INFORMAL CONSOLIDATED VERSION OF THE CAPACITY MARKET RULES

23 June 2025

Contents

CHAPTER 1: GENERAL PROVISIONS **1**

1 General Provisions **1**

1.1 Citation and commencement 1

1.2 Definitions 1

1.3 Interpretation 52

1.3A Sole director companies 52

1.4 Times and dates 53

1.5 Hierarchy of documents 53

1.6 Notices 53

1.7 Waiver 54

1.8 Assignment 54

1.9 Language 54

CHAPTER 2: AUCTION GUIDELINES AND DE-RATING **55**

2 Auction Guidelines and De-rating **55**

2.1 Purpose of this Chapter 55

2.2 Capacity Auction Timetable and Guidelines 55

2.3 De-rating of CMUs 56

2.4 Annual review of Generating Technology Classes 60

CHAPTER 3: PREQUALIFICATION INFORMATION **61**

3 Application for Prequalification: Process and Information **61**

3.1 Purpose of this Chapter 61

3.2 Identifying the Applicant for a CMU 61

3.3 Submitting an Application for Prequalification 63

3.4 Information to be provided in all Applications 66

3.5 Determining the Connection Capacity of a Generating CMU 70

3.5A Determining the Connection Capacity of an Interconnector CMU 72

3.5B Clarifications for determining the Connection Capacity of CMUs 72

3.6 Additional Information for an Existing Generating CMU 73

3.6A Additional information for an Existing Interconnector CMU 78

3.6B Additional Information for an Existing or Prospective Interconnector CMU 79

3.6C Additional Information for a New Build Interconnector CMU 79

3.7 Additional Information for a New Build CMU 79

3.8 Additional Information for a Refurbishing CMU 84

3.8A Additional Information fo Declared Long Stop CMUs 85
3.9 Additional Information for a Proven DSR CMU 88
3.10 Additional Information for an Unproven DSR CMU 92
3.10ZA Low Carbon Declarations: Additional Information for Declared Long Stop CMUs, Nine Year Capex Threshold CMUs and Three Year Zero Capex Threshold CMUs 95
3.10ZB Low Emissions Determinations 95
3.10A Applications for a Supplementary Auction or the first T-1 Auction: Connection Arrangements 99
3.11 Opt-out Notifications 99
3.12 Declaration to be made when submitting an Application 100
3.13 Application process for Secondary Trading Entrants 101
3.14 Retention of Applications and Opt-out Notifications by the Delivery Body 101
3.15 Requirements for a Fossil Fuel Emissions Declaration 101

CHAPTER 4: DETERMINATION OF ELIGIBILITY 105

4 Determination of eligibility 105
4.1 Purpose of this Chapter 105
4.2 Delivery Body to assess the completeness of an Application 105
4.3 Delivery Body to review complete Applications 105
4.4 Decisions to be made by the Delivery Body 106
4.5 Notification of Prequalification decision to Applicants 109
4.5ZA Amendments to Storage Generating Technology Classes after close of Prequalification Window 110
4.5A New Build Interconnector CMU and Unproven DSR CMU: Applicant Credit Cover 110
4.5B New Build Interconnector CMU and Unproven DSR CMU: provision of Applicant Credit Cover by Capacity Provider 111
4.5C Applicant Credit Cover: notices to Delivery Body 112
4.5D Notification of a change of Prequalification status to Applicants 112
4.6 Conditional Prequalification – Applicant Credit Cover 112
4.7 Conditional Prequalification – Planning Consents 113
4.8 Provision of a Price-Maker Memorandum and Certificate by Applicants 114
4.9 Notification of Prequalification decision to Secondary Trading Entrants 114
4.10 Disputes relating to Prequalification 114
4.11 Changes to the Auction Parameters 114
4.11A Auction Guidelines Published after Prequalification specifying revised De-rating Factors 115

CHAPTER 5: CAPACITY AUCTIONS 116

5 Capacity Auction 116
5.1 Purpose of this Chapter 116

5.2 The role of the Auctioneer 116
5.3 Qualification to bid in the Capacity Auction 116
5.4 Disqualification from future bid submission 116
5.5 Capacity Auction format 117
5.6 Duration Bids in a Capacity Auction 120
5.7 Continuing Bids in a Capacity Auction 121
5.8 Exit Bids in a Capacity Auction 121
5.9 Capacity Auction clearing 121
5.10 Capacity Auction results 125
5.11 Capacity Auction suspension or cancellation 126
5.12 Prohibition on Market Manipulation 127
5.13 Prohibition on other unreasonable business methods 127
5.14 Auction Monitor and Audit of Capacity Auctions 128
5.15 Prequalification for the Subsequent T-4 Auction where a Capacity Agreement is awarded in the T-3 Auction 129
5.16 Maximum Obligation Period of one Delivery Year for Prospective CMUs entering the Subsequent T-4 Auction where a Capacity Agreement is awarded in the T-3 Auction 129

CHAPTER 6: CAPACITY AGREEMENTS 130

6 Capacity Agreements 130
6.1 Purpose of this Chapter 130
6.2 Nature of Capacity Agreement Notices and Capacity Agreements 130
6.3 Issuing Capacity Agreement Notices 130
6.4 Indexation 132
6.5 Survival 132
6.6 Achieving the Financial Commitment Milestone 132
6.6A Achieving the Financial Commitment Milestone: New Build CMUs 133
6.7 Achieving the Substantial Completion Milestone 134
6.7A Unproven DSR CMUS – when multi-year Capacity Agreements take effect 136
6.7B DSR Partial Credit Cover Release 136
6.8 Sanctions for Delay in Achieving Milestones 137
6.9 Exclusion of Force Majeure 139
6.10 Termination 139
6.11 Non-completion Fee 151

CHAPTER 7: CAPACITY MARKET REGISTER 153

7 Capacity Market Register 153
7.1 Purpose of this Chapter 153
7.2 Establishment, form and maintenance of the Capacity Market Register 153

7.2B Capacity Market Emissions Chapter 152
7.3 Effect of registration determinative 154
7.4 Contents of the Capacity Market Register 154
7.4B Contents of the Capacity Market Emissions Chapter 157
7.5 Delivery Body amendments to the Capacity Market Register 160
7.6 Capacity Market Register to be publicly available 164
7.7 Applications for rectification of the Capacity Market Register and Appeals 164
7.8 Replacement Capacity Agreement Notice 166

CHAPTER 8: OBLIGATIONS OF CAPACITY PROVIDERS AND SYSTEM STRESS EVENTS 167

8 Obligations of Capacity Providers 167
8.1 Purpose of this Chapter 167
8.2 General obligation to maintain eligibility 167
8.3 Specific obligations and consequences 167
8.4 Triggering a Capacity Obligation and System Stress Events 195
8.5 Discharging a Capacity Obligation 198
8.6 Determining the output of a Capacity Committed CMU or CMVR Registered CMU (Eij) 201
8.7 Requirement to provide general assistance 202

CHAPTER 9: TRANSFER OF CAPACITY OBLIGATIONS 203

9 Transfer of Capacity Obligations 203
9.1 Purpose of this Chapter 203
9.2 Restrictions on transfer and eligibility to trade 203
9.3 Registration of transfers 210
9.4 Effect of transfer 210
9.5 Transfers and testing 211

CHAPTER 10: VOLUME REALLOCATION 214

10 Volume Reallocation 214
10.1 Purpose of this Chapter and Interpretation 214
10.1A CMVR Registered Participant 214
10.2 Capacity Market Volume Reallocation Notification 215
10.3 Matching 216
10.4 Traded Capacity Market Volume 216
10.5 Information 217
10.6 Failures of the CM Settlement Body System 218

CHAPTER 11: TRANSITIONAL ARRANGEMENTS 219

11 Transitional Arrangements 219
11.1 Purpose of this Chapter **Error! Bookmark not defined.**

11.2 Application of the Rules to transitional arrangements **Error! Bookmark not defined.**
11.3 Transitional Capacity Auctions **Error! Bookmark not defined.**

CHAPTER 12: MONITORING 220

12 Monitoring 220
12.1 Purposes of this Chapter 220
12.2 Monitoring of construction progress of Prospective CMUs 220
12.3 Monitoring of Capacity Providers 221
12.4 Further monitoring obligations 222
12.5 Provision of information for monitoring purposes 222

CHAPTER 13: TESTING REGIME 223

13 Testing Regime 223
13.1 Purpose of this Chapter 223
13.2 DSR Test 223
13.2A New DSR Test 227
13.2B Joint DSR Test 228
13.2C New Joint DSR Test 233
13.3 Metering Test 234
13.4 Demonstrating satisfactory performance 237
13.4A Demonstrating extended performance 240
13.5 Site Audit 246

CHAPTER 13A: METERING RECOVERY FAULTS AND REPAYMENT OF CAPACITY PAYMENTS 249

13A. Metering Recovery Faults and Payments 249
13A.1 Purpose of this Chapter 249
13A.3 Errors with the submission of data 251
13A.4 Faulty Metering Equipment 253
13A.5 Submission of incorrect information 255
13A.6 Metering concerns following Site Audit 257
13A.7 Determining the repayment periods 257
13A.8 Repayment of capacity payments for a metering fault 257

CHAPTER 14: DATA PROVISION 259

14 Data provision 259
14.1 Purpose of this Chapter 259
14.2 General 259
14.3 BSCCo: Data provision 260
14.4 System Operator and Delivery Body: Data provision 261
14.5 Capacity providers: data provision 262

14.6 Other funding sources: Data provision 263

CHAPTER 15: REVIEW OF THE RULES 265

15 Review of the Rules 265

15.1 Review by the Secretary of State 265

15.2 Review by the Authority 265

CHAPTER 16: MODIFICATIONS IN RESPECT OF AGREEMENTS EXISTING ON 15 NOVEMBER 2018 AND IN RESPECT OF THE T-1 AUCTION FOR THE DELIVERY YEAR COMMENCING ON 1 OCTOBER 2019 267

16 Modifications in respect of agreements existing on 15 November 2018 and in respect of the T-1 auction for the Delivery Year commencing on 1 October 2019 267

16.1 Purpose of this Chapter **Error! Bookmark not defined.**

16.1A Definitions **Error! Bookmark not defined.**

16.2 Application of this Chapter in relation to Capacity Agreements that existed on 15 November 2018 **Error! Bookmark not defined.**

16.2ZA Application of Chapter 17 in relation to Capacity Agreements that existed on 15 November 2018 **Error! Bookmark not defined.**

16.2A Application of this Chapter in relation to the Conditional Agreement Auction **Error! Bookmark not defined.**

16.2B Application of other Rules in this Chapter **Error! Bookmark not defined.**

16.3 Modifications to obligations in respect of Capacity Agreements which existed on 15 November 2018 **Error! Bookmark not defined.**

16.3A Modifications to obligations in respect of 2019 T-1 Agreements **Error! Bookmark not defined.**

16.3B Modifications to Chapter 1 (General Provisions) **Error! Bookmark not defined.**

16.4 Modifications to Chapter 3 (Prequalification information)**Error! Bookmark not defined.**

16.4A Modifications to Chapter 4 (Determination of Eligibility) **Error! Bookmark not defined.**

16.4B Modifications to Chapter 5 (Capacity Auctions) **Error! Bookmark not defined.**

16.4C Modifications to Chapter 6 (Capacity Agreements) **Error! Bookmark not defined.**

16.4D Modifications to Chapter 7 (Capacity Market Register) **Error! Bookmark not defined.**

16.4E Modifications to Chapter 8 (Obligations of Capacity Providers and System Stress Events) **Error! Bookmark not defined.**

16.5 Modifications to Chapter 9 (transfer of capacity obligations) **Error! Bookmark not defined.**

16.5A Modifications to Chapter 10 (Volume Reallocation) **Error! Bookmark not defined.**

16.6 Modifications to Chapter 13 (testing regime) **Error! Bookmark not defined.**

16.7 Modifications to Chapter 14 (Data Provision) **Error! Bookmark not defined.**

16.8 Modifications to Schedule 1 (Template Capacity Agreement Notice) **Error! Bookmark not defined.**

CHAPTER 17: MODIFICATIONS IN RESPECT OF SUBSEQUENT CAPACITY AUCTIONS 268

17 Modifications in respect of Subsequent Capacity Auctions 268

17.1 Purpose of this Chapter 268

17.2 Definitions 268

17.3 Application of this Chapter in respect of Subsequent Capacity Auctions 268

17.4 Modifications to obligations in respect of Capacity Agreements awarded as a result of the T-3 Auction 268

17.5 Modifications to Chapter 2 (Auction Guidelines and De-rating) 268

17.6 Modifications to Chapter 4 (Determination of Eligibility) in respect of Applicant Credit Cover for a Subsequent Capacity Auction **Error! Bookmark not defined.**

17.7 Modifications to Chapter 6 (Capacity Agreements) 268

17.7A Modifications to Chapter 7 (Capacity Market Register) 268

17.8 Modifications to Chapter 9 (Transfer of Capacity Obligations) 268

17.9 Modifications to Chapter 13 (Testing Regime) 268

17.10 Modifications to Schedule 1 (Template Capacity Agreement Notice) 269

17.11 Modifications in respect of Capacity Agreements awarded as a result of a Subsequent Capacity Auction: Regulation (EU) 2019/2043 269

CHAPTER 18: MODIFICATIONS IN RESPECT OF THE EFFECTS OF CORONAVIRUS270

18 Modifications in respect of the effects of Coronavirus 270

18.1 Purpose of this Chapter **Error! Bookmark not defined.**

18.2 Application **Error! Bookmark not defined.**

18.3 Definitions **Error! Bookmark not defined.**

18.4 Modifications to Rule 1.2.1 (Definitions) **Error! Bookmark not defined.**

18.5 Modifications in respect of the Long Stop Date **Error! Bookmark not defined.**

18.6 Modifications in respect of Metering Test Certificate deadlines **Error! Bookmark not defined.**

18.7 Modifications in respect of Unproven DSR CMUs – eligibility for extended DSR Test and Metering Test deadlines **Error! Bookmark not defined.**

18.8 Modifications in respect of requirements for Independent Technical Expert reports for monitoring of construction progress of Prospective CMUs **Error! Bookmark not defined.**

18.9 Modifications in respect of suspension of Capacity Payments for failure to complete additional Satisfactory Performance Days **Error! Bookmark not defined.**

18.10 Modifications in respect of DSR Baseline Demand **Error! Bookmark not defined.**

18.11 Modifications in respect of new Termination Event relating to effects of Coronavirus **Error! Bookmark not defined.**

SCHEDULE 1: TEMPLATE CAPACITY AGREEMENT NOTICE 271

SCHEDULE 2: BASELINE METHODOLOGY 274

SCHEDULE 2A: BASELINE METHODOLOGY FOR STORAGE FACILITIES 276

SCHEDULE 3: GENERATING TECHNOLOGY CLASSES 278

SCHEDULE 3A: METHODOLOGY FOR DETERMINING THE DE-RATING FACTORS FOR AN INTERCONNECTOR CMU 281

SCHEDULE 3B: METHODOLOGY FOR DETERMINING THE DERATING FACTORS FOR STORAGE GENERATING TECHNOLOGY CLASSES THAT ARE DURATION LIMITED AND FOR NON-DISPATCHABLE GENERATING TECHNOLOGY CLASSES 282

SCHEDULE 4: RELEVANT BALANCING SERVICES 283

SCHEDULE 5: EXPERT DETERMINATION PROCEDURE 284

SCHEDULE 6: METERING STATEMENT 288

SCHEDULE 7: BESPOKE TECHNICAL REQUIREMENTS 294

SCHEDULE 8: CALCULATION OF FOSSIL FUEL EMISSIONS AND FOSSIL FUEL YEARLY EMISSIONS 312

SCHEDULE 9: STANDARD EMISSION FACTORS AND NET CALORIFIC VALUES 320

EXHIBIT ZA: FORM OF FOSSIL FUEL EMISSIONS DECLARATION 322

EXHIBIT ZB: FORM OF FOSSIL FUEL EMISSIONS COMMITMENT 329

EXHIBIT ZC: FORM OF FOSSIL FUEL REMOVAL DECLARATION 332

EXHIBIT ZD: FORM OF LOW CARBON DECLARATION 375

EXHIBIT A: FORM OF PREQUALIFICATION CERTIFICATE 334

EXHIBIT AA: FORM OF LONG STOP UTILISATION DECLARATION 380

EXHIBIT B: FORM OF PRICE-MAKER CERTIFICATE 342

EXHIBIT C: FORM OF CERTIFICATE OF CONDUCT 345

EXHIBIT D: FORM OF APPLICANT DECLARATION 347

EXHIBIT DA: FORM OF JOINT OWNER DECLARATION FOR EXISTING INTERCONNECTOR CMU 349

EXHIBIT DB: ALTERNATIVE FORM OF JOINT OWNER DECLARATION FOR EXISTING INTERCONNECTOR CMU 351

EXHIBIT DC: FORM OF JOINT OWNER DECLARATION FOR PROSPECTIVE INTERCONNECTOR CMU 353

EXHIBIT E: FORM OF AGENT NOMINATION FORM 355

EXHIBIT F: FORM OF AGGREGATOR DECLARATION 357

EXHIBIT G: FORM OF LEGAL OWNER DECLARATION 359

EXHIBIT H: FORM OF AGGREGATOR TRANSFER DECLARATION **360**

EXHIBIT I: FORM OF LEGAL OWNER TRANSFER DECLARATION **361**

EXHIBIT J: FORM OF FUNDING DECLARATION **362**

CHAPTER 1: GENERAL PROVISIONS

1 General Provisions

1.1 Citation and commencement

1.1.1 These Rules may be cited as the Capacity Market Rules 2014.

1.1.2 These Rules come into force on the same day as the Regulations (except for Part 11 and regulation 88) come into force.

1.2 Definitions

1.2.1 In these Rules:

the Act	means the Energy Act 2013
EA 1989	means the Electricity Act 1989
the Regulations	means the Electricity Capacity Regulations 2014 as amended in particular by the Electricity Capacity (Supplier Payment etc) Regulations 2014[1], the Electricity Capacity (Amendment) Regulations 2015[2], the Electricity Capacity (Amendment) (No 2) Regulations 2015[3], the Electricity Capacity (Amendment) Regulations 2016[4], the Electricity Capacity (Amendment) Regulations 2017[5], the (No 1) Regulations 2019[6], the (No.2) Regulations 2019[7], the Electricity Capacity (Amendment etc) (Coronavirus) Regulations 2020[8], and the Electricity Capacity (Amendment) Regulations 2021[9], the Electricity Capacity (Amendment) Regulations 2023[10], and the Electricity Capacity (Amendment) Regulations 2025 and references to a regulation by number alone are to the regulation so numbered in the Regulations
(No 1) Regulations 2019	means the Electricity Capacity (No 1) Regulations 2019
(No 2) Regulations 2019	means the Electricity Capacity (No 2) Regulations 2019
the Rules	means these Capacity Market Rules 2014
3 Year Minimum £/kW Threshold	Omitted

1 S. 2014/3354.
2 S.I. 2015/875.
3 S.I. 2015/1974.
4 S.I. 2016/742.
5 S.I. 2017/1053.
6 S.I 2019/862.
7 S.I 2019/1139.
8 S.I. 2020/697.
9 S.I. 2021/901.
10 S.I. 2023/860.

