whether the Final Reconciliation Settlement Run (RF) for the Disputed Settlement Days has been performed.

Where the Trading Dispute is capable of rectification before the relevant Final Reconciliation Settlement Run (RF), the TDC shall:

- a) determine that the error should be corrected in the next Settlement Run relating to the relevant Settlement Day (see section 5.3); or
- b) where the period to the next Timetabled Reconciliation Settlement Run (considered together with the materiality of the Trading Dispute) is such that the Trading Disputes Committee believes that an Extra Settlement Determination is justified, determine that an Extra-Settlement Determination should be carried out (see Appendix 6.11 and section 5.5).

Where a Trading Dispute is not capable of resolution until after the relevant Final Reconciliation Settlement Run (RF), the TDC shall:

- a) determine that the error should not be corrected, having regard to all the circumstances (including the length of time which has elapsed since the occurrence of the event giving rise to the Trading Dispute); or
- b) determine that an Extra-Settlement Determination and/or Post-Final Settlement Run should be undertaken (see section 5.4 or 5.5 as appropriate).

## 6.11 Extra-Settlement Determinations performed prior to the Final Reconciliation Run

The Code states that in certain circumstances the TDC may determine that a Trading Dispute should be rectified by performing an ESD prior to the Final Reconciliation Run. This would only be the case where the period to the next Timetabled Reconciliation Settlement Run (considered together with the materiality of the Trading Dispute) is such that the TDC believe an ESD is justified.

If an ESD is performed prior to the Final Reconciliation Run, all payments must be reversed (or unwound) on or as near as practicable to the Payment Date in respect of the Timetabled Reconciliation Settlement Run in which the Settlement Error is corrected. This is to prevent any double correction of an error through both an ESD and the Timetabled Reconciliation Settlement Run. Prior to the next Timetabled Reconciliation Settlement Run, each Trading Party affected by the initial payment shall be entitled to be paid by or liable to pay to the BSC Clearer an amount equal and opposite to the extra-settlement amount paid by or to such Party, plus an amount in lieu of interest. See section 5.5.

## **6.12 Recovery of Rectification Costs and other Costs which may be incurred**

If the TDC determines that a Post-Final Settlement Run or Extra-Settlement Determination should be performed, the TDC may determine that a particular Party or Parties shall bear all or part of the cost incurred.

In addition, Raising Parties should be aware that where rectification of a Trading Dispute requires action by one of its Agents, there may be associated costs involved (dependent on Contractual Agreements in place between the Party and its Agents).

## **6.13 Trading Dispute Charge**

If the TDC resolves that a Trading Dispute raised by a Party is of a vexatious or frivolous nature, it may require the Party raising such a Trading Dispute to pay a standard charge as agreed by the Panel from time to time towards the cost of the administration of the Trading Dispute.

## **6.14 Materiality Threshold**

There is no pre-rectification materiality limit for Trading Disputes. However, if the materiality or estimated materiality of a valid Trading Dispute (i.e. in relation to the affected Settlement Periods) determined by the TDC is less than £3,000, no corrective action will be taken regardless of the determination by the TDC or the Panel (as the case may be) on the validity of such Trading Dispute.

## **6.15 Multiple Raising Parties**

The same Trading Dispute may be raised independently by several Raising Parties. Where the DS recognises that the Trading Disputes arise out of the same circumstances, such Trading Disputes shall, without prejudice to the procedures set out in this BSCP, be consolidated for the purposes of consideration by the BSCCo or the TDC as appropriate.

## **6.16 References to the Panel and Arbitration**

A Party that disagrees with the findings of the TDC may refer the findings to the Panel or to arbitration<sup>21</sup> for determination. Any referral to the Panel should be submitted in writing to the Panel Secretary and must be made in accordance with the timescales referred to in section W of the Code.

Any reference to arbitration must be made in accordance with the timescales referred to in section W and section H of the Code.

In the event that the Disputes Secretary is notified that a matter has been remitted to the TDC from the Panel or from an arbitration tribunal in accordance with section W of the Code, the Trading Disputes process shall be followed from 5.3.

<sup>21</sup> With the exception of Post RF rectification decisions.