15 Year Minimum £/kW Threshold	Omitted
Acceptable Transferee	has the meaning given in Rule 9.2.6, 9.2.7 or 9.2.8 (as applicable)
Active Energy	means the electrical energy produced, flowing or supplied by an electric circuit during a time interval, being the integral with respect to time of instantaneous Active Power, measured in units of watt-hours or standard multiples thereof
Active Power	means the product of voltage and the in-phase component of alternating current measured in units of watts and standard multiples thereof, that is: (a) 1000 watts = 1 kW (b) 1000 kW = 1 MW
Additional Information	in respect of a CMU that is the subject of an Application, means the additional information and documents required to be submitted with the Application, as set out in one or more of the paragraphs below:: (a) in the case of an Application relating to an Existing Generating CMU, such information as is required pursuant to Rule 3.6; (aa) in the case of an Application relating to an Interconnector CMU, such information as is required pursuant to Rule 3.6A and/or 3.6B; (b) in the case of an Application relating to a New Build CMU, such information as is required pursuant to Rule 3.7; (c) in the case of an Application relating to a Refurbishing CMU, such information as is required pursuant to Rule 3.8; or (ca) in the case of an Application relating to a Prospective Generating CMU that the Applicant intends (pursuant to Rule 3.4.4A(b)(i) or (ii)) to be a Declared Long Stop CMU, such information and documents as are required pursuant to Rule 3.8A; or (d) in the case of an Application relating to a Proven DSR CMU, such information as is required pursuant to Rule 3.9; or (e) in the case of an Application relating to an Unproven DSR CMU, such information as is required pursuant to Rule 3.10; or

	(f) in the case of an Application relating to a Generating CMU or DSR CMU which an Applicant intends to be a Declared Low Carbon CMU, such information and documents as are required pursuant to Rule 3.10ZA
Adjusted Eij	means, for each CMU i, and Settlement Period j, from time to time, the sum of Eij and ACMVij
Adjusted Load Following Capacity Obligation (ALFCO)	has the meaning given in Rule 8.5.2
Administrative Parties	has the meaning given to that term in Regulation 2
Affected Person	has the meaning given to that term in Regulation 2
Agent	means a person nominated by an Applicant pursuant to Rule 3.3.5 to perform its obligations with respect to a CMU (whether as Applicant, Bidder or Capacity Provider) under the Regulations and the Rules
Agent Nomination Form	means an agent nomination form in the form set out in Exhibit E
Aggregate Offered Capacity	means, in relation to a price in a Capacity Auction, the aggregate of the Bidding Capacity for all Bidding CMUs that are not the subject of an Exit Bid with an Exit Price higher than such price
Aggregate Traded Capacity Market Volume (ACMV)	means the quantity determined in accordance with Rule 10.4.2
Aggregator Declaration	means a declaration in the form set out in Exhibit F
Aggregator Transfer Declaration	means a declaration in the form set out in Exhibit H
Anticipated De-rated Capacity	means the anticipated De-rated Capacity for a CMU, based on the information provided by an Applicant pursuant to Rule 3.4.5(a) and Rule 3.4.5(b) and the applicable De-rating Factor for the CMU and, in the case of a Generating CMU that comprises more than one Generating Technology Class, the applicable De- rating Factor for each Generating Unit
Applicable Baseline Methodology	means: (a) for the purposes of determining DSR Volume in the calculation of Eij for a DSR CMU during a System Stress Event, the baseline methodology in use at the time the DSR CMU pre-qualified for the relevant delivery year as recorded on the Capacity Market Register; and

(b) otherwise, the Baseline Methodology

Applicant	means the person that has submitted, or is entitled to submit, an Application with respect to a CMU as determined in accordance with Rule 3.2
Applicant Confidential Information	means all data and other information of whatever nature and in whatever form, including but not limited to written, oral, electronic and in a visual or machine- readable form (including but not limited to CD-ROM, magnetic and digital form) and relating to the affairs of an Applicant that is furnished to the Delivery Body, or CM Settlement Body by the Applicant or an Applicant-related Party under or in accordance with the Rules, the Regulations or the Auction Guidelines
Applicant Credit Cover	has the meaning given to that term in Regulation 59
Applicant Declaration	means an applicant declaration in the form set out in Exhibit D
Applicant-related Party	means, in relation to a CMU, its Applicant (or Bidder or Capacity Provider, as applicable) and any Agent its Applicant may appoint
Application	means the application that is to be completed by the Applicant in accordance with Rule 3.3.6(a) and includes a Registration Declaration
Application Process	has the meaning given in Rule 3.1.1
Approved Metering Solution	means (a) a Metering Configuration Solution (including CM Aggregation Rules) approved by the CM Settlement Body which is an arrangement of Metering Equipment for: (i) a Generating Unit that is not a BM Unit; (ii) a DSR CMU Component that is not a BM Unit; or (iii) a CMU that is a partial BM Unit; or (b) a Metering Configuration Solution in respect of a Generating Unit or DSR CMU Component where such Metering Configuration Solution is comprised of a BM Unit that is registered in the Central Meter Registration Service in accordance with the BSC and CM Aggregation Rules are in place
Associated Fossil Fuel Component	means a Fossil Fuel Component which supplies electricity to a Storage Facility:

	(a) via a Private Network; or (b) as an Electricity Supplier in respect of that Storage Facility
Auction Acquired Capacity Obligation	has the meaning given in Rule 8.5.3
Auction Guidelines	has the meaning given in Rule 2.2.1
Auction Monitor	has the meaning given in Rule 5.14.1(a)
Auction Parameters	has the meaning given to that term in Regulation 11
Auction Results Day	has the meaning given in Rule 5.10.6
Auction Target Capacity	has the meaning given to that term in Regulation 11(3)
Auction Window	has the meaning given to that term in Regulation 2
Auctioneer	has the meaning given to that term in Regulation 24
Authority	means the Gas and Electricity Markets Authority
Automatic Low Frequency Demand Disconnection	means an automatic low frequency demand disconnection pursuant to OC6.6 of the Grid Code
Auxiliary Load	has the meaning given to that term in Regulation 2
Average Output	has the meaning given in Rule 3.5.4
Back-feed Milestone	means: (a) for a Transmission CMU, the date on which its Energisation Operational Notification is received; and (b) for any other Generating CMU, the commencement of activities to commission the Generating Unit(s) comprising the Generating CMU which involve energizing that Generating Unit
Balancing and Settlement Code (BSC)	has the meaning given to that term in Regulation 2 of the Regulations
Balancing Mechanism	has the meaning given to that term in the NGET Transmission Licence
Balancing Mechanism Reporting Agent or BMRA	has the meaning given to that term in Annex X-1 of the BSC

Balancing Mechanism Reporting Service or BMRS	has the meaning given to that term in Annex X-1 of the BSC
Balancing Service	has the meaning given to that term in the NGET Transmission Licence
Balancing Services Metering Configuration Solution	means a Metering System installed to comply with one of the following Relevant Balancing Services: (a) Short Term Operating Reserve; (b) Frequency Control by Demand Management; or (c) Firm Frequency Response
Base Period	has the meaning given to that term in Regulation 2 of the Regulations
Baseline Demand	means: for a DSR CMU Component and a Settlement Period, the baseline Demand of that DSR CMU Component in that Settlement Period calculated in accordance with the Applicable Baseline Methodology for a Generating Unit which forms part of a Storage Facility, the Baseline Demand of that Generating Unit calculated in accordance with Schedule 2A
Baseline Methodology	means the methodology set out in Schedule 2
Bespoke Metering Configuration Solution	means a Metering System using additional on-site Meters to demonstrate output behind the pre-existing Meter Point which is installed to comply with the Bespoke Technical Requirements
Bespoke Technical Requirements	means the technical requirements for the Bespoke Metering Configuration Solution set out in Schedule 7 containing technical information relating to Meter Points, measured quantities and demand values for Metering Systems, Metering Equipment criteria and commissioning, records and proving
Bid	means a Continuing Bid or Exit Bid made (or deemed to be made) by a Bidder with regard to a Bidding CMU in accordance with Chapter 5 (and “Bidding” must be construed accordingly)
Bid-Offer Acceptance	means a confirmed bid-offer acceptance issued by the System Operator to a BM Unit in accordance with BC2.7 of the Grid Code
Bidder	means, for a Capacity Auction:

	(a) each Applicant for an Existing CMU which has Prequalified; and (b) each Applicant for any other Prequalified CMU in relation to which a confirmation has been submitted pursuant to Rule 5.5.14
Bidding Capacity	means, for a Bidding CMU, its De-rated Capacity
Bidding CMU	means, for a Capacity Auction: (a) each Existing CMU which has Prequalified; and (b) each other Prequalified CMU in respect of which a confirmation has been submitted pursuant to Rule 5.5.14
Bidding Round	has the meaning given in Rule 5.5.5
Bidding Round Price Cap	has the meaning given in Rule 5.5.6
Bidding Round Price Floor	has the meaning given in Rule 5.5.6
Bidding Round Price Spread	has the meaning given in Rule 5.5.6
Bidding Window	has the meaning given in Rule 5.5.20
Bilateral Connection Agreement	means an agreement entered into pursuant to paragraph 1.3.1 of the CUSC, a form of which is set out in Exhibit 1 to Schedule 2 of the CUSC
Bilateral Embedded Generation Agreement	means an agreement entered into pursuant to paragraph 1.3.1 of the CUSC, a form of which is set out in Exhibit 2 to Schedule 2 of the CUSC
BM Responsible Party	means the person responsible for an Export under the BSC
BM Unit	has the meaning given to that term in the BSC
Boundary Point	means: (a) for a Generating CMU, any point at which any plant or apparatus not forming part of the Total System is connected to the Total System; (b) for an Interconnector CMU, any point at which any plant or apparatus forming part of the Electricity Interconnector is connected to the GB Transmission System

BSCCo	means ELEXON Limited (or any successor to that company acting in the capacity as BSCCo under the BSC)
Capacity Agreement	has the meaning given in Rule 6.2.1
Capacity Agreement Notice	means a notice issued by the Delivery Body to a Capacity Provider setting out the terms of the Capacity Agreement of that Capacity Provider for a Capacity Committed CMU
Capacity Auction	means a capacity auction conducted pursuant to Rule 5
Capacity Committed CMU	has the meaning given to that term in Regulation 2
Capacity Market Confidential Information	means all data and other information of whatever nature and in whatever form, including but not limited to written, oral, electronic and in a visual or machine- readable form (including but not limited to CD-ROM, magnetic and digital form) either: (a) relating to the affairs of an Applicant or CMU to the extent relevant to its participation in the capacity market or its obligations under the Regulations or the Rules; or (b) supplied to an Applicant Related Party under or in accordance with the Rules, the Regulations or the Auction Guidelines
Capacity Market Emissions Chapter	means a separate division of the Capacity Market Register: (a) established and maintained by the Delivery Body in accordance with Rule 7.2B; (b) which records the matters specified in Rule 7.4B in respect of Fossil Fuel Components comprised in Capacity Committed CMUs as described in Fossil Fuel Emissions Declarations provided to the Delivery Body
Capacity Market Notice	means a notice issued in accordance with Rule 8.4.6
Capacity Market Register	has the meaning given to that term in Regulation 2
Capacity Market Metering Register	means a register maintained by the CM Settlement Body to record approved metering solutions and related information, metering related obligations set out in Chapter 7 for each CMU and DSR Component Reallocation set out in Chapter 8.3.4 from time to time

Capacity Market Volume Reallocation Notification or CMVRN	means a notification of Traded Capacity Market Volume in relation to one or more Settlement Periods
Capacity Obligation	has the meaning given to that term in Regulation 2
Capacity Payment	has the meaning given to that term in Regulation 2
Capacity Provider	means, for any Capacity Committed CMU and Delivery Year or part of a Delivery Year: (a) the person who was the Applicant for that CMU at Prequalification; or (b) if a transfer of the Capacity Agreement for that CMU and Delivery Year or part of a Delivery Year has been registered on the Capacity Market Register, the transferee
Capacity Volume Register	means the register maintained by the CM Settlement Body to record the information set out in Rule 10.5 for each CMU from time to time
Capacity Year	has the meaning given to that term in Regulation 2
Capital Expenditure	means the capital expenditure (as determined under International Accounting Standard 16) in relation to property, plant and equipment which has the primary purpose of delivering capacity: (a) for a Generating CMU or an Unproven DSR CMU, on that CMU; or (b) for an Interconnector CMU, on that CMU together with the Non-GB Part
CCS CFD	has the meaning given to that term in Regulation 34A(4)
CCS CFD Evidence	has the meaning given to that term in Rule 6.10.5
CCS CFD Payment Start Date	has the meaning given in Regulation 34A(4)
CCS CFD Related Termination Date	has the meaning given to that term in Regulation 34A(4)
CCS CFD Transfer Notice	has the meaning given to that term in Regulation 34A(4)
CCS CFD Transfer Notice Window	means the period from the date which is 41 Working Days prior to the first Bidding Window of a T-4 Auction to the date which is 11 Working Days prior to that Bidding Window

CCS CFD Transfer Refusal Notice has the meaning given to that term in Rule 6.10.6(b)(ii)

CCUS means carbon capture, utilisation and storage

Central Meter Registration Service has the meaning given to that term in the BSC

Certificate of Conduct means a certificate of conduct in the form set out in Exhibit C

CFD has the meaning given to that term in Regulation 2

CFD Counterparty has the meaning given to that term in Regulation 2(1)

CFD Transfer Notice has the meaning given to that term in Regulation 34

CHPQA Calendar Year

(a) unless paragraphs (b) or (c) apply, means a continuous period of 12 months commencing on 1 January during the first Delivery Year of a Capacity Agreement; or

(b) means:

(i) where, in respect of a New Build, Refurbishing, or Unproven DSR CMU, a Capacity Agreement takes effect (in accordance with Rule 6.7.4(a)(ii), Rule 6.8.5, or Rule 6.7A.1(b) as applicable) on a date after the start of a Delivery Year ("Delivery Year X") and before 31 December within Delivery Year X; or

(ii) where, an Emissions Related Material Change occurs on a date after the start of Delivery Year X and before 31 December within Delivery Year X,

a continuous period of 12 months commencing on 1 January during Delivery Year X;

(c) means:

(i) where, in respect of a New Build, Refurbishing, or Unproven DSR CMU, a Capacity Agreement takes effect (in accordance with Rule 6.7.4(a)(ii), Rule 6.8.5, or Rule 6.7A.1(b) as applicable) on a date on or after 1 January within a Delivery Year ("Delivery Year Y") and no later than the end of Delivery Year Y; or

(ii) where, an Emissions Related Material Change occurs on a date on or after 1

January within Delivery Year Y and no later than the end of Delivery Year Y,

a continuous period of 12 months commencing on 1 January during the Delivery Year immediately after Delivery Year Y

CHPQA Certificate	means a certificate issued in respect of a combined heat and power plant following assessment of the station against criteria set out in the CHPQA Standard
CHPQA Standard	means the Combined Heat and Power Quality Assurance Standard, issue 8, March 2021
Clearing Capacity	means, for any Capacity Auction, the capacity (in MW) at the Clearing Price in that auction as determined by the Demand Curve
Clearing Price	means, for any Capacity Auction, the price per MW per year determined by the Capacity Auction to be payable to Capacity Committed CMUs which have been successful in the Capacity Auction, and being the price for a Capacity Agreement for one Delivery Year as at the Base Period for that Capacity Auction
Clearing Round	has the meaning given in Rule 5.9.2
CM Aggregation Rules	for an Approved Metering Solution means the formula used to calculate relevant volumes for any Settlement Period
CM Settlement Body	means Electricity Settlements Company Limited (registered number 08961281) or such other person appointed in accordance with Regulation 80
CM Settlement Body Portal	means the IT online service through which relevant Rules are administered by the CM Settlement Body or its agents. Pursuant to which, without limitation, information pertinent to an approved metering solution and all notifications to be made by, or to, the CM Settlement Body in relation to the relevant Rules must be submitted
CMRS CMU	means a Transmission CMU or a CMRS Distribution CMU
CMRS Distribution CMU	means a Generating CMU, each Generating Unit of which Exports electricity to a Distribution Network where the Metering System for the corresponding BM Unit is registered in the Central Meter Registration Service in accordance with the BSC
CMU	has the meaning given to that term in Regulation 2
CMU Transferee	has the meaning given in Rule 9.2.4

CMVR Registered CMU	has the meaning given in Rule 10.1A.2
CMVR Registered Participant	means a person who has been registered under Rule 10.1A.2
CMVR Transferee	has the meaning given to it in Rule 10.2.1
CMVR Transferor	has the meaning given to it in Rule 10.2.1
$CO2_{Generated}$	has the meaning given in Part 4.2 of Schedule 8
$CO2_{Transferred}$	has the meaning given in Part 4.2 of Schedule 8
Commercial Production Start Date	means the date on which a Generating Unit, when commissioned (within the meaning of Regulation 2): (a) first starts providing electricity (within the meaning of Regulation 3); and (b) is capable of being controlled independently from any other Generating Unit
Conditional Agreement Auction	omitted
Conditional Capacity Agreement	omitted
Connection Capacity	means: (a) with respect to a Generating CMU or a Generating Unit, the capacity of that Generating CMU or Generating Unit as determined pursuant to Rule 3.5; or (b) with respect to an Interconnector CMU, the capacity of that Interconnector CMU as determined under Rule 3.5A
Connection and Use of System Code (CUSC)	has the meaning set out in the NGET Transmission Licence
Connection Entry Capacity	has the meaning given to that term in section 11 of the CUSC
Construction Milestones	means for any Prospective CMU, the Financial Commitment Milestone and the milestones to completion contemplated by Rule 3.7.2(b)
Construction Plan	means all the information provided pursuant to Rule 3.7.2
Consumer Prices Index (CPI)	means the UK Consumer Prices Index (All Items) published by the Office for National Statistics or, if such

	index ceases to be published, such other consumer prices index or any index which may replace it
Consumption	means the electrical energy consumed by a Generating Unit that is part of a Storage Facility
Continuing Bid	has the meaning given to it in Rule 5.7.1
Contracted Capacity	means, with respect to a Capacity Auction, the aggregate Bidding Capacity of the CMUs that were awarded a Capacity Agreement pursuant to Rule 5.9.7 or Rule 5.9.7A (as applicable)
Contractual DSR Control	has the meaning given to that term in Regulation 5
Core Generating Plant	means any combination of generators, turbines and other machinery or devices ("Apparatus") which are connected physically and operated together as part of one Generating Unit which: (a) transform energy from a fuel source into mechanical or electrical form (or both); (b) are driven by water, other than by tidal flows, waves, ocean currents or geothermal sources; (c) convert stored energy into electrical energy; or (d) transform energy from an Intermittent Power Source into electrical form
Core Industry Document	means each of the Connection and Use of System Code, the Balancing and Settlement Code and the Grid Code
Core Industry Document Owner	means, in relation to a Core Industry Document, the body or entity which is responsible for the management and operation of procedures for making changes to such documents
Core Winter Period	means a period beginning with 1 December in any year and ending with the last day of the following February
Customer	has the meaning given to that term in Regulation 2
Declared 12 Month Long Stop CMU	means a Prospective Generating CMU: (a) which is a Declared Low Carbon CMU; (b) in respect of which the Applicant provided with its Application a Long Stop Utilisation Declaration, Part 2 of which specified a period of 12 months; and (c) which, in the Capacity Auction for which it Prequalifies pursuant to that Application, is

awarded a Capacity Agreement pursuant to that Application with a duration of three or more, and up to fifteen Delivery Years;

Declared 24 Month Long Stop CMU means a Prospective Generating CMU:

(a) which is a Declared Low Carbon CMU;

(b) in respect of which the Applicant provided with its Application a Long Stop Utilisation Declaration, Part 2 of which specified a period of 24 months; and

(c) which, in the Capacity Auction for which it Prequalifies pursuant to that Application, is awarded a Capacity Agreement with a duration of nine or more, and up to fifteen Delivery Years

Declared Long Stop CMU means a Declared 12 Month Long Stop CMU or a Declared 24 Month Long Stop CMU

Declared Low Carbon CMU means a CMU in respect of which an Applicant or Capacity Provider provides a Low Carbon Declaration

Defaulting CMU means, in relation to a Capacity Auction in respect of Delivery Year "t", a Defaulting Interconnector CMU or a CMU that includes a Generating Unit or DSR CMU Component that has previously formed part of any CMU:

(a) that was disqualified from Bidding under Rule 5.4 in any prior Capacity Auction relating to Delivery Years t, t-1 or t-2;

(b) in respect of which a Capacity Agreement relating to Delivery Years t, t-1 or t-2 has been terminated due to an actual or suspected engagement in one or more of the Prohibited Activities; or

(c) that participated in a Capacity Auction relating to Delivery Years t, t-1 or t-2 but has not been awarded a Capacity Agreement for those corresponding Delivery Years, and for which there has been actual engagement in one or more of the Prohibited Activities

Defaulting Interconnector CMU means, in relation to a Capacity Auction in respect of Delivery Year "t", an Interconnector CMU to which paragraph (a) or (b) or (c) of the definition of "Defaulting CMU" applies

Delivery Body has the meaning given to that term in Regulation 2

Delivery Period means the Delivery Year or Delivery Years for which a Capacity Obligation would be awarded in respect of a CMU ("CMU i") if a bid in respect of CMU i were

	accepted at the Capacity Auction for which the Applicant is applying for Prequalification
Delivery Year	has the meaning given to that term in Regulation 2
Demand	means the demand for Active Power (in MW)
Demand Curve	has the meaning given to that term in Regulation 2
Demand Reduction Instruction	means a demand reduction instruction pursuant to OC6.5 of the Grid Code
Demand Side Response	has the meaning given to that term in Regulation 2
De-rated Capacity	means, for any Generating CMU or DSR CMU and Capacity Auction, an amount (in MW to three decimal places) equal to the product of: (a) for a Generating CMU, its Connection Capacity; or (b) for a DSR CMU: (i) unless sub-paragraph (ii) applies, its DSR Capacity, or, (ii) if an amount of capacity has been nominated under Rule 5.5.11, that capacity; and the De-rating Factor, provided that the De-rated Capacity of a Pre-Refurbishment CMU must not exceed the De-rated Capacity of the related Refurbishing CMU; means, for any Interconnector CMU and Capacity Auction, an amount (in MW to three decimal places) equal to the lower of: (a) the product of its Connection Capacity and De-rating Factor; or (b) the total Transmission Entry Capacity secured by Grid Connection Agreements for the relevant Delivery Year and evidenced in accordance with Rule 3.6A
De-rating Factor	means, for a Capacity Auction, the factors (expressed to two decimal places) to be applied to each of the Generating Technology Classes, to each Interconnector CMU and to DSR CMUs for the purpose of calculating the De-rated Capacity of a CMU
Design Efficiency	has the meaning given to that term in Schedule 8

Design Efficiency CHPQA Formula	has the meaning given in Part 3.1(c) of Schedule 8
Design Efficiency Formula	has the meaning given in Part 3.1(a) of Schedule 8
Design Efficiency Steam Formula	has the meaning given in Part 3.1(b) of Schedule 8
Despatch Control	means, for a Generating CMU, control exercised by a person over whether or not the Generating Unit(s) comprised in that Generating CMU generate(s) in a Settlement Period, provided that a person does not cease to have Despatch Control by: (a) contracting with another person for the service of operating the Generating Unit(s); (b) contracting with another person to supply electricity in a Settlement Period; (c) in the case of a CMRS CMU, agreeing that another person may be the BM Responsible Party under the BSC; or (d) entering into a Balancing Services Contract with the System Operator
Despatch Controller	means, for a Generating CMU, the person exercising Despatch Control with respect to each Generating Unit comprised in that Generating CMU
Director	means, in relation to the certificates, nomination form and declarations in Exhibits ZA to J, a director of a company or, in the case of a body other than a company, an officer of that body, including any authorised signatory
Distribution CMU	means a CMRS Distribution CMU or a Non-CMRS Distribution CMU
Distribution Code	means the Distribution Code required to be prepared by a DNO in accordance with standard condition 9 (Distribution Code) of the licence granted to it pursuant to section 6(1)(c) of EA 1989
Distribution Connection Agreement	means, for a Distribution CMU, an agreement entered into between a DNO and the person responsible for that CMU for the connection of that CMU to, and use of, a Distribution Network
Distribution Network	has the meaning given to that term in Regulation 2
Distribution Network Operator (DNO)	has the meaning given to that term in Regulation 2

DSR Alternative Delivery Period	means a continuous period of 30 minutes
DSR Capacity	means: (a) in the case of a Proven DSR CMU, its Proven DSR Capacity; and (b) in the case of an Unproven DSR CMU, its Unproven DSR Capacity, expressed in MW to one decimal place
DSR CMU	means a demand side response CMU as defined in Regulation 2
DSR CMU Component	means a demand side response CMU component as defined in Regulation 2
DSR CMU Component Class	has the meaning given in Rule 3.9.3(c)
DSR Partial Credit Cover Release	has the meaning given in Rule 6.7B
DSR Provider	has the meaning given to that term in Regulation 5
DSR Test	means a test of a DSR CMU carried out pursuant to Rule 13.2, or a Joint DSR Test
DSR Test Certificate	means a certificate issued by the Delivery Body in relation to a DSR CMU following a DSR Test pursuant to Rule 13.2.11
DSR Volume	means the excess (if positive) of: (a) the sum of the Baseline Demand of each DSR CMU Component comprised in the DSR CMU in that Settlement Period, over (b) the sum of the Metered Volume (positive or negative) of each DSR CMU Component comprised in the DSR CMU in that Settlement Period, expressed in MWh to three decimal places and, for these purposes, a net imported Metered Volume is positive and a net exported Metered Volume is negative
Duration Bid	means, with respect to a Bidding CMU in a Capacity Auction, a submission by the Bidder specifying the duration of Capacity Agreement in whole Delivery Years that the Bidder requires at any particular price as amended during the Capacity Auction by any Duration Bid Amendment

Duration Bid Amendment	has the meaning given to it in Rule 5.6.4
Duration Limited	has the meaning given to it in Rule 2.3.4B
Dynamic Parameters	means those parameters listed in Appendix 1 to BC1 of the Grid Code under the heading "BM Unit Data – Dynamic Parameters"
EFW	has the meaning given in Part 5.1(a) of Schedule 8
Eij	for CMU "i" and Settlement Period "j", has the meaning given by Rule 8.6
Electricity Interconnector	has the meaning given to that term in section 4(3E) EA 1989 (but does not include any line or plant landward of the converter station)
Electricity Production	has the meaning given to that term in Schedule 8
Electricity Supplier	has the meaning given to that term in Regulation 2
Eligible Secondary Trading Entrant	means a Secondary Trading Entrant which has Prequalified in accordance with Rule 4.9
Emergency Instruction	means an instruction issued by the System Operator in accordance with BC2.9 of the Grid Code
Emergency Manual Disconnection Instruction	means a demand disconnection instruction pursuant to OC6.7 of the Grid Code
Emissions Component	means a Generating Unit or DSR CMU Component which is one or more of the following: (a) a Fossil Fuel Component; (b) an Other Emitting Component
Emissions Related Material Change	(a) in respect of a CMU, means adding at least one Fossil Fuel Component with an Installed Capacity equal to or greater than 1MW or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component with an Installed Capacity equal to or greater than 1MW; (b) in respect of a Fossil Fuel Component or Associated Fossil Fuel Component with an Installed Capacity equal to or greater than 1MW, means adding or removing at least one fuel used to produce electricity or any other change which alters its Fossil Fuel Emissions or Fossil Fuel Yearly Emissions; and

	(c)	in respect of a Fossil Fuel Component or Associated Fossil Fuel Component with an Installed Capacity below 1MW, means any change which alters its Installed Capacity so that it is equal to or greater than 1MW
Emissions Year	(a)	subject to paragraph (c), in respect of a Fossil Fuel Emissions Declaration which is provided with an Application, means a continuous period of 12 months starting no earlier than the date which is 14 months before the commencement of the Prequalification Window in which the Application is made and ending no later than the commencement of that Prequalification Window;
	(b)	subject to paragraph (c), in respect of a Fossil Fuel Emissions Declaration which is provided other than with an Application, means a continuous period of 12 months starting no earlier than the date which is 14 months before the date on which the Fossil Fuel Emissions Declaration is provided to the Delivery Body and ending no later than the date on which the Fossil Fuel Emissions Declaration is provided to the Delivery Body; and
	(c)	in respect of a Fossil Fuel Emissions Declaration, whether provided with an Application or otherwise, that includes the results of calculations made in accordance with formulae set out in Schedule 8 and using data from a Qualifying CHPQA Certificate, means the period of 12 months covered by the Qualifying CHPQA Certificate
EMR Delivery Body Portal	means the IT infrastructure through which the Regulations and the Rules are administered by the Delivery Body and pursuant to which, without limitation:	
	(a)	Applications are submitted;
	(b)	Prequalification is administered;
	(c)	the Capacity Market Register may be viewed;
	(d)	the IT Auction System may be accessed; and
	(e)	all notifications to be made by, or to, the Delivery Body in relation to the Regulations and the Rules must be submitted
Energisation Operational Notification (EON)	has the meaning given to that term in the Grid Code	
Excess Capacity	has the meaning given to it in Rule 5.5.18	

Excess Capacity Rounding Threshold	is a parameter set by the Auctioneer in accordance with Rule 5.5.8A
Excluded CMU	means: (a) for a Capacity Auction for Delivery Year "t", an Existing CMU (or any Generating Unit forming part of an Existing Generating CMU) that is, for any Capacity Auction in respect of Delivery Years t-1 or t-2, Retired; (b) Omitted
Exemptable Generating Plant	has the meaning given in the BSC
Existing CMU	means an Existing Generating CMU or an Existing Interconnector CMU
Existing Generating CMU	means a CMU falling within sub-paragraphs (1)(a) or (1)(c) of the definition of "generating CMU" in Regulation 4
Existing Interconnector CMU	means an Interconnector CMU falling within Regulation 5A(1)(a)
Exit Bid	has the meaning given to it in Rule 5.8.1
Exit Price	has the meaning given to it in Rule 5.8.2(b)
Exit Ranking	has the meaning given to it in Rule 5.9.4(a)
Expected Energy Unserved	means the amount of Total System demand for electricity in MWh that may not be met by supply in any given Capacity Year
Expert	has the meaning given to it in paragraph 2.1.4 of Schedule 5
Expert Determination Notice	has the meaning given to it in paragraph 2.1 of Schedule 5
Expert Determination Procedure	has the meaning given to it in paragraph 1 of Schedule 5
Export	has the meaning given to that term in Regulation 2
extended performance	has the meaning given in Rule 13.4A.3
Extended Years Criteria	has the meaning given in Rules 8.3.6B and 8.3.6C
Fifteen Year Minimum £/kW Threshold	means, where an Application is made in respect of a CMU, the 15 Year Minimum £/kW Threshold, as defined in Regulation 11(3), that is applicable in relation to the

	Capacity Auction in respect of which the Application is made
Final Physical Notification Data (FPN)	has the meaning given in the BSC
Financial Commitment Milestone	means, for a Prospective CMU, the provision to the Delivery Body of: (a) a report by an Independent Technical Expert meeting the Required Technical Standard confirming the Capital Expenditure and financial commitment requirements specified in Rule 6.6; and (b) a Funding Declaration
First Demonstration Day	has the meaning given in Rule 13.4A.2(a)(i)
First Full Capacity Auction	omitted
First Submission	has the meaning given to it in paragraph 3.3.2 of Schedule 5
FON	means a final operational notification, with the meaning given to that term in the Grid Code
Fossil Fuel	means: (a) coal; (b) lignite; (c) peat; (d) natural gas (within the meaning of section 21 of the Energy Act 1976); (e) crude liquid petroleum; (f) bitumen; (g) any substance which— (i) is produced directly or indirectly from a substance mentioned in paragraphs (a) to (f) for use as a fuel for a Generating Unit; and (ii) when burned, produces a greenhouse gas (within the meaning of section 92 of the Climate Change Act 2008)

Fossil Fuel Component	means any Generating Unit or DSR CMU Component (where that component comprises of a Generating Unit) which produces electricity using at least one Fossil Fuel
Fossil Fuel Emissions	means, in respect of a Fossil Fuel Component, the value (expressed in gCO_2 per kWhe) determined in accordance with one of the formulae in Part 1 of Schedule 8
Fossil Fuel Emissions CCUS Formula	has the meaning given in Part 1.1(b) of Schedule 8
Fossil Fuel Emissions Commitment	means a declaration in the form set out in Exhibit ZB
Fossil Fuel Emissions Composite Formula	has the meaning given in Part 1.1(d) of Schedule 8
Fossil Fuel Emissions Declaration	means a declaration in the form set out in Exhibit ZA, which complies with the requirements in Rule 3.15
Fossil Fuel Emissions Formula	has the meaning given in Part 1.1(a) of Schedule 8
Fossil Fuel Emissions Limit	means 550g of carbon dioxide of Fossil Fuel origin per kWh of electricity generated
Fossil Fuel Emissions Mixed Fuel Formula	has the meaning given in Part 1.1(c) of Schedule 8
Fossil Fuel Removal Declaration	means a declaration in the form set out in Exhibit ZC
Fossil Fuel Yearly Emissions	means, in respect of a Fossil Fuel Component, the value (expressed in kg CO_2 per kWe) determined in accordance with the formula in Part 2 of Schedule 8
Fossil Fuel Yearly Emissions Limit	means 350 kg CO_2 of Fossil Fuel origin on average per year per installed kWe
FS	has the meaning given in Part 8.1 of Schedule 8
Funding Declaration	means a declaration in the form set out in Exhibit J
GB Transmission System	has the meaning given to the term 'national electricity transmission system' in the NGET Transmission Licence
General Eligibility Criteria	has the meaning given to that term in Regulation 15
Generating CMU	has the meaning given to that term in Regulation 4
Generating Technology Class	means a class of Generating Unit, defined by the technology used to generate electricity, for which the Secretary of State requires the Delivery Body to publish

	a De-Rating Factor, identified in the list attached as Schedule 3
Generating Unit	means any equipment in which electrical conductors are used or supported or of which they form part which produces electricity, and includes such equipment which produces electricity from storage
Generating Unit Fuel Type	means each fuel used by a Generating Unit which produces electricity using fuel
Generation Licence	means a licence for the generation of electricity, as modified from time to time, granted pursuant to section 6(1)(a) of EA 1989
Generation Licence Exemption	means an exemption from section 4(1)(a) of EA 1989 granted under section 5 of EA 1989
Generator	means a person who generates electricity under a Generation Licence or a Generation Licence Exemption acting in its capacity as a generator in Great Britain or the Offshore Area
Governing Documents	means each of the following documents that are applicable to a Metering Configuration Solution: (a) in respect of the Balancing Services Metering Configuration Solution: (i) Short Term Operating Reserve - STOR Despatch Procedure version 1.3; or (ii) Frequency Control by Demand Management – the relevant bilateral agreement between the Generator and System Operator; or (iii) Firm Frequency Response – the relevant framework agreement or relevant bilateral agreement between the Generator and System Operator; (b) in respect of the Bespoke Metering Configuration Solution, the Bespoke Technical Requirements; (c) in respect of the Supplier Settlement Metering Configuration Solution, the version of the BSC Metering Codes of Practice applicable at the date of installation of the Applicant's/Capacity Provider's Metering System
Grid Code	has the meaning given to that term in the Transmission Licence

Grid Connection Agreement	means, in relation to a Transmission CMU or an Interconnector CMU, a Bilateral Connection Agreement between the System Operator and a person responsible for the CMU
Grid Entry Point	means an Onshore Grid Entry Point (as defined in the Grid Code) or an Offshore Grid Entry Point (as defined in the Grid Code)
Grid Supply Point	means a point of supply from the Transmission Network to DNOs or Non Embedded Customers (as defined in the Grid Code)
Group	means, for any person, another person who is the direct or indirect Holding Company of that person and any Subsidiary of that Holding Company
GWh	means gigawatt hours
Half Hourly Data Aggregators	has the meaning given in the BSC
Half Hourly Data Collectors	has the meaning given in the BSC
Half Hourly Metering System	has the meaning given in the BSC
High Demand Settlement Period	means: (a) in relation to the calculation of a De-rating Factor for the CCGT Generating Technology Class, a Settlement Period in a Core Winter Period where demand is above the 90th percentile of the Demand in all the Settlement Periods falling between 7am and 7pm on Working Days in that Core Winter Period; (b) in relation to the calculation of a De-rating Factor for any other Generating Technology Class or for DSR CMUs, a Settlement Period in a Core Winter Period where demand is above the 50th percentile of the Demand in all the Settlement Periods falling between 7am and 7pm on Working Days in that Core Winter Period
Holding Company	means, in relation to a company, any other company in respect of which it is a Subsidiary
Independent	means, for any technical expert or emissions verifier engaged by an Applicant or Capacity Provider, that the technical expert or emission verifier is: (a) not in the same Group as the Applicant or Capacity Provider (as the case may be); and

(b) neither engaged on terms, nor party to any other arrangements, which could allow the Applicant or Capacity Provider or any member of the Applicant's or Capacity Provider's Group to exercise undue influence on any report, assessment, certificate or commentary prepared by that technical expert or emissions verifier or otherwise compromise the objectivity of any such report, assessment, certificate or commentary

Independent Emissions Verifier means a person who:

(a) is Independent of the relevant Applicant or Capacity Provider;

(b) is engaged by the relevant Applicant or Capacity Provider at its expense to verify calculations of Fossil Fuel Emissions (and, where relevant, Fossil Fuel Yearly Emissions) required for its Fossil Fuel Emissions Declaration;

(c) is accredited to verify the combustion of fuels in installations that result in the emission of carbon dioxide;

(d) is accredited under the International Organisation for Standardisation standard ISO 14065;

(e) if established in the United Kingdom, is accredited by the United Kingdom national accreditation body (the United Kingdom Accreditation Service (UKAS)), appointed under the Accreditation Regulations 2009 (S.I. 2009/3155); and

(f) if established outside the United Kingdom, is accredited by an accreditation body that is a member and signatory of one or more of the following:

(i) the European Cooperation of Accreditation (EA);

(ii) the International Laboratory Accreditation Cooperation (ILAC); or

(iii) the International Accreditation Forum (IAF)

Independent Technical Expert means a person who:

(a) is independent of the relevant Capacity Provider;

(b) is engaged by the relevant Capacity Provider at its expense to prepare the technical assessment, report, certificate or commentary required by

Rules 6.6, 6.7, 6.7B, 6.10, 8.3 or 12.2 to the Required Technical Standard; and

(c) if the person is:

(i) engaged in respect of a Prospective Generating CMU, an experienced technical expert with international experience and expertise in the construction and operation of Generating Units;

(ii) engaged in respect of a Prospective Interconnector CMU, an experienced technical expert with international experience and expertise in the construction and operation of Electricity Interconnectors; and

(iii) engaged in respect of an Unproven DSR CMU, an experienced technical expert with experience and expertise in Demand Side Response

Initial Over- Delivery Volume means, in relation to a CMU for any Settlement Period which was a System Stress Event, the amount, being a positive number, by which Eij exceeds ALFCOij

Initial Under- Delivery Volume means, in relation to a CMU for any Settlement Period which was a System Stress Event, the amount, being a positive number, by which ALFCOij exceeds Eij

Insolvent means, for an Applicant or Capacity Provider, that any of the following occurs or has occurred:

(a) it is, or is deemed for the purposes of section 123(1)(e) or 123(2) of the Insolvency Act 1986 to be, unable to pay its debts as they fall due (save that the words “proved to the satisfaction of the court” are deemed omitted from such sections);

(b) it admits its insolvency or its inability to pay its debts as they fall due;

(c) it suspends making payments on any of its debts or announces an intention to do so;

(d) by reason of actual or anticipated financial difficulties, it begins negotiations with any creditor for the rescheduling or restructuring of any of its indebtedness;

(e) a moratorium is declared in respect of any of its indebtedness;

(f) any step is taken with a view to a moratorium or a composition, assignment or similar arrangement with any of its creditors;

(g) a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution, to petition for or to file documents with a court or any registrar for its winding-up, administration or dissolution or any such resolution is passed;

(h) any person presents a petition, or files documents with a court or any registrar for its winding-up, administration or dissolution or seeking relief under any applicable bankruptcy; insolvency, company or similar law other than any such petition or filing which is frivolous or vexatious and is discharged, stayed or dismissed within 15 Working Days;

(i) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its assets;

(j) its shareholders, directors or other officers request the appointment of, or give notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer in respect of it or any of its assets; or

(k) any other analogous step or procedure is taken in any jurisdiction

Insolvency Termination Event means, for a Capacity Provider or a Joint Owner:

(a) a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer has been appointed in respect of the Capacity Provider or a Joint Owner or any of its assets; or

(b) a court in Great Britain has with respect to the Capacity Provider or a Joint Owner:

(i) made a judgment of insolvency or bankruptcy;

(ii) entered an order for relief; or

(iii) made an order for its winding-up or liquidation; or

(c) an analogous step has been taken by a court in any other jurisdiction,

and such judgment, order or other analogous step has not been dismissed, stayed, or discharged

Installed Capacity	means the nominal capacity of a Generating Unit or DSR CMU Component, expressed in MW
Interconnected Capacity	has the meaning given to that term in Regulation 2
Interconnection Licence	means a licence for making an Electricity Interconnector available for use for the conveyance of electricity, as modified from time to time, granted pursuant to section 6(1)(e) of EA 1989[11]
Interconnector CMU	has the meaning given to that term in Regulation 5A
Interconnector Scheduled Transfer	has the meaning given in the BSC
Intermittent Power Source	has the meaning given to that term in the Grid Code
International Accounting Standard 16	means the International Financial Reporting Standard titled "IAS 16 - Property, Plant and Equipment" promulgated by the International Accounting Standards Board ("IASB"), together with the IASB's pronouncements thereon from time to time
ION	means an interim operational notification, within the meaning given to that term in the Grid Code
IP Completion Day	means 11pm on 31 December 2020
IT Auction System	means the IT infrastructure hosting the Capacity Auction
Joint DSR Test	means a test of a number of DSR CMUs carried out pursuant to Rule 13.2B
Joint Owner	means, in relation to an Interconnector CMU, and provided that there is more than one such owner, any legal owner of: (a) the Electricity Interconnector comprised in that CMU; or (b) the Non-GB Part

11 See paragraph (b) of the definition of "participating in the operation of an electricity interconnector" in section 4(3C) EA 1989.

Joint Owner Declaration	means a declaration in the form set out in Exhibit DA, DB or DC
K	means Kelvin
kW	means kilowatt
kWe	means kilowatt of electricity generated
kWh	means kilowatt-hour
kWhe	means kilowatt-hour of electricity generated
LCIA	has the meaning given to it in paragraph 3.1 of Schedule 5
Lead Party	has the meaning given to that term in the BSC
Legal Owner Declaration	means a declaration in the form set out in Exhibit G
Legal Owner Transfer Declaration	means a declaration in the form set out in Exhibit I
Legal Right	means, for the purposes of using land, any legal or beneficial interest in (or right, title or interest in) land upon which a relevant CMU is or will be located (which for the purposes of property located in Scotland means any estate, interest, servitude or other heritable or leasehold right in or over land) including any leasehold interests or other rights to occupy or use and any statutory, contractual or personal rights relating to the occupation, use or acquisition of such land or property (whether or not in Scotland) in connection with the relevant CMU)
Lifetime Extension Works	means, in respect of a Refurbishing CMU which is the subject of an Application, works that are expected to: (a) extend the duration of time which the CMU will be Operational from the date the Pre-Refurbishment CMU which comprises that CMU is projected (at the time the Application is made) to be permanently closed down, decommissioned or otherwise non-Operational; and (b) ensure that the CMU will remain Operational for at least the Delivery Period of the Capacity Agreement: (i) once refurbished; and (ii) should the CMU be awarded a Capacity Obligation in the Capacity Auction to which the Application relates

Line Loss Factor	means a multiplier which, when applied to data from a Metering System connected to a Boundary Point on a Distribution Network, converts such data into an equivalent value at the Boundary Point on a Transmission Network and is in accordance with Section K1.7 of the Balancing and Settlement Code
Long Stop Date	has, in respect of a Capacity Agreement for a New Build CMU or Refurbishing CMU, the meaning given in whichever one of paragraphs (a) to (c) applies: (a) where a T-1 Agreement has been awarded in respect of the CMU, the Long Stop Date is the start of the Delivery Year; (b) in the case of a Declared 24 Month Long Stop CMU, the Long Stop Date is the date falling 24 months after the start of the first Delivery Year; (c) in any other case, the Long Stop Date is the date falling 12 months after the start of the first Delivery Year
Long Stop Utilisation Declaration	means a declaration in the form set out in Exhibit AA
Loss of Load Occurrence	means an occurrence classified as an occurrence of "loss of load" under the Regulations
Low Carbon Declarant	has the meaning given in Rule 3.10ZB.1(b)
Low Carbon Declaration	means a declaration in the form set out in Exhibit ZD
Low Carbon Evidence	has the meaning given in Rule 3.10ZB.1(c)
Low Carbon Exclusion	has the meaning given to that term in Regulation 16
Low Carbon Grant	means a relevant grant as defined in Regulation 17
Low Carbon Limit	means 100g of carbon dioxide emitted, or treated as emitted for the purposes of the Rules, by a Generating Unit, per kWh of electricity that it generates, and in respect of a Fossil Fuel Component, this means 100gCO2 per kWh of Fossil Fuel Emissions 11 determined in accordance with one of the formulae in Part 1 of Schedule 8
Low Carbon Period	means a period specified in a Low Carbon Declaration as the period to which it relates and in respect of which a Low Emissions Statement is made
Low Emissions CMU	means a CMU which comprises:

(a) one or more Fossil Fuel Components, or Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component and none of those Fossil Fuel Components' Fossil Fuel Emissions exceed the Low Carbon Limit; and

(b) no Other Emitting Component

Low Emissions Determination has the meaning given in Rule 3.10ZB.1(d)

Low Emissions Statement means a statement made in Part 3 of a Low Carbon Declaration by an Applicant or a Capacity Provider in respect of the components which will comprise the CMU

Major Contract means, for a Prospective CMU, an agreement or agreements for the supply of major components representing, in aggregate, at least 20 per cent of the Total Project Spend for that CMU, (whether or not as part of a wider agreement) and which is consistent with the resolution of the board of directors of the Applicant in respect of that CMU (or the officers, in the case of an Applicant other than a company) to complete the relevant construction, repowering or refurbishment works on or prior to the date falling at the start of the first scheduled Delivery Year for that CMU

Mandatory CMU means an Existing Interconnector CMU, or an Existing Generating CMU each Generating Unit of which is owned by a licensed generator unless all such Generating Units are Exemptable Generating Plant or are excluded capacity by virtue of Regulations 16 and 17

Manufacturer Serial Number in relation to equipment that is or forms part of a DSR CMU Component of an Unproven DSR CMU, means the number given to, and for the purpose of identifying, the equipment by its manufacturer

Market Manipulation means:

(a) the submission of Applicant Confidential Information and/or Bidding in a Capacity Auction, in each case which:

(i) gives, or is likely to give, false or misleading signals as to the supply of, demand for, or price of a Capacity Agreement;

(ii) secures, or attempts to secure, by a person, or persons acting in collaboration, the Clearing Price of a

Capacity Agreement at an artificial level; or

(iii) employs or attempts to employ a fictitious device or any other form of deception or contrivance which gives, or is likely to give, false or misleading signals regarding the Clearing Price obtained in a Capacity Auction; or

(b) disseminating information through the media which gives, or is likely to give, false or misleading signals as to the supply of, or demand for, or likely Clearing Price of a Capacity Agreement in the Capacity Auction or value of a Capacity Agreement in the Secondary Market where the person doing this knows or ought to have known the information to be false or misleading

Matched means, in relation to a CMVRN, matched by the CM Settlement Body and notified by way of issuance of a notification report in accordance with Rule 10.3.3

Maximum Export Capacity has the meaning given to that term in the Distribution Connection Agreement

Maximum Export Limits means a series of MW figures and associated times, making up a profile of the maximum level at which a BM Unit may be exporting (in MW) to the Transmission Network at the Grid Entry Point or Grid Supply Point, as applicable

Maximum Obligation Period means:

(a) in respect of a T-4 Auction:

(i) fifteen Delivery Years, including the first Delivery Year for which the Capacity Agreement is awarded, for a Prospective Generating CMU:

(aa) for which an Applicant has stated pursuant to Rule 3.7.2(a), that to the best of its knowledge and belief the CMU will meet the Extended Years Criteria when completed;

(bb) for which an Applicant has stated pursuant to Rule 3.7.2(d), that the Qualifying £/kW Capital Expenditure is equal to or greater than the Fifteen Year Minimum £/kW Threshold; and

(cc) in respect of which none of the Generating Units comprising the

Prospective Generating CMU are already the subject of a Capacity Agreement which has not been terminated;

(ii) fifteen Delivery Years, including the first Delivery Year for which the Capacity Agreement is awarded, for an Unproven DSR CMU for which an Applicant has stated pursuant to Rule 3.10.1(aa) that the Qualifying £/kW Capital Expenditure is equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(iii) nine Delivery Years, including the first Delivery Year for which the Capacity Agreement is awarded, for Prospective Generating CMU:

(aa) that is a Declared Long Stop CMU;

(bb) in respect of which an Applicant has stated pursuant to Rule 3.7.2(d)(i) that the Qualifying £/kW Capital Expenditure is equal to or greater than the Nine Year Minimum £/kW Threshold (but not equal to or greater than the Fifteen Year Minimum £/kW Threshold); and

(cc) in respect of which no Low Emissions Determination has been given;

(iv) nine Delivery Years, including the first Delivery Year for which the Capacity Agreement is awarded, for a Prospective Generating CMU or Unproven DSR CMU which is a Nine Year Capex Threshold CMU;

(v) three Delivery Years, including the first Delivery Year for which the Capacity Agreement is awarded, for a Prospective Generating CMU or Unproven DSR CMU which is a Three Year Zero Capex Threshold CMU.

(vi) three Delivery Years, including the first Delivery Year for which the Capacity Agreement is awarded, for a Prospective Generating CMU or Unproven DSR CMU for which an Applicant has stated pursuant to Rule 3.7.2(d) or Rule 3.10.1(aa)(i) (as the case may be) that Qualifying £/kW Capital Expenditure is

expected to equal or exceed the Three Year Minimum £/kW Threshold;

(vii) for all other CMUs (including Prospective Generating CMUs not included in (i), (iii) (iv), (v) or (vi) or Unproven DSR CMUs not included in (ii), (iv) and (v) above), one Delivery Year,

(b) in respect of a T-1 Auction, means one Delivery Year for all CMUs,

(c) where, in accordance with the Rules, the Maximum Obligation Period determined in accordance with paragraph (a) is updated after an auction:

(i) nine Delivery Years, including the first Delivery Year for which the Capacity Agreement is awarded, for a Prospective Generating CMU:

(aa) that is a Declared Long Stop CMU;

(bb) in respect of which the conditions in paragraph (a)(i)(aa) to (cc) of this definition are satisfied;

(cc) in respect of which no Low Emissions Determination has been given; and

(dd) a certificate provided under Rule 8.3.6(a) confirms that the Qualifying £/kW Capital Expenditure is not equal to or greater than the Fifteen Year Minimum £/kW Threshold, but is equal to or greater than the Nine Year Minimum £/kW Threshold;

(ii) three Delivery Years, including the first Delivery Year for which the Capacity Agreement is awarded, for a Prospective Generating CMU that is a Declared 12 Month Long Stop CMU in respect of which no Low Emissions Determination has been given and the conditions in paragraph (a)(i)(aa)-(cc) of this definition are satisfied and:

(aa) the CMU is a New Build CMU in respect of which a certificate provided under Rule 8.3.6(a) confirms that the Qualifying £/kW Capital Expenditure is not equal to or greater than the Nine Year Minimum £/kW Threshold; or

(bb) the CMU is a Refurbishing CMU in

respect of which a certificate provided under Rule 8.3.6(a) confirms that the Qualifying £/kW Capital Expenditure is not equal to or greater than the Nine Year Minimum £/kW Threshold, but is equal to or greater than the Three Year Minimum £/kW Threshold;

(iii) three Delivery Years, including the first Delivery Year for which the Capacity Agreement is awarded, for a Prospective Generating CMU that is a Declared 12 Month Long Stop CMU in respect of which the conditions in Rule 8.3.14A(b)(i) and (ii) are met and the Delivery Body has made the reduction required by that Rule;

(iv) three Delivery Years, including the first Delivery Year for which the Capacity Agreement is awarded, for a Prospective Generating CMU or Unproven DSR CMU which is a Nine Year Capex Threshold CMU where:

(aa) the Delivery Body must make the reduction required under Rule 8.3.14A(a);

(bb) the Delivery Body must make the reduction required under Rule 8.3.14A(c)(i)(aa);

(cc) the CMU is a Refurbishing CMU, and a certificate provided under Rule 8.3.6(a) confirms that the Qualifying £/kW Capital Expenditure is not equal to or greater than the Nine Year Minimum £/kW Threshold, but is greater than the Three Year Minimum £/kW Threshold; or

(dd) the CMU is a New Build or Unproven DSR CMU that is not a Declared Long Stop CMU in respect of which no Low Emissions Determination has been given, and a certificate provided under Rule 8.3.6(a) confirms that the Qualifying £/kW Capital Expenditure is not equal to or greater than the Nine Year Minimum £/kW Threshold;

(v) one Delivery Year, for a Prospective Generating CMU or Unproven DSR CMU

which is a Nine Year Capex Threshold CMU where:

(aa) the Delivery Body must make the reduction required under Rule 8.3.14A(c)(i)(bb); or

(bb) the CMU is a Refurbishing CMU, and a certificate provided under Rule 8.3.6(a) confirms that the Qualifying £/kW Capital Expenditure is not equal to or greater than Three Year Minimum £/kW Threshold,

(vi) one Delivery Year, for a Prospective Generating CMU or Unproven DSR CMU which is a Three Year Zero Capex Threshold CMU where the Delivery Body must make the reduction required under Rule 8.3.14A(d)

Measurement Transformers means either a current transformer (CT) or a voltage transformer (VT) or a device carrying out both such functions, whose purpose is to enable the Metering Equipment to operate at more convenient currents and/or voltages (as applicable) than are present on the power system being measured

Meter means a device for measuring Active Energy and/or Active Power

Meter Point means a Metering System connection point between an Interconnector CMU or a Generating Unit and/or DSR Component and:

(a) for an Interconnector CMU or a Transmission CMU, the Transmission Network;

(b) for a Distribution CMU, the relevant Distribution Network;

(c) for a CMU on an Unlicensed Network, the relevant Unlicensed Network; or

(d) for a CMU within a Customer site, the connection point to the Customer site behind the existing site Boundary Point

Meter Point Administration Number means the unique identification number assigned (and maintained) by a DNO in relation to a Meter Point

Metered Volume means for a CMU, DSR CMU Component or Generating Unit and a Settlement Period, the net aggregate volume of Active Energy (for all Meter Points applicable to the CMU), determined at the Boundary Point of the Transmission Network which flowed in that Settlement

	Period to or from that CMU or DSR CMU Component or Generating Unit, or in the case of an Interconnector CMU through that CMU into the Transmission Network
Metering Assessment	means a questionnaire relating to the metering arrangements for a CMU, hosted on the CM Settlement Body Portal
Metering Configuration Solution	means, as applicable, any one of the following: (a) Balancing Services Metering Configuration Solution; (b) Bespoke Metering Configuration Solution; or (c) Supplier Settlement Metering Configuration Solution
Metering Equipment	means Meters, Measurement Transformers, metering protection equipment including alarms, circuitry, associated Communications Equipment, Settlement Instations and Outstations and wiring, transducers, supervisory control and data acquisition meters, power line communications, analogue, power and pulsing metering and shall include any customer meter and associated Metering Equipment
Metering Site	means the location of the Metering Equipment of a Generating Unit, DSR CMU Component or Electricity Interconnector comprised in a CMU
Metering Statement	means a statement provided which must include, as applicable, the metering information set out in Schedule 6 of the Rules
Metering System	has the meaning given to that term in the BSC
Metering Test	has the meaning given in Rule 13.3.1
Metering Test Certificate	means, in relation to a CMU, a certificate issued by the CM Settlement Body pursuant to Rule 13.3.6(a) or Rule 13.3.6B(a)
Minimum Capacity Threshold	subject to Regulation 29A(2)(a), has the meaning given to that term in Regulation 15
Minimum Completion Requirement	has the meaning given in Rule 6.8.3 or (as the case may be) Rule 6.8.3A
MW	means megawatt
MWh	means megawatt hours
NGET	means National Grid Electricity Transmission plc

NGET Transmission Licence	means the Transmission Licence granted to NGET, as modified from time to time
Net Output	in relation to an Interconnector CMU, has the meaning given in Regulation 2
New Build Capacity Provider	means, for any Capacity Committed CMU that is a New Build CMU, the person who was the Applicant for that CMU at Prequalification; or if a transfer under Rule 9.2.4(b), (c) or (d) of the Capacity Agreement relating to that CMU has been registered on the Capacity Market Register, the Transferee
New Build CMU	means a Prospective CMU other than a Refurbishing CMU
Nine Year Capex Threshold CMU	means a Prospective Generating CMU or an Unproven DSR CMU: (a) which is a Declared Low Carbon CMU; (b) in respect of which the Applicant stated in its Application that it intended the CMU to be a Nine Year Capex Threshold CMU; and (c) which, in the Capacity Auction for which it Prequalifies pursuant to that Application, is awarded a Capacity Agreement with a duration of more than three, and up to nine Delivery Years
Nine Year Minimum £/kW Threshold	means, where an Application is made in respect of a CMU, the 9 Year Minimum £/kW Threshold, as defined in Regulation 11(3), that is applicable in relation to the Capacity Auction in respect of which the Application is made
Nominated CCS CFD Related Termination Date	has the meaning given in Regulation 34A(4)
Non-completion Fee	has the meaning given to that term in Regulation 43A
Non-completion Notice	has the meaning given in Rule 6.8.2B
Non-CMRS Distribution CMU	means a Generating CMU, each Generating Unit of which, Exports electricity to a Distribution Network that is not a CMRS Distribution CMU
Non-dispatchable Generating Technology Class	means a Generating Technology Class that is classed as “Onshore Wind”, “Offshore Wind” or “Solar Photovoltaic” in Schedule 3

Non-GB Part	means, in relation to an Interconnector CMU, any part of an electric line or other electrical plant that, by virtue of the condition in section 4(3E)(a) EA 1989, does not form part of the Electricity Interconnector comprised in that CMU (but does not include any line or plant landward of the converter station)
Non-Operational Opted-out	means, for an Existing CMU, the statement in its Opt-out Notification that such CMU is Opting-out pursuant to Rule 3.11.2(f)(ii)
Non-Support Confirmation	has the meaning given to that term in Regulation 16
Offshore Area	has the meaning given to that term in Regulation 2
Operating Margin	means Contingency Reserve (as defined in the Grid Code) plus Operating Reserve (as defined in the Grid Code)
Operational	means, for a Generating CMU or its physical capacity and for an Interconnector CMU or its physical capability: (a) for a Transmission CMU, the issuance of an ION for that Generating Unit and that physical capacity; (aa) for an Interconnector CMU, the issuance of an ION for that CMU and that physical capability; (b) for a Distribution CMU, an Independent Technical Expert has issued a certificate confirming that all Distribution Network Operator commissioning tests required to commence export have been completed such that that Generating Unit is permitted to despatch that physical capacity into the Distribution Network; and (c) for a Refurbishing CMU, whose Connection Capacity is greater than the Connection Capacity of its equivalent Pre-Refurbishment CMU, an Independent Technical Expert has issued a certificate confirming that the relevant test from "(a), (aa) or (b) above has been met (substituting FON for ION where applicable), and the CMU and supporting infrastructure has been fully commissioned (as defined in the Regulations); and (d) for any Refurbishing CMU, whose Connection Capacity is less or equal to the Connection Capacity of its equivalent Pre-Refurbishment CMU, an Independent Technical Expert has issued a certificate confirming that the CMU and

	supporting infrastructure has been fully commissioned (as defined in the Regulations)
Opt-out	means, to state in the Opt-out Notification of an Existing CMU for a Capacity Auction that the CMU is: (a) opting out of the Capacity Auction and will be closed down, decommissioned or otherwise non-operational by the commencement of the Delivery Year to which the Capacity Auction relates; or (b) opting out of the Capacity Auction and will be temporarily non-operational for all the Winter of the Delivery Year to which the Capacity Auction relates but will be operational thereafter; or (c) opting out of the Capacity Auction but will remain operational during the Delivery Year to which the Capacity Auction relates, (and "Opted-out" and "Opting-out" must be construed accordingly)
Opt-out Notification	means a notification under Rule 3.11 by the owner of a Mandatory CMU
Other Emitting Component	means a Generating Unit that produces carbon dioxide when it generates electricity (regardless of whether any carbon dioxide so produced is emitted to the atmosphere) using a Primary Fuel which is not a Fossil Fuel
Outstation	means equipment which receives and stores data from a Meter(s) for the purpose, inter alia, of the transfer of that data to the CM Settlement Body, and which may perform some processing function before such transfer, and which may be one or more separate units or be integral with the Meter
Own Group Resources	has the meaning given in Rule 6.6.3A
Permitted Battery Augmentation	has the meaning given in Rule 4.4.4A
Permitted On-Site Generating Unit	has the meaning given to that term in Regulation 2
Physically Traded Capacity Obligation	has the meaning given in Rule 8.5.3
Physical Notification	has the meaning given in the BSC

Potential Clearing Capacity	means, for any Capacity Auction, the capacity (in MW) at a particular price in that auction as determined by the Demand Curve
Power Transformer Losses	means the losses incurred converting energy from the primary side of the power transformer to the secondary side
Pre-2024 T-1 Auction	means any of the following Capacity Auctions: (a) the T-1 Auction for the Delivery Year commencing on 1 October 2021; (b) the T-1 Auction for the Delivery Year commencing on 1 October 2022; or (c) the T-1 Auction for the Delivery Year commencing on 1 October 2023
Pre-2024 T-1 Fossil Fuel Emissions Declaration	means a Fossil Fuel Emissions Declaration provided with an Application or during the Delivery Year in respect of a Pre-2024 T-1 Auction
Prequalification	means written confirmation by the Delivery Body pursuant to Rule 4.5 or Part 10 of the Regulations that a CMU has prequalified for a Capacity Auction (and "Prequalify" and "Prequalified" must be construed accordingly)
Prequalification Assessment Window	means, for any Capacity Auction, the period from the date on which the Prequalification Window closes until the Prequalification Results Day as set out in the Auction Guidelines
Prequalification Certificate	means: (a) subject to paragraph (b), a directors' certificate in the form set out in Exhibit A; or (b) where the certificate is to be provided by a body other than a company, a certificate by two officers of the body in the form set out in Exhibit A with such modifications as may be necessary
Prequalification Decision	has the meaning given in Rule 4.4.1
Prequalification Results Day	means, for any Capacity Auction, the Working Day on which the Delivery Body notifies each Applicant of the matters set out in Rule 4.5.1 in accordance with that Rule
Prequalification Window	means, for any Capacity Auction, the period specified in the Auction Guidelines within which applications for prequalification are to be made

Prequalified CMU	means a CMU that has Prequalified for a Capacity Auction
Pre-Refurbishment CMU	means, in relation to a Refurbishing CMU, the Existing CMU that would remain in the absence of any improvement works being carried out
Price Cap	has the meaning given to that term in Regulation 2
Price-Maker	means, for any Capacity Auction, a Prequalified CMU that has been registered as a Price-Maker on the Capacity Market Register following a notification under Rule 4.5.1(b) or Rule 4.8.3
Price-Maker Certificate	means: (a) subject to paragraph (b), a directors' certificate in the form set out in Exhibit B; or (b) where the certificate is to be provided by a body other than a company, a certificate by two officers of the body in the form set out in Exhibit B with such modifications as may be necessary
Price-Maker Memorandum	means, for an Applicant and Capacity Auction, a memorandum which includes evidence of: (a) the decision by the board of directors (or the officers, in the case of an Applicant other than a company) to nominate the Applicant as Price-Maker in that Capacity Auction; and (b) the reasons for that decision, including any information and analysis which the board or the officers consider key to the decision
Price-Taker	means, for any Capacity Auction, any Prequalified CMU that is not a Price-Maker
Price-Taker Threshold	has the meaning given to that term in Regulation 2
Primary Fuel	means the predominant fuel used by a Generating Unit or a Permitted On-Site Generating Unit for the purposes of generating electricity
Primary Fuel Type	means the primary fuel for a Generating CMU; and in a case where a Generating CMU comprises Generating Units which will use different primary fuels, means the fuel which will be used by the majority of the Generating Units on a MW basis
Private Network	means a distribution network which is exempt from the requirement to hold a licence under section 4 EA 1989 by virtue of The Electricity (Class Exemptions from the Requirement for a Licence) Order 2001

Prohibited Activities	means the activities prohibited pursuant to Rules 5.12 and 5.13
Prospective CMU	means a Prospective Generating CMU or a Prospective Interconnector CMU
Prospective Generating CMU	means a CMU falling within sub-paragraphs (1)(b) or (1)(d) of the definition of "generating CMU" in Regulation 4
Prospective Generating Plant	means plant at which a Generating Unit which forms part of a Prospective Generating CMU will generate electricity
Prospective Interconnector CMU	means an Interconnector CMU falling within Regulation 5A(1)(b)
Proven DSR Capacity	means the capacity (in MW) of a DSR CMU as evidenced by the DSR Test Certificate issued for that DSR CMU
Proven DSR CMU	means a proven demand side response CMU as defined in Regulation 5
Qualifying £/kW Capital Expenditure	means, with respect to a New Build CMU which is a Generating CMU or a Refurbishing CMU which is a Generating CMU or an Unproven DSR CMU, the Total Project Spend divided by the De-rated Capacity of the CMU that is expected in the reasonable opinion of the Applicant to result from the Capital Expenditure comprising the Total Project Spend
Qualifying CHPQA Certificate	means: (a) in respect of a Fossil Fuel Emissions Declaration which is provided to the Delivery Body with an Application, a CHPQA Certificate which has an issue date which is no earlier than 1 January in the calendar year during which the Prequalification Window occurs in which the Application is made; or (b) in respect of a Fossil Fuel Emissions Declaration which is provided to the Delivery Body other than with an Application, a CHPQA Certificate which has an issue date which is no earlier than 1 January in the calendar year during which the Fossil Fuel Emissions Declaration is provided to the Delivery Body
Reconsidered Decision	has the meaning given to that term in Regulation 69
Reduction Notice	has the meaning given to that term in Rule 8.3.6D(a)
Refurbishing CMU	means an Existing CMU which is the subject of an Application as a Prospective CMU by virtue of an

	improvements programme that will be completed prior to the commencement of the first relevant Delivery Year
Registered Holder	has the meaning given in Rule 7.4.5(b)
Registration Declaration	means the declaration to be made by an Applicant in a Prequalification Application in accordance with Rule 3.12
Relevant Balancing Service	has the meaning given to that term in Schedule 4
Relevant Balancing Services Guidelines	has the meaning given to that term in Schedule 4
Relevant Benefit	has the meaning given in Rule 8.3.8A
Relevant Exit Bid	means, in relation to a Clearing Round, any Exit Bid submitted: (a) prior to the end of the Bidding Window for the Clearing Round (including in any previous Bidding Round); (b) with an Exit Price higher than the Bidding Round Price Floor for the Clearing Round; and (c) with an Exit Price equal to or lower than the Bidding Round Price Cap for the Clearing Round
Relevant Expenditure	means Capital Expenditure funded by Relevant Investment
Relevant Investment	means any investment under the Enterprise Investment Scheme established by Part 5 of the Income Tax Act 2007, the Seed Enterprise Investment Scheme established by Part 5A of the Income Tax Act 2007 or the Venture Capital Trust established by Part 6 of the Income Tax Act 2007
Relevant Planning Consent	means, as applicable: (a) a section 36 EA 1989 consent; (b) a section 37 EA 1989 consent; (c) an Order under the Transport and Works Act 1992 or the Transport and Works (Scotland) Act 2007; (d) a Town and Country Planning Act 1990 permission or a Town and Country Planning (Scotland) Act 1997 permission and may include one or more of the same;

(e) a Development Consent Order under the Planning Act 2008;

(f) a deemed planning permission granted under section 90 of the Town and Country Planning Act 1990 or section 57 of the Town and Country Planning (Scotland) Act 1997 in conjunction with the consents listed in (a) to (e) above;

(g) a marine licence under the Marine and Coastal Access Act 2009; or

(h) in the case of an Interconnector CMU, the corresponding consents under the law of another country or territory required for the construction of the Non-GB Part

Relevant Settlement Period has the meaning given to that term in Regulation 2

Remaining Auction Capacity means, determined by reference to the end of a Bidding Round:

(a) the aggregate of the Bidding Capacity of all Bidding CMUs as at the start of the Capacity Auction; less

(b) the aggregate of the Bidding Capacity of all Bidding CMUs for which an Exit Bid is submitted prior to the end of the Bidding Window for that Bidding Round (including in any previous Bidding Round) with an Exit Price higher than the Bidding Round Price Floor for that Bidding Round

Remaining Over-Delivery Volume means, in relation to a CMU, at any given time, the amount, being a positive number, by which Adjusted Eij for a Settlement Period which was a System Stress Event exceeds ALFCOij in respect of that Settlement Period

Remaining Under-Delivery Volume means, in relation to a CMU, at any given time, the amount, being a positive number, by which ALFCOij for a Settlement Period which was a System Stress Event exceeds Adjusted Eij in respect of that Settlement Period

Required Technical Standard means, with respect to any report or assessment by an Independent Technical Expert that:

(a) to the best of the Independent Technical Expert's knowledge and belief all information provided in it is accurate, complete and not misleading; and

(b) any opinions or forecasts in the assessment have been conservatively prepared on

assumptions which it considers to be fair and reasonable

Re-Test Window

has the meaning given in Rule 13.4A.5(aa) or (ab) as applicable

Retired

means, for an Existing CMU and a Capacity Auction, either:

(a)

(i) a statement in the Opt-Out Notification that such CMU is Opting-out pursuant to Rule 3.11.2(f)(i); and

(ii) is a CMU in respect of which an Updating Opt-Out Notification has not been provided; or

(b) receipt of a notice from the Delivery Body that it has been identified to be providing electricity during all or part of a Delivery Year for which it has declared itself to be Non-Operational Opted-out pursuant to Rule 3.11.5

ROO Conversion Notice

has the meaning given to that term in Regulation 34

SA Agreement

omitted

Satisfactory Performance Day

has the meaning given in Rule 13.4.1

Secondary Trading Entrant

means the Applicant for:

(a) an Existing Generating CMU comprising biomass plant which is exiting the Low Carbon Exclusion(s) in which it participates;

(aa) an Existing Interconnector CMU; or

(b) a Proven DSR CMU; or

(c) an Existing CMU which is not an Excluded CMU,

wishing to acquire a Capacity Obligation through secondary trading

Second Full Capacity Auction

omitted

Second Transitional Capacity Auction

omitted

Security Interest

means a mortgage, standard security, assignation, charge, pledge, lien or other security interest securing

	any obligation of any person or any other agreement or arrangement having a similar effect
Settlement Period	has the meaning given to that term in Regulation 2
Site Audit	means a visit of the Metering Site by the CM Settlement Body during any Delivery Year to determine whether: (a) the metering configuration for any Generating Unit, DSR CMU Component or Electricity Interconnector; (b) meter data in relation to a Generating Unit, DSR CMU Component or Electricity Interconnector; or (c) the metering configuration and meter data in relation to a Generating Unit, a DSR CMU Component or an Electricity Interconnector, is compliant with the Rules
State aid authority	means the European Commission
Station-level Transmission Entry Capacity (STEC)	has the meaning given in Rule 3.5.5
Station-level Connection Entry Capacity (SCEC)	has the meaning given in Rule 3.5.5
Storage Generating Technology Class	means a Generating Technology Class that is classed as “Storage” in Schedule 3
Subsequent Capacity Auction	means any of the following Capacity Auctions: (a) omitted; (b) the T-3 Auction; or (c) omitted
Subsequent Credit Cover	omitted
Subsequent T-1 Auction	omitted
Subsequent T-4 Auction	omitted
Subsidiary	means a subsidiary within the meaning of section 1159 of the Companies Act 2006 (but in relation to any Applicant or Capacity Provider for an Interconnector CMU, or shareholder in such an Applicant, subsection (1)(a) of that section shall apply as if a “majority of the voting rights” included 50% only of those rights)

Substantial Completion Milestone	has the meaning given in Rule 6.7.2 or Rule 6.7.3, as applicable
Supplementary Auction	omitted
Supplier Meter Registration Service (SMRS)	has the meaning given in the BSC
Supplier Settlement Metering Configuration Solution	means a Metering System that uses a supplier's Half Hourly Metering System by using Half Hourly Data Aggregators to collect metered data
System Management Action Flag	has the meaning given in Annex X of the BSC
System Margin	means the margin in any period between: (a) the sum of Maximum Export Limits; and (b) forecast Demand plus the Operating Margin, for that period
System Operator	means NGET or any successor Transmission Licensee with a Transmission Licence pursuant to which Section C of the Transmission Licence standard conditions has effect
System Operator Instigated Demand Control Event	has the meaning given in Rule 8.4.2
System Stress Event	has the meaning given in Rule 8.4.1
TCF	has the meaning given in Part 1.3 of Schedule 8
TEC Register	means the Transmission Entry Capacity Register and the Interconnector Register maintained by the national system operator
Termination Event	means an event referred to in Rule 6.10.1 or Rule 6.10.1A
Termination Fees	means the termination fee calculated with respect to a Capacity Agreement in accordance with Rule 6.10.3
Termination Notice	has the meaning given in Rule 6.10.2
T-1 Agreement	means a Capacity Agreement awarded pursuant to a T-1 Auction
T-1 Auction	has the meaning given to that term in Regulation 2
T-1 auction for the Delivery Year	omitted

commencing on 1 October 2019

T-1 Auction Set Aside has the meaning given in Regulation 12(2A)(b)

T-1 Termination Trigger Event has the meaning given to that term in Regulation 2(1) of the (No. 1) Regulations 2019

T-3 Auction has the meaning given to that term in Regulation 2

T-4 Auction has the meaning given to that term in Regulation 2

Three Year Minimum £/kW Threshold means, where an Application is made in respect of a CMU, the 3 Year Minimum £/kW Threshold, as defined in Regulation 11(3), that is applicable in relation to the Capacity Auction in respect of which the Application is made

Three Year Zero Capex Threshold CMU means a Prospective Generating CMU (other than a Refurbishing CMU) or an Unproven DSR CMU:

(a) which is a Declared Low Carbon CMU;

(b) in respect of which the Applicant stated in its Application that it intended the CMU to be a Three Year Zero Capex Threshold CMU; and

(c) which, in the Capacity Auction for which it Prequalifies pursuant to that Application, is awarded a Capacity Agreement with a duration of more than one, and up to three Delivery Years

Total Project Spend means, with respect to a New Build CMU, an Unproven DSR CMU or a Refurbishing CMU that is not an Existing Interconnector CMU, the total amount of Capital Expenditure (excluding contingency) incurred, or expected in the reasonable opinion of the Applicant to be incurred (either by the Applicant or another person) with respect to the CMU (or, in the case of an Interconnector CMU, the CMU together with the Non-GB Part) in the period:

(a) in the case of a Declared 12 Month Long Stop CMU, between the date which is 89 months before the Long Stop Date and the Long Stop Date;

(b) in the case of a Declared 24 Month Long Stop CMU, between the date which is 101 months before the Long Stop Date and the Long Stop Date;

(c) in any other case, between the date which is 77 months prior to the commencement of the first Delivery Year to which the Application relates and the commencement of the first

Delivery Year to which the Application relates; or

means, with respect to a Refurbishing CMU that is an Existing Interconnector CMU, Capital Expenditure which:

(a) has not previously been declared under Rule 3.7.2(c) in respect of any application for prequalification by a CMU which subsequently gained a Capacity Agreement in respect of the Refurbishing CMU, and not the associated Pre-Refurbishment CMU, (of any duration); or

(b) has previously been so declared but:

(i) which a certificate required by Rule 8.3.6 demonstrates was not incurred; or

(ii) was declared in respect of a Capacity Agreement which has been terminated in accordance with Rule 6.10.2(e)

Total System means the Transmission Network and each Distribution Network

Traded Capacity Market Volume (CMVzij) means, in relation to any CMU i, for any Settlement Period j, a fixed volume in MWh by which Eij will be adjusted for each of the CMVR Transferee and the CMVR Transferor to which the associated CMVRN z refers, to generate Adjusted Eij

Transferee has the meaning given in Rule 9.3.1

Transfer Period has the meaning given in Regulation 30A(1)

Transferred Part has the meaning given in Regulation 30A(3)

Transitional Capacity Auction omitted

Transitional Fossil Fuel Emissions Declaration means a Fossil Fuel Emissions Declaration which is provided after the coming into force of the Capacity Market (Amendment) (No 2) Rules 2020 and before the commencement of the Prequalification Window in 2024

Transition Period omitted

Transmission CMU means a Generating CMU each Generating Unit of which Exports electricity to the Transmission Network where the Metering System for the corresponding BM Unit is registered in the Central Meter Registration Service in accordance with the BSC

Transmission Entry Capacity	has the meaning given to that term in the Grid Code
Transmission Licence	means any licence for electricity transmission, as modified from time to time, granted pursuant to section 6(1)(b) of EA 1989
Transmission Licensee	means any person who is authorised by a Transmission Licence to participate in the transmission of electricity
Transmission Network	means those parts of the GB Transmission System that are owned or operated by a Transmission Licensee within the transmission area specified in its Transmission Licence
Transmission Restriction	means a continuous restriction on a Generating Unit's ability to export on to the GB Transmission System pursuant to the terms of a bilateral agreement between the generator and the System Operator
Union Funding	means any funding from European Union resources (regardless of whether such funding constitutes State aid)
Unlicensed Network	means a Distribution Network which is exempt from the requirement to hold a licence under section 4 EA 1989 by virtue of the Electricity (Class Exemptions from the Requirement for a Licence) Order 2001 and has access to the Total System
Unproven DSR Capacity	means, with respect to an Unproven DSR CMU, the estimated capacity (in MW) that an Applicant or Capacity Provider (as applicable) anticipates (acting in good faith) will be evidenced by a DSR Test for that Unproven DSR CMU
Unproven DSR CMU	means an unproven demand side response CMU as defined in Regulation 5 of the Regulations
Updating Fossil Fuel Emissions Declaration	has the meaning given in Rule 8.3.13(a)
Updating Opt-Out Notification	has the meaning given in Rule 3.11.2C
Volume	means a volume of electrical generating capacity, Interconnected Capacity or DSR Capacity in a time period, expressed in MWh
Winter	means a period from 1 October to the following 30 April
Withdrawal Confirmation	has the meaning given to that term in Regulation 16
Working Day	has the meaning given to that term in Regulation 2

1.3 Interpretation

1.3.1 Unless the context otherwise requires, a reference in the Rules and in each Capacity Agreement Notice to a particular code or licence must be construed, at any particular time, as including a reference to any modification (including re- numbering) of that code or licence in force at that time.

1.3.2 A reference in the Rules and in each Capacity Agreement Notice to:

(a) an agreement is to such agreement as amended, supplemented, novated or replaced from time to time;

(b) a document is to the version of such document in force for the time being,

unless the context otherwise requires and subject to any express provision to the contrary in the Rules or a Capacity Agreement Notice.

1.3.3 In the Rules:

(a) where a Rule applies in relation to a Capacity Agreement that existed on 15 November 2018:

(i) references to the Regulations in that Rule are references to the Regulations as modified by Regulations 12 to 23 of the (No. 1) Regulations 2019; and

(ii) words in that Rule which are defined as having the meaning given in the Regulations, have the meaning given in the Regulations as modified by Regulations 12 to 23 of the (No. 1) Regulations 2019;

(b) omitted;

(c) where a Rule applies in relation to a Subsequent Capacity Auction (including the rights and obligations arising out of, or in relation to, those auctions):

(i) references to the Regulations in that Rule are references to the Regulations as modified by Regulation 87C and regulations 64 and 65 of the (No. 2) Regulations 2019; and

(ii) words in that Rule which are defined as having the meaning given in the Regulations, have the meaning given in the Regulations as modified by Regulation 87C and regulations 64 and 65 of the (No. 2) Regulations 2019.

1.3A Sole director companies

1.3A.1 Where a company has a sole director, any requirement in these Rules which requires:

(a) that company to act by two directors signing a document is to be read as a requirement to act by the sole director only signing the document;

(b) information to be provided in respect of the directors of that company is to be read as a requirement applicable to the sole director only; and

(c) authorisation by the board of directors is to be read as a requirement for authorisation by the sole director only.

1.4 Times and dates

1.4.1 Except where otherwise provided:

(a) where anything is to be done under the Rules or a Capacity Agreement by or not later than a Working Day or any period is to run to a Working Day, such thing may be done or such period must run up to 1700 hours on such Working Day; and

(b) where anything which is to be done on a Working Day is done:

(i) after 1700 hours on a Working Day, or

(ii) on a day which is not a Working Day,

it is to be treated as having been done on the next following Working Day.

1.4.2 References to times of the day in the Rules or a Capacity Agreement are to London time.

1.5 Hierarchy of documents

1.5.1 In the event of any conflict or inconsistency between the Regulations, the Rules, any Auction Guidelines, and the Relevant Balancing Services Guidelines, the following order of precedence must apply:

(a) the Regulations prevail over the Rules, any Auction Guidelines and the Relevant Balancing Services Guidelines; and

(b) the Rules prevail over any Auction Guidelines and the Relevant Balancing Services Guidelines.

1.6 Notices

1.6.1 All notices, submissions and other communications by, or to, the Delivery Body pursuant to the Regulations or the Rules must be in writing and:

(a) where pursuant to Rule 5.6 or Rule 5.10, submitted via the IT Auction System; and

(b) for all other purposes, submitted via the EMR Delivery Body Portal.

1.6.2 All notices, submissions and other communications by, or to, the Auctioneer pursuant to the Regulations or the Rules must be in writing and submitted via the IT Auction System.

1.6.2A All notices, submissions and or communications by, or to, the CM Settlement Body pursuant to the Regulations or the Rules must be in writing and:

(a) submitted via the CM Settlement Body portal

(b) for all other purposes, submitted by email.

1.6.3 Neither the Delivery Body, the Auctioneer or the CM Settlement Body has any obligation to respond to, or otherwise act upon, any notice, submission or other communication received by it other than in accordance with Rule 1.6.1, Rule 1.6.2 or Rule 1.6.2A (as applicable) which it will be deemed not to have received for any purposes under the Regulations or the Rules.

1.7 Waiver

1.7.1 No delay by, or omission of, a person in exercising any right, power, privilege or remedy under the Rules or the Regulations shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.

1.8 Assignment

1.8.1 The rights and obligations of a person under the Rules and the Regulations are personal to that person and that person must not assign and/or transfer and must not purport to assign or transfer any of those rights or obligations save as provided for in the Rules and/or the Regulations.

1.9 Language

1.9.1 Every notice or other communication or document to be given by a person to another under the Rules or the Regulations shall be in the English language.

CHAPTER 2: AUCTION GUIDELINES AND DE-RATING

2 Auction Guidelines and De-rating

2.1 Purpose of this Chapter

2.1.1 The Rules describe the process and requirements for publication of the Auction Guidelines and set out the process for determining the de-rating factors by the Delivery Body or, in the case of Interconnector CMUs, the Secretary of State.

2.2 Capacity Auction Timetable and Guidelines

2.2.1 The Delivery Body must, prior to the opening of the Prequalification Window, publish auction guidelines that will include further specific details as to the running of each individual Capacity Auction (the "Auction Guidelines").

2.2.2 The Auction Guidelines must contain a timetable for the Capacity Auction, including dates for each of the steps in the second column below. The dates for each Capacity Auction will, unless the Delivery Body or the Secretary of State determines otherwise, be approximately as indicated in the first column.

Date	Activity
T – 22 weeks	Prequalification Window opens
T – 16 weeks	Prequalification Window closes
T – 10 weeks	Prequalification Results Day
T – 3 weeks	Notification of updated Auction Parameters and confirmation of the conditional Prequalified Applicants which have fully Prequalified pursuant to Rule 4.6.3
T – 3 weeks	Notification of Prequalified CMUs pursuant to Rule 5.5.10(b)
T – 3 weeks	In relation to T-1 Auction only, reconfirmation of the capacity contracted in the relevant T-4 Auction announced pursuant to Rule 5.5.10(c)
T – 10 working days	Price-Maker decisions and decisions under Rules 5.5.11 and 5.5.13 to be notified to Auctioneer
T	Time for first Bidding Window to commence and first Bidding Window to close

2.2.3 The Auction Guidelines must also provide the following information:

(a) the Auction Parameters determined by the Secretary of State for the relevant Capacity Auction;

(b) where to access the relevant forms to be completed by Applicants as part of the Prequalification process and relevant file formats for the Application and Additional Information;

(c) instructions on using the EMR Delivery Body Portal and the IT Auction System, including how to:

(i) register, and complete security and identity checks for, all individuals that require access to such systems (subject, in the case of any Agent, to compliance with Rule 3.3.5);

(ii) submit prequalification information (including the required file format for the uploading of any supporting documentation);

(iii) participate in the Capacity Auction using the IT Auction System and any backup systems (including how to submit an Exit Bid and a Duration Bid Amendment); and

(iv) access the Capacity Market Register and submit notifications to the Delivery Body;

(ca) the start and end date of the CCS CFD Transfer Notice Window; and

(d) any other information which is to be included in the Auction Guidelines from time to time under the Regulations or the Rules including pursuant to Rule 2.3.

2.2.4 If the Secretary of State notifies any adjustments to the Auction Parameters for a Capacity Auction to the Delivery Body pursuant to Regulation 13, the Delivery Body must publish such adjusted Auction Parameters within 5 Working Days of receiving such notification and such adjusted Auction Parameters shall thereafter form part of the Auction Guidelines for the relevant Capacity Auction in substitution for the previous Auction Parameters.

2.2.5 If, following the close of the Prequalification Window for a Capacity Auction held in the 2017/18 Auction Window, the Secretary of State makes amendments to the Generating Technology Classes in Schedule 3 to introduce new Storage Generating Technology Classes for that Capacity Auction, the Delivery Body must, within five Working Days of the amendments to the Storage Generating Technology Classes,

(a) publish a list of the Storage Generating Technology Classes that are Duration Limited for that Capacity Auction; and

(b) publish the De-rating Factor for each new Storage Generating Technology Class; and

this information shall thereafter form part of the Auction Guidelines for that Capacity Auction.

2.3 De-rating of CMUs

2.3.1 The Delivery Body must, for each calendar year, calculate:

(a) a De-rating Factor for each Generating Technology Class; and

(b) a De-rating Factor for DSR CMUs.

2.3.1A The Secretary of State must, for each calendar year:

(a) subject to Rule 2.3.1B, determine a De-rating Factor for each Interconnector CMU; and

(b) as soon as reasonably practicable give notice of those De-rating Factors to the Delivery Body, for the purpose of their inclusion in the Auction Guidelines.

2.3.1B The Secretary of State is not required to determine a De-rating Factor for an Interconnector CMU unless it is:

(a) an Existing Interconnector CMU; or

(b) a Prospective Interconnector CMU, provided that the Electricity Interconnector comprised in the CMU has been included in the most recent report of the Delivery Body under Regulation 7.

2.3.2 The Auction Guidelines for a Capacity Auction must include each of the De-rating Factors calculated pursuant to Rule 2.3.1 or 2.3.1A as applicable in the calendar year in which such Auction Guidelines are published.

2.3.3 The De-rating Factors published in any Auction Guidelines apply to determine the De-rated Capacity of:

(a) any CMU participating in the Capacity Auction to which such Auction Guidelines relate; and

(b) any CMU that acquires a Capacity Obligation through secondary trading of Capacity Agreements awarded in the Capacity Auction to which such Auction Guidelines relate.

2.3.4 A De-rating Factor is:

(a) for CMUs in a Generating Technology Class, except for CMUs in a Storage Generating Technology Class that is Duration Limited and CMUs in a Non-dispatchable Generating Technology Class, the Technology Class Weighted Average Availability ("TCWAA") of that Generating Technology Class;

(b) for DSR CMUs except those CMUs described in Rule 2.3.4(e), the Average Availability of Non-BSC Balancing Services ("AABS");

(c) for an Interconnector CMU, the Equivalent Firm Interconnector Capacity ("EFIC") of that CMU;

(d) for CMUs in a Storage Generating Technology Class that is Duration Limited and for CMUs in a Non-dispatchable Generating Technology Class, the Equivalent Firm Capacity ("EFC") of that Generating Technology Class; and

(e) for Unproven DSR CMUs which are bidding for or are awarded Capacity Agreements of a duration exceeding one Delivery Year, and for which a declaration has been made under Rule 3.10.1(aa)(iv)(aa) that the CMU contains or will contain at least one DSR CMU Component that contains a Storage Facility, the EFC of the Storage Generating Technology Class declared under Rule 3.10.1(aa)(iv)(bb).

2.3.4A The Delivery Body must, for each Capacity Auction, determine whether each Storage Generating Technology Class is Duration Limited in accordance with Rule 2.3.4B.

2.3.4B A Storage Generating Technology Class is Duration Limited for a particular Capacity Auction if at least 5% of Loss of Load Occurrences for the corresponding Delivery Year are estimated by the Delivery Body to last longer than the specified minimum duration for that Generating Technology Class.

2.3.4C The Auction Guidelines for a Capacity Auction must specify which Storage Generating Technology Classes are Duration Limited for the purposes of that Capacity Auction.

2.3.5 With respect to the first Delivery Year, TCWAA and AABS are calculated by the Delivery Body as follows:

(a) for TCWAA, by:

(i) determining the Average Availability (AA) for each BM Unit directly connected to the Transmission Network in the Generating Technology Class over the seven immediately preceding Core Winter Periods. The Average Availability is a mean average equal to:

(aa) the sum of each declared Maximum Export Limit of that BM Unit at real time in High Demand Settlement Periods over the seven Core Winter Periods, excluding any declared Maximum Export Limit which exceeds the 95th percentile of all declared Maximum Export Limits of that BM Unit in those Core Winter Periods, divided by

(bb) the sum of the highest declared Maximum Export Limit figure from each Core Winter Period, excluding any declared Maximum Export Limit which exceeds the 95th percentile of the declared Maximum Export Limits of that BM Unit in that Core Winter Period ("BM Unit Max MEL"); and

(ii) determining the mean average of AA for all BM Units directly connected to the Transmission Network in that Generating Technology Class, weighted according to the BM Unit Max MEL of each such BM Unit; and

(b) for AABS, by determining the mean average of the declared availabilities of all Non-BSC Balancing Services at real time in High Demand Settlement Periods over the three immediately preceding Core Winter Periods, divided by their contracted volumes.

2.3.5A EFIC is determined by the Secretary of State for an Interconnector CMU in accordance with the methodology set out in Schedule 3A.

2.3.5B EFC is determined in accordance with the methodology set out in Schedule 3B by the Delivery Body for a Storage Generating Technology Class that is Duration Limited and a Non-dispatchable Generating Technology Class.

2.3.6 For the purposes of:

(a) Rule 2.3.5(a), the Delivery Body must not take account of any data that relates to BM Units that are not, at the time of calculation, governed by the Grid Code or the CUSC; and

(b) Rule 2.3.5(b), the Delivery Body must not take account of any data that relates to a Non-BSC Balancing Service,

to the extent that such data is subject to confidentiality restrictions that prevent it being made available for these purposes.

2.3.7 For the purposes of this Rule 2.3, a "Non-BSC Balancing Service" is the balancing service of short term operating reserve provided on a committed basis pursuant to the Short Term Operating Reserve Standard Contract Terms.

2.3.8 The Delivery Body:

(a) must, on the request of the Secretary of State or the Authority, and

(b) may, at any other time,

consult interested parties as to whether the calculation methodology for TCWAA, EFC and/or AABS achieves its objective and/or whether an alternative methodology (for which it may make proposals) would be more effective.

2.3.9 The objective referred to in Rule 2.3.8 is to derive a percentage which most reliably reflects either (in the case of TCWAA and AABS) the mean average availability of the relevant CMUs during Loss of Load Occurrences or (in the case of EFC) the level of Expected Energy Unserved when the Total System is at the reliability standard of 3 hours of expected loss of load per Capacity Year. This means:

(a) in the case of TCWAA, the availability of the fleet of CMUs in that Generating Technology Class to generate;

(b) in the case of AABS, the availability of the fleet of non-BSC Balancing Service CMUs to provide Demand Side Response; and

(c) in the case of EFC, the percentage of 1MW of Firm Capacity that would be required to replace 1 MW of capacity provided by a CMU in that Generating Technology Class whilst maintaining the reliability standard set out in the Regulations.

2.3.9A For the purpose of Rule 2.3.9(c), “Firm Capacity” means 100% available and 100% reliable generation.

2.3.10 This Rule 2.3.10 applies following a consultation in accordance with Rule 2.3.8.

(a) The Delivery Body may propose a revised calculation methodology for, or alternative calculation methodology to, TCWAA, EFC and/or AABS to the relevant entity.

(b) If a calculation methodology is approved by the relevant entity and, where required, introduced via amendments to these Rules, the Delivery Body must apply it in accordance with paragraphs (c) and (d).

(c) Subject to paragraph (d), the Delivery Body must apply the calculation methodology to calculate the affected De-rating Factors pursuant to Rule 2.3.1 for Auction Guidelines published in the calendar year in which the calculation methodology is introduced via amendments to these Rules (or the calendar year in which the calculation methodology is approved, if no amendments to these Rules are required) and following calendar years.

(d) Where the calculation methodology is introduced via amendments to these Rules (or approved, if no amendments to these Rules are required) in the same calendar year as, but later than the publication of a final version of the Auction Guidelines pursuant to the Regulations, the calculation methodology must not be applied to calculate the De-rating Factors for those Auction Guidelines.

2.3.10A For the purposes of Rule 2.3.10, unless the Authority and Secretary of State agree otherwise, the relevant entity is:

(a) the Authority where the Authority requested the consultation under Rule 2.3.8(1)(a); and

(b) in any other case, the Secretary of State.

2.3.11 Omitted.

2.4 Annual review of Generating Technology Classes

2.4.1 The Secretary of State must, each calendar year, review whether any generating technology should be identified as a Generating Technology Class as follows:

(a) by 1 October of each calendar year, the Secretary of State must consult interested parties as to whether any class of Generating Unit not already identified as a Generating Technology Class is capable to contributing to security of supply; and

(b) by 1 December of each calendar year, the Secretary of State must publish the outcome of the review.

2.4.2 If, following the review, the Secretary of State determines that a class of Generating Unit should be identified as a Generating Technology Class, the Secretary of State must amend the Rules accordingly as soon as reasonably practicable.

CHAPTER 3: PREQUALIFICATION INFORMATION

3 Application for Prequalification: Process and Information

3.1 Purpose of this Chapter

3.1.1 The Rules govern the processes by which:

(a) an Applicant may apply to the Delivery Body for Prequalification of a CMU to participate in a Capacity Auction for a given Delivery Year (the "Application Process"); and

(b) the owner of a Mandatory CMU for which no Application is made must notify the Delivery Body that the CMU is Opting-out of the Capacity Auction, and whether it will remain operational.

3.1.2 The purpose of the Application Process is to allow the Delivery Body, pursuant to the Rules set out in Chapter 4, to determine for each CMU which is the subject of an Application, inter alia:

(a) whether the CMU is a Transmission CMU, a CMRS Distribution CMU, a Non-CMRS Distribution CMU, an Interconnector CMU or a DSR CMU;

(b) in the case of a Generating CMU or an Interconnector CMU, whether the CMU comprises an Existing CMU, a New Build CMU or a Refurbishing CMU; and

(c) whether the CMU should Prequalify.

3.2 Identifying the Applicant for a CMU

3.2.1 There must be one Applicant only with respect to any CMU as determined in accordance with this Rule 3.2.

3.2.2 The Applicant for a DSR CMU must be the DSR Provider for that CMU.

3.2.3 Subject to Rules 3.2.4 to 3.2.9, the Applicant for a Generating CMU must be the person that is, or in the case of a Prospective Generating CMU will be, the legal owner of each Generating Unit comprised in that CMU.

3.2.4 Rule 3.2.5 applies where:

(a) an Existing Generating CMU comprises a Generating Unit or a number of Generating Units;

(b) all such Generating Units are within the legal ownership of the same person; and

(c) the Despatch Controller with respect to each Generating Unit comprised in that Existing Generating CMU is a person other than the legal owner.

3.2.5 Where this Rule 3.2.5 applies, the Despatch Controller may be the Applicant with respect to an Existing Generating CMU provided that an Applicant Declaration is submitted with the relevant Application signed by:

(a) two directors (or officers, in the case of a body other than a company) of the person having legal ownership of each Generating Unit comprised in that Existing Generating CMU; and

(b) two directors (or officers, in the case of a body other than a company) of the Despatch Controller of each Generating Unit comprised in that Existing Generating CMU.

3.2.6 Rule 3.2.7 applies where:

(a) a Generating CMU comprises a number of Generating Units with a Connection Capacity totalling no more than 50 MW;

(b) legal ownership of such Generating Units is or, in the case of a Prospective CMU, will be vested in more than one person; and

(c) Despatch Control with respect to each Generating Unit comprised in that Generating CMU rests or, in the case of a Prospective CMU, will rest with a single Despatch Controller (who may also be the legal owner of one or more of the Generating Units comprised in such Generating CMU).

3.2.7 Where this Rule 3.2.7 applies, the Despatch Controller (or, in the case of a Prospective CMU, the person who will be the Despatch Controller) must be the Applicant with respect to a Generating CMU and the following declarations must be submitted with the relevant Application:

(a) an Aggregator Declaration signed by two directors (or officers, in the case of a body other than a company) of the Despatch Controller of each Generating Unit comprised in that Generating CMU; and

(b) a Legal Owner Declaration in respect of each Generating Unit comprised in that Generating CMU signed by two directors (or officers, in the case of a body other than a company) of the person having legal ownership of the relevant Generating Unit.

3.2.8 Rule 3.2.9 applies where:

(a) a Prospective Generating CMU comprises a Generating Unit or a number of Generating Units with a Connection Capacity totalling no more than 50MW;

(b) all such Generating Units are within the legal ownership of the same person; and

(c) the Despatch Controller with respect to each Generating Unit comprised in that Prospective Generating CMU is a person other than the legal owner.

3.2.9 Where this Rule 3.2.9 applies, the Despatch Controller must be the Applicant with respect to a Prospective Generating CMU and an Applicant Declaration must be submitted with the relevant Application, signed by:

(a) two directors (or officers, in the case of a body other than a company) of the person having legal ownership of each Generating Unit comprised in that Prospective Generating CMU; and

(b) two directors (or officers, in the case of a body other than a company) of the Despatch Controller of each Generating Unit comprised in that Prospective Generating CMU.

3.2.10 Subject to Rule 3.2.11, the Applicant for an Interconnector CMU must be the person that is, or in the case of a Prospective Interconnector CMU will be, the legal owner of the Electricity Interconnector comprised in that CMU together with the Non-GB Part.

3.2.11 The Applicant may be a Joint Owner in relation to the Interconnector CMU, provided that:

(a) the Applicant is a legal owner of the Electricity Interconnector and the holder of the Interconnection Licence; and

(b) a Joint Owner Declaration is submitted with the relevant Application that:

(i) identifies which of the Joint Owners is making the Application;

(ii) in the case of an Application for an Existing CMU, is in the form set out in and signed in accordance with Exhibit DA or DB; and

(iii) In the case of an Application for a Prospective CMU, is in in the form set out in and signed in accordance with Exhibit DC.

3.3 Submitting an Application for Prequalification

3.3.1 An Application to Prequalify a CMU for a Capacity Auction must only be made:

(a) by the Applicant for that CMU (subject to Rule 3.3.5); and

(b) through the EMR Delivery Body Portal in the form and in the manner prescribed in the Auction Guidelines.

3.3.2 Subject to Rule 4.2.3, an Applicant may only make one Application for a CMU for a Capacity Auction.

3.3.3 An Application may not be made for a CMU for a Capacity Auction if:

(a) that CMU, or any Generating Unit or DSR CMU Component comprised in that CMU, currently has a Capacity Agreement, or is part of a CMU which currently has a Capacity Agreement, for the Delivery Year for which the Capacity Auction is to be held;

(aa) the CMU does not meet the General Eligibility Criteria;

(b) omitted;

(c) the CMU is a Defaulting CMU or an Excluded CMU;

(d) the Application is for a Refurbishing CMU in respect of which:

(i) the Pre-Refurbishment CMU was awarded a Capacity Agreement as a Refurbishing CMU in a previous Capacity Auction; and

(ii) such Capacity Agreement was reduced pursuant to Rule 6.8.4(a), Rule 8.3.6(b) or (c) at any time during the preceding two years,

provided that:

(aa) this Rule does not prevent an Application in relation to such CMU as an Existing CMU; and

(bb) if the CMU previously ceased to be Prequalified as a result of this Rule when read with Rule 4.4.3AB, this Rule does not operate to prevent an Application for the CMU in respect of auctions in more than two consecutive Auction Windows as a result of the same circumstances;

(e) subject to Rule 3.3.3A(a), the Application is for a Generating CMU or an Interconnector CMU in respect of which a Capacity Agreement has previously been awarded that has been terminated in consequence of a Termination Event within Rule 6.10.1(g), Rule 6.10.1(ga) or Rule 6.10.1A(a)(iii) at any time during the preceding two

years provided that if the CMU previously ceased to be Prequalified as a result of this Rule when read with Rule 4.4.3AC, this Rule does not operate to prevent an Application for the CMU in respect of auctions in more than two consecutive Auction Windows as a result of the same termination; or

(f) subject to Rule 3.3.3A(b), the Application is for a New Build CMU in respect of which, at any time ("t") during the preceding two years:

(i) the Applicant, or a member of the Applicant's Group, was the New Build Capacity Provider; and

(ii) a Capacity Agreement awarded in respect of the CMU was terminated at time t and in consequence of a Termination Event within Rule 6.10.1(b), 6.10.1(ba), 6.10.1(c), or 6.10.1(e) or a notice was issued under Rule 6.8.2B;

provided that:

(aa) this Rule does not prevent an Application in relation to such CMU as an Existing CMU; and

(bb) if the CMU previously ceased to be Prequalified as a result of this Rule when read with Rule 4.4.3AC, this Rule does not operate to prevent an Application for the CMU in respect of auctions in more than two consecutive Auction Windows as a result of the same termination.

3.3.3A Omitted.

3.3.4 An Applicant must make separate Applications for a Capacity Auction with respect to separate CMUs.

3.3.5 An Applicant may nominate an Agent to submit an Application for a CMU on its behalf and to otherwise perform its obligations under the Regulations or the Rules (whether in its capacity as Applicant, Bidder or Capacity Provider) provided that:

(a) an Agent Nomination Form with respect to such Agent is included in the Application;

(b) only one Agent is appointed by an Applicant with respect to a CMU at any one time;

(c) such Agent (or any member within the Agent's Group) is not also the Agent for any other Applicant (unless the other Applicant is a member of the same Applicant's Group);

(d) if the Applicant wishes to revoke the appointment of an Agent or to appoint a different Agent, the Applicant must submit a new Agent Nomination Form to the Delivery Body; and

(e) the Agent shall not have the authority to sign any Prequalification Certificate, Price-Maker Certificate, Certificate of Conduct or any other directors' or officers' certificate or other formal representation required to be submitted by the Applicant pursuant to the Regulations or the Rules.

3.3.6 For each CMU which an Applicant wishes to Prequalify, and for each Capacity Auction, the Applicant must:

(a) submit a separate application form and the required Additional Information (together, an "Application") to the Delivery Body;

(b) comply with the requirements of the Application Process; and

(c) cooperate with the Delivery Body and other Administrative Parties in the execution of their duties.

3.3.6A From the opening of the 2023 Prequalification Window, where an Applicant has submitted a previous successful Application and there are elements of the application form and/or Additional Information which remain unchanged and which continue to meet the requirements of these Rules, the Applicant may elect to reuse the unchanged elements of the previous application form and/or Additional Information when submitting a new Application for the relevant Capacity Auction, subject to the following:

(a) The Applicant may continually reuse the unchanged elements for a maximum period of 4 years;

(b) Notwithstanding the ability to reuse the unchanged elements, the Applicant is required to fully complete and submit an Application for the relevant Capacity Auction;

(c) This Rule 3.3.6A does not apply to the Prequalification Certificate, or to information or documents submitted to comply with any of the following:

(i) omitted

(ii) Rule 3.4.11;

(iii) Rule 3.6.1;

(iv) Rule 3.6A.1;

(v) Rule 3.6.5;

(vi) Rule 3.6.5A;

(vii) Rule 3.6.6;

(viii) Rule 3.6.7;

(ix) Rule 3.7.3A;

(x) Rule 3.7.4;

(xi) Rule 3.8.2A;

(xii) Rule 3.8.3;

(xiia) Rule 3.8A.1;

(xiib) Rule 3.8A.4;

(xiii) Rule 3.9.5;

(xiv) Rule 3.9.5A;

(xv) Rule 3.9.6;

(xvi) Rule 3.9.7;

(xvii) Rule 3.10.3A;

(xviii) Rule 3.10.4;

(xviiia) Rule 3.10ZA.1 or Rule 3.10ZA.2

(xix) Rule 3.11.2A;

(xx) Rule 3.15;

(xxi) Rule 4.8.1(b);

(xxii) Rule 6.6.1;

(xxiii) Rule 9.2.10A; and

(xxiv) Rule 13.2.6(a)(i).

(d) This Rule 3.3.6A does not apply to application forms and/or Additional Information submitted prior to the opening of the 2022 Prequalification Window.

3.3.7 An Application will not be considered or accepted unless it is submitted:

(a) during the Prequalification Window; and

(b) in accordance with:

(i) the Regulations and the Rules;

(ii) the timetable and requirements for submission set out in the Auction Guidelines applicable to the relevant Capacity Auction; and

(iii) such other requirements as may be specified by the Delivery Body from time to time.

3.3.8 In submitting an Application, an Applicant:

(a) is bound to comply with the Auction Guidelines applicable to the relevant Capacity Auction; and

(b) consents to the disclosure of Applicant Confidential Information in accordance with the Regulations or the Rules.

3.4 Information to be provided in all Applications

3.4.1 General details about the Applicant

Each Applicant must provide such details in each Application as are required pursuant to the Regulations, the Rules or the Auction Guidelines or as specified by the Delivery Body under Rule 3.3.7(b)(iii), including:

(a) the name of the Applicant;

(b) if relevant, the corporate registration number of the Applicant;

(c) contact details, including registered address of the Applicant and:

(i) name of the authorised contact person at the Applicant or Agent who is responsible for liaising with the Delivery Body in relation to the Application and any resulting Capacity Agreement; and

(ii) an email address and telephone number that can be used by a person wishing to discuss secondary trading in relation to the CMU which is the subject of the application;

(ca) where the Applicant is a member of a Group, the name of the direct Holding Company for the Applicant;

(d) omitted;

(e) omitted;

(ea) omitted;

(f) in the case of an Application that is submitted by an Agent, an Agent Nomination Form;

(g) in the case of an Application relating to a Capacity Auction falling within an Auction Window starting on 1st September 2018, or any subsequent Auction Window, the value added tax identification number of the Applicant. Or in the event that the Applicant does not yet have a value added tax identification number at the point of submitting their Application, a notice that one is not yet available. The Applicant must as soon as it is reasonably practicable notify the Delivery Body once they have received a value added tax identification number; and

(h) omitted.

3.4.1A Omitted.

3.4.2 Legal status of the Applicant

(a) subject to Rule 3.3.6A, each Applicant must provide in the Application a copy of its certificate of incorporation and other related evidence as required for the relevant type of person under the Auction Guidelines;

(b) omitted.

3.4.3 Nominations relating to the CMU

Each Applicant must:

(a) specify in the Application:

(i) the CMU to which the Application relates (including a description of, the full postal address with postcode, if available, and the two letter prefix and six-figure Ordnance Survey grid reference numbers of, the Generating Unit(s) and for Proven DSR CMUs, their CMU Component(s), or of the Electricity Interconnector). In the event that no postcode has yet been assigned to the CMU at the point the Applicant submits the Application, the Applicant should provide the Delivery Body with notice of this fact. The Applicant must as soon as it is reasonably practicable notify the Delivery Body of the CMU's postcode once it has been allocated by Royal Mail;

(ii) omitted;

(iii) BM Unit Identifiers (as defined in the Balancing and Settlement Code), if applicable;

(iv) omitted.

(b) Omitted.

3.4.4 Classification of the CMU

Each Applicant must declare whether the CMU to which the Application relates comprises:

(a) an Existing CMU, a New Build CMU, a Refurbishing CMU, a Proven DSR CMU or an Unproven DSR CMU;

(b) if the CMU is a Generating CMU, whether the CMU comprises of at least one Storage Facility; and

(c) if the CMU is an Unproven DSR CMU in relation to which the Applicant is bidding for a Capacity Agreement of a duration exceeding one Delivery Year, whether the CMU contains or will contain at least one DSR CMU Component that contains at least one Storage Facility.

3.4.4A Statement as to Low Carbon Declaration

Each Application must state whether:

(a) in respect of the CMU to which the Application relates, the Applicant is providing a Low Carbon Declaration; and

(b) where it is providing a Low Carbon Declaration, whether it intends the CMU to be:

(i) a Declared 12 Month Long Stop CMU;

(ii) a Declared 24 Month Long Stop CMU;

(iii) a Nine Year Capex Threshold CMU; or

(iv) a Three Year Zero Capex Threshold CMU.

3.4.5 Statement as to Capacity

Each Application must specify:

(a) the Connection Capacity or DSR Capacity (as applicable) of the CMU and, in the case of a Generating CMU, each Generating Unit comprising such CMU, for the Delivery Year to which the Capacity Auction relates and, in the case of a Generating CMU or Interconnector CMU, the basis on which the Connection Capacity has been determined pursuant to Rule 3.5 or Rule 3.5A;

(b) in the case of a Generating CMU, the Generating Technology Class to which each Generating Unit that comprises such a CMU belongs; and

(c) in the case where Rule 3.5.5 applies, each CMU to which the relevant Grid Connection Agreement or Distribution Connection Agreement (as applicable) applies.

3.4.5A Primary Fuel Type

In the case of a Generating CMU, each Application must state the Primary Fuel Type, and the Primary Fuel for each Generating Unit comprising such CMU, which it is intended at the time the Application is made will be used for the CMU, and each Generating Unit comprising such CMU, at the beginning of the Delivery Year.

3.4.5B In the case of an Existing Generating CMU, Proven DSR CMU, or associated Pre-Refurbishment CMU of a Refurbishing CMU, which comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component, each Application must state whether the Commercial Production Start Date of the Fossil Fuel Component or the Associated Fossil Fuel Component is before or on or after 4 July 2019.

3.4.6 Omitted.

3.4.7 Low Carbon Exclusion and Low Carbon Grant status

(a) Each Applicant must, in the Application:

(i) declare that at the time of making the Application, the CMU to which the Application relates:

(aa) is not the subject of an application for a CFD that has yet to be determined, or an offer of a CFD that has been made and remains open for acceptance, or a CFD that has been entered into and has not expired or been terminated;

(bb) is neither accredited under, nor the subject of an application for accreditation under, any other Low Carbon Exclusion of the type described in paragraph (a) of the definition of “Low Carbon Exclusion” in Regulation 16(4); and

(cc) will not be benefitting from support under a Low Carbon Exclusion at the commencement of, or during, the relevant Delivery Year or period of Delivery Years;

(ii) if the CMU is currently benefitting from support under a Low Carbon Exclusion of the type described in paragraph (a) of the definition of “Low Carbon Exclusion” in Regulation 16(4), include a Non-Support Confirmation; or

(iii) if an application has been made (and not determined) for a Low Carbon Exclusion in the form of a CFD in respect of the CMU, include a Withdrawal Confirmation.

(b) Each Applicant must, in the Application, declare that at the time of making the Application the CMU to which the Application relates has not benefitted and will not benefit from a Low Carbon Grant either during, or in the ten years prior to the commencement of, the relevant Delivery Year.

(c) Each Applicant must acknowledge that the Low Carbon Exclusion and Low Carbon Grant status of the CMU may be checked by the Authority at any time following submission of the Application.

(d) Applicants that provide a Non-Support Confirmation under Rule 3.4.7(a)(ii) must, with the Application, provide a copy of the document which sets out the term of their entitlement to benefit from the Low Carbon Exclusion.

3.4.8 Omitted.

3.4.9 Omitted.

3.4.10 Omitted.

3.4.11 Fossil Fuel Emissions and Fossil Fuel Yearly Emissions

(a) Notwithstanding provision by an Applicant of a declaration under Rule 3.6.5, Rule 3.7.4, Rule 3.8.3, Rule 3.9.5 or Rule 3.10.4 (where applicable), each Applicant for a Generating CMU or a DSR CMU (each "a relevant CMU") must, in respect of:

(i) a Generating Unit, DSR CMU Component or Associated Fossil Fuel Component by which a Storage Facility has or will have part or all of its electricity requirements met (each "a relevant CMU component") which comprises or will or may comprise in the relevant CMU; and

(ii) a Delivery Year for which a Capacity Obligation would be awarded in respect of the relevant CMU if a bid in respect of the relevant CMU were accepted at the Capacity Auction for which the Applicant is applying for prequalification ("a relevant Delivery Year"),

make the declaration in paragraph (b).

(b) An Applicant for a relevant CMU must, in the Application, declare that:

(i) in respect of a relevant Delivery Year that commences in 2022 or a subsequent Delivery Year, any relevant CMU component with a Commercial Production Start Date on or after 4 July 2019 will not exceed the Fossil Fuel Emissions Limit; and

(ii) in respect of a relevant Delivery Year that commences in 2024 or a subsequent Delivery Year, any relevant CMU component with a Commercial Production Start Date before 4 July 2019 will not exceed the Fossil Fuel Emissions Limit (except that, where it exceeds the Fossil Fuel Emissions Limit, it will not exceed the Fossil Fuel Yearly Emissions Limit).

3.5 Determining the Connection Capacity of a Generating CMU

3.5.1 The Connection Capacity of a Generating CMU is the aggregate of the Connection Capacity of each Generating Unit comprised in that Generating CMU as determined pursuant to Rule 3.5.2.

3.5.1A The aggregate Connection Capacity of all Generating Units comprised in a Generating CMU must not exceed the sum of the Transmission Entry Capacity and Maximum Export Capacity (as applicable) which apply to each of the Generating Units comprised in that Generating CMU.

3.5.2 Subject to Rules 3.5.3 and 3.5.5, the Connection Capacity of a Generating Unit must be calculated as follows:

(a) for a Generating Unit forming all or part of a Transmission CMU, the Transmission Entry Capacity stated in the Grid Connection Agreement for that Generating Unit; and

(b) for a Generating Unit forming part or all of an Existing Generating CMU which is a Distribution CMU, the Maximum Export Capacity stated in the Distribution Connection Agreement for that Generating Unit or in the written confirmation from the Distribution Network Operator provided pursuant to Rule 3.6.3(c)(ii) (as applicable);

(ba) omitted;

(c) for a Generating Unit forming part or all of a Prospective Generating CMU which is a Distribution CMU:

(i) omitted;

(ii) omitted;

(iii) where the Generating Unit:

(aa) omitted;

(bb) does not have a Distribution Connection Agreement or a connection offer, or has a Distribution Connection Agreement or a connection offer but such agreement or offer contains no information relevant to the calculation of registered capacity or inverter rating, the estimated capacity that the Applicant, with respect to the Generating CMU (that includes that Generating Unit) anticipates (acting in good faith) to be the maximum capacity which will be physically capable of being transmitted from the Generating Unit to the Distribution Network,

in each case expressed in MW to three decimal places.

3.5.3 An Applicant for an Existing Generating CMU may, as an alternative to the determination of Connection Capacity set out in Rule 3.5.2, nominate a Connection Capacity for that Generating Unit equal to the Average Output of that Existing Generating CMU.

3.5.4 For the purposes of Rule 3.5.3, the "Average Output" of a Generating Unit is the mean average of the physically generated net outputs, or Metered Volume where applicable in MWh, multiplied by two to convert to MW and stated to three decimal places, of that Generating Unit in the three Settlement Periods identified by the Applicant under Rule 3.6.1(a) or Rule 3.6.1(aa).

3.5.5 Subject to Rule 3.5.1A, an Applicant for a Generating CMU may, as an alternative to the determination of Connection Capacity set out in Rule 3.5.2 or 3.5.3, nominate a Connection Capacity for a Generating Unit comprised in that Generating CMU in accordance with following formula:

$$CC_i = \frac{UCEC_i}{SCEC} \; X \; STEC$$

where:

CC_i is the Connection Capacity of Generating Unit "i";

Station-level Transmission Entry Capacity (STEC) is:

(a) in the case of a Generating Unit which is part of a Transmission CMU, the Transmission Entry Capacity for the power station of which Generating Unit "$_i$" is a component; or

(b) in the case of a Generating Unit which is part of a Distribution CMU, the Maximum Export Capacity for the power station of which Generating Unit "$_i$" is a component;

Station-level Connection Entry Capacity (SCEC) is:

(a) in the case of a Generating Unit which is part of a Transmission CMU:

(i) the Connection Entry Capacity stated in the Grid Connection Agreement for the power station of which Generating Unit "i" is a component; or

(ii) the sum of the Connection Entry Capacities stated in that Grid Connection Agreement for each Generating Unit which is a component of that power station;

(b) in the case of a Generating Unit which is part of a Distribution CMU:

(i) the registered capacity (or inverter rating, if applicable) stated in the Distribution Connection Agreement for the power station of which Generating Unit "i" is a component; or;

(ii) the sum of the registered capacities (or inverter ratings, if applicable) stated in that Distribution Connection Agreement for each of the generating sets comprised in that power station;

$UCEC_i$ is:

(a) in the case of a Generating Unit which is part of a Transmission CMU, the Connection Entry Capacity stated in the Grid Connection Agreement for Generating Unit "$_i$"; or

(b) in the case of a Generating Unit which is part of a Distribution CMU, the registered capacity (or inverter rating, if applicable) stated in the Distribution Connection Agreement for Generating Unit "$_i$";

"generating set" has the meaning given to it in the relevant Distribution Connection Agreement;

"power station" has the meaning given to it in the relevant Grid Connection Agreement or Distribution Connection Agreement as applicable.

3.5A Determining the Connection Capacity of an Interconnector CMU

3.5A.1 The Connection Capacity of an Interconnector CMU is the Transmission Entry Capacity stated for that Interconnector CMU.

3.5B Clarifications for determining the Connection Capacity of CMUs

3.5B.1 For the purposes of Rules 3.5 and 3.5A, where:

(a) reference is made to a Grid Connection Agreement, Distribution Connection Agreement or connection offer for a Generating Unit these refer to the agreement or offer in force at the date on which the Application is made;

(b) a Distribution Connection Agreement or connection offer for a Generating Unit states a range of values for the registered capacity or inverter rating of that

Generating Unit, the registered capacity or inverter rating of that Generating Unit will be taken to be the lowest value specified in that range; and

(c) reference is made to the Connection Entry Capacity, Transmission Entry Capacity, registered capacity or inverter rating, the values of those terms must be specified net of Auxiliary Load.

3.6 Additional Information for an Existing Generating CMU

3.6.1 Previous Settlement Period performance

(a) Except where Rule 3.6.1(aa) applies each Applicant for an Existing Generating CMU must:

(i) identify in the Application three Settlement Periods on separate days in the 24 months prior to the end of the Prequalification Window, or in the case where Rule 3.13 applies, prior to the close of the last day for submission of secondary trading, in which such Existing Generating CMU delivered a net output equal to or greater than its Anticipated De-rated Capacity; and

(ii) specify the physically generated net outputs, or Metered Volume where applicable, in MWh to three decimal places for each of those Settlement Periods.

(aa) This Rule 3.6.1(aa) applies solely to an Application submitted during the Prequalification Window for a Capacity Auction held in the 2025/2026 Auction Window (for the purposes of this Rule "the 2025 Prequalification Window") in respect of an Existing Generating CMU which has been closed down, decommissioned or otherwise non-operational in the 24 months prior to the end of the 2025 Prequalification Window ("the relevant CMU"). An Application must confirm that this Rule 3.6.1(aa) applies and identify three Settlement Periods on separate days in:

(i) the most recent period of 24 months prior to the end of the 2025 Prequalification Window during which the relevant CMU was operational; or

(ii) if the relevant CMU has previously been operational for less than a period of 24 months, the most recent period prior to the end of the 2025 Prequalification Window during which the relevant CMU was operational,

in which the relevant CMU delivered a net output equal to or greater than its Anticipated De-rated Capacity, and specify the physically generated net outputs, or Metered Volume where applicable, in MWh to three decimal places for each of those Settlement Periods.

(b) Each Applicant for an Existing Generating CMU that is a Non-CMRS Distribution CMU using the Supplier Settlement Metering Configuration Solution must provide:

(i) a letter from the supplier or former supplier to such CMU confirming:

(aa) the CMU or Generating Unit's physically generated net output, or Metered Volume where applicable, in MWh to three decimal places; and

(bb) whether line loss adjustments have been applied; or

(ii) where the Applicant cannot meet the requirements of 3.6.1(b)(i), evidence the CMU or Generating Unit delivered a Metered Volume (in MWh to three

decimal places) in discharge of an obligation to deliver a balancing service confirming the CMU or Generating Unit's physically generated net output,

in the three Settlement Periods referred to in Rule 3.6.1(a) or Rule 3.6.1(aa) for each Generating Unit that comprises that CMU.

(c) Each Applicant for an Existing Generating CMU that is a Non-CMRS Distribution CMU using the Balancing Services Metering Configuration Solution or Bespoke Metering Configuration Solution must provide either in relation to the CMU or to each Generating Unit comprising the Generating CMU:

(i) a letter from the supplier or former supplier to such CMU confirming the CMU or Generating Unit's physically generated net output in MWh to three decimal places; or

(ii) evidence the CMU or Generating Unit delivered a Metered Volume (in MWh to three decimal places) in discharge of an obligation to deliver a balancing service confirming the CMU or Generating Unit's physically generated net output in MWh to three decimal places;

(iii) and if line loss adjustments have been applied, either:

(aa) a letter from the Distribution Network Operator confirming the Line Loss Factor values in the three Settlement Periods referred to in Rule 3.6.1(a) or Rule 3.6.1(aa); or

(bb) where applicable, a letter from the owner of the Unlicensed Network confirming the electrical loss factor values in the three Settlement Periods referred to in Rule 3.6.1(a) or Rule 3.6.1(aa) and the methodology used to calculate such values.

3.6.2 Omitted

3.6.3 Connection Arrangements

(a) Each Applicant for an Existing Generating CMU that is a Transmission CMU must:

(i) confirm that one or more Grid Connection Agreements have been entered into which secure Transmission Entry Capacity for the relevant Delivery Year for the Generating Units comprised in the CMU at least equal, in aggregate, to the Anticipated De-rated Capacity of that CMU and any other CMU to which any such Grid Connection Agreement applies; and

(ii) provide a copy of the Grid Connection Agreement for each Generating Unit comprised in the CMU with the Application.

(b) omitted;

(c) Each Applicant for an Existing Generating CMU that is a Distribution CMU must:

(i) confirm that one or more Distribution Connection Agreements have been entered into which permit at least, in aggregate, the Anticipated De-rated Capacity of that CMU and any other CMU to which any such Distribution Connection Agreement applies to connect to the Distribution Network in the relevant Delivery Years; and

(ii) provide a copy of the Distribution Connection Agreement for each Generating Unit comprised in the CMU with the Application or, where this is not possible, written confirmation from the Distribution Network Operator that such Distribution Connection Agreement is in effect and confirming:

(aa) the registered capacity (or inverter rating, if applicable) of that Generating Unit and where a range of values is specified for the registered capacity (or inverter rating if applicable), the minimum value in that range; and

(bb) the capacity that such Generating Unit is permitted to export to the Distribution Network.

(d) For an Existing Generating CMU that is not directly connected to a Distribution Network the Applicant may, instead of complying with Rule 3.6.3(c), provide a letter from the owner of the Private Network to which the CMU is connected confirming:

(i) the full output that CMU is able to Export onto that Private Network; and

(ii) that the owner of that Private Network has an agreement with the relevant Distribution Network Operator for the connection of the Private Network to, and use of, a Distribution Network.

(e) Where reference is made to a Grid Connection Agreement, Distribution Connection Agreement or connection offer for a Generating Unit these refer to the agreement or offer in force at the date on which the Application is made.

3.6.4 Metering Arrangements

Omitted.

3.6.5 Fossil Fuel Emissions Declaration

(a) Subject to Rule 3.6.5(b), Rule 3.6.5(ca), Rule 3.6.5(d), and Rule 3.18.2 an Applicant for an Existing Generating CMU must provide to the Delivery Body a Fossil Fuel Emissions Declaration if the CMU comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component (each a “relevant Fossil Fuel Component”).

(b) The Applicant is not required to provide a new Fossil Fuel Emissions Declaration under this Rule 3.6.5 if the Applicant confirms in the Application that:

(i) after the coming into force of the Capacity Market (Amendment) (No. 2) Rules 2020, a Fossil Fuel Emissions Declaration has been provided to the Delivery Body in respect of the CMU (a “previous Fossil Fuel Emissions Declaration”) which is not a Fossil Fuel Emissions Declaration specified in Rule 3.6.5(c);

(ii) there has been no Emissions Related Material Change to the CMU or a relevant Fossil Fuel Component since the previous Fossil Fuel Emissions Declaration was provided;

(iii) the previous Fossil Fuel Emissions Declaration did not contain values for the Fossil Fuel Yearly Emissions of any relevant Fossil Fuel Component;

(iv) the previous Fossil Fuel Emissions Declaration did not declare that the Fossil Fuel Emissions CCUS Formula was used to determine Fossil Fuel Emissions of any relevant Fossil Fuel Component;

(v) the previous Fossil Fuel Emissions Declaration did not declare that the Fossil Fuel Emissions Mixed Fuel Formula was used to determine Fossil Fuel Emissions of any relevant Fossil Fuel Component;

(vi) the previous Fossil Fuel Emissions Declaration did not declare that the Fossil Fuel Emissions Composite Formula was used to determine Fossil Fuel Emissions of any relevant Fossil Fuel Component; and

(vii) the previous Fossil Fuel Emissions Declaration did not declare that the Design Efficiency CHPQA Formula was used to determine the Design Efficiency of any relevant Fossil Fuel Component;

however, an Applicant relying on this Rule 3.6.5(b) must reuse a previous Fossil Fuel Emissions Declaration as described in Rule 3.6.5ZA.

(c) A Fossil Fuel Emissions Declaration specified in this Rule 3.6.5(c) is:

(i) a Transitional Fossil Fuel Emissions Declaration; or

(ii) where the Application is in respect of the Delivery Year commencing on 1 October 2024 or any subsequent Delivery Year, a Pre-2024 T-1 Fossil Fuel Emissions Declaration.

(ca) The Applicant is not required to provide a Fossil Fuel Emissions Declaration with the Application under this Rule 3.6.5 if the Applicant makes a declaration in accordance with Rule 3.6.5A(b).

(d) omitted.

3.6.5ZA Fossil Fuel Emissions Declaration: Reuse

(a) In relation to an Application that it is making ("Application A"), an Applicant relying on Rule 3.6.5(b) must reuse a previous Fossil Fuel Emissions Declaration (as defined in Rule 3.6.5(b)(i)) by:

(i) providing, with Application A, a copy of the previous Fossil Fuel Emissions Declaration; and

(ii) it must be clear from that previous Fossil Fuel Emissions Declaration that it relates to the same CMU in respect of which Application A is being made.

(b) This Rule 3.6.5ZA applies notwithstanding Rule 3.3.6A(c)(v) and Rule 3.3.6A(c)(xx).

3.6.5A Exemption from requirement to provide Fossil Fuel Emissions Declaration at Prequalification

(a) An Applicant to which Rule 3.6.5(a) applies (“Applicant X”) is not required to provide a Fossil Fuel Emissions Declaration if Applicant X complies with Rule 3.6.5A(b), and provided that:

(i) Applicant X provides the confirmations in Rule 3.6.5A(b)(i)(aa) or (dd) only in circumstances where Applicant X, acting reasonably, determines that the CMU would not prequalify under Rule 4.4.2(k)(i) or (ii) if a Fossil Fuel Emissions Declaration were to be provided with the Application;

(ii) Applicant X provides the confirmation in Rule 3.6.5A(b)(i)(bb) only in circumstances where a Generating Unit comprised in the CMU uses more than one fuel to produce electricity and Applicant X does not intend to apply the Fossil Fuel Emissions Composite Formula to determine the Fossil Fuel Emissions of that component;

(iii) Applicant X provides the confirmation in Rule 3.6.5A(b)(i)(cc) in circumstances where a Generating Unit comprised in the CMU uses more than one fuel to produce electricity and is equipped with CCUS equipment, and Applicant X, acting reasonably, determines that the CMU would not prequalify under Rule 4.4.2(k)(i) or (ii) if a Fossil Fuel Emissions Declaration were to be provided with the Application (where Applicant X makes the declaration in Rule 3.6.5A(b)(ii)(aa) in respect of the Fossil Fuel Emissions Composite Formula); or

(iv) Applicant X provides the confirmation in Rule 3.6.5A(b)(i)(cc) in circumstances where a Generating Unit comprised in the CMU uses more than one fuel to produce electricity and is equipped with CCUS equipment (where Applicant X makes the declaration in Rule 3.6.5A(b)(ii)(bb) in respect of the Fossil Fuel Emissions Composite Formula).

(b) To comply with this Rule 3.6.5A(b), Applicant X must:

(i) confirm that at least one of the following formulae will be applied in respect of a relevant Fossil Fuel Component (as defined in Rule 3.6.5(a)):

(aa) the Fossil Fuel Emissions CCUS Formula;

(bb) the Fossil Fuel Emissions Mixed Fuel Formula;

(cc) the Fossil Fuel Emissions Composite Formula; and/or

(dd) the Design Efficiency CHPQA Formula;

(ii) declare that, at the date the Application is submitted:

(aa) it is not possible to determine the $CO2T_{ransferred}$ or $CO2_{Generated}$ (and therefore the TCF) of a relevant Fossil Fuel Component in respect of which Applicant X intends to apply the Fossil Fuel Emissions CCUS Formula or the Fossil Fuel Emissions Composite Formula to determine Fossil Fuel Emissions because, in the 14 months preceding the commencement of the Prequalification Window, there has not been a continuous period of 12 months during which the data required is available;

(bb) it is not possible to determine the FS of a fuel (and therefore the EFW) of a relevant Fossil Fuel Component in respect of which Applicant X will apply the Fossil Fuel Emissions Mixed Fuel Formula or intends to apply the Fossil Fuel Emissions Composite Formula to determine Fossil Fuel Emissions because, in the 14 months preceding the commencement of

the Prequalification Window, there has not been a continuous period of 12 months during which the data required is available; and/or

(cc) it is not possible to determine the Design Efficiency of a relevant Fossil Fuel Component in respect of which Applicant X intends to apply the Design Efficiency CHPQA Formula because a Qualifying CHPQA Certificate has not been issued in respect of that component; and

(iii) confirm that a Fossil Fuel Emissions Declaration will be provided prior to the deadline in Rule 8.3.12A(b).

3.6.6 Confirmation by an Existing CMU not using Fossil Fuels

An Applicant for an Existing Generating CMU which is not a CMU described in Rule 3.6.5(a) must declare that if, after the Capacity Auction to which the Application relates, there is an Emissions Related Material Change to the CMU, the Applicant will provide:

(a) confirmation to the Delivery Body within two months following the Emissions Related Material Change:

(i) whether the Commercial Production Start Date of each Fossil Fuel Component or Associated Fossil Fuel Component added is before or on or after 4 July 2019; and

(ii) whether, in respect of a Fossil Fuel Component or Associated Fossil Fuel Component, the Applicant will apply the Fossil Fuel Emissions CCUS Formula, Fossil Fuel Emissions Mixed Fuel Formula or Fossil Fuel Emissions Composite Formula to determine its Fossil Fuel Emissions and/or apply the Design Efficiency CHPQA Formula to determine its Design Efficiency.

(b) a Fossil Fuel Emissions Declaration to the Delivery Body by the deadline in Rule 8.3.12(b)(ii).

3.6.7 Omitted.

3.6A Additional information for an Existing Interconnector CMU

3.6A.1 Previous Settlement Period performance

Each Applicant for an Existing Interconnector CMU must identify in the Application three Settlement Periods on separate days in the Winter preceding the start of the Prequalification Window in which such Existing Interconnector CMU delivered a Net Output greater than zero as recorded for the purposes of the BSC by file CDCA-I041 of the Central Data Collection Agent (CDCA).

3.6A.2 Connection Arrangements

Each Applicant for an Interconnector CMU must:

(a) confirm that one or more Grid Connection Agreements have been entered into and are in force which secure Transmission Entry Capacity for the relevant Delivery Year for that CMU at least equal, in aggregate, to the Anticipated De-rated Capacity of the CMU and any other CMUs to which any such Grid Connection Agreement applies; and

(b) provide a copy of the Grid Connection Agreement with the Application.

3.6A.3 Metering Arrangements

Omitted.

3.6B Additional Information for an Existing or Prospective Interconnector CMU

3.6B.1 Each Applicant for an Interconnector CMU must declare in the Application:

(a) omitted.

(b) the country or territory in which the Non-GB Part will be located.

(c) omitted.

3.6C Additional Information for a New Build Interconnector CMU

3.6C.1 Information on existing Applicant Credit Cover

(a) This Rule 3.6C.1 applies to an Applicant for a New Build Interconnector CMU for which that Applicant has an existing Capacity Agreement, who:

(i) has previously provided Applicant Credit Cover in respect of that Interconnector CMU; and

(ii) wishes to be exempt from the requirement to provide further Applicant Credit Cover in accordance with Regulation 59(1B).

(b) Such an Applicant must include in the Application confirmation:

(i) that its Application is for the same New Build Interconnector CMU as the one to which that existing Capacity Agreement relates; and

(ii) that the Applicant Credit Cover previously provided has not been drawn down under Regulation 61.

3.7 Additional Information for a New Build CMU

3.7.1 Relevant Planning Consents

(a) each Applicant for a New Build CMU must declare in the Application:

(i) that it will obtain all Relevant Planning Consents and will have the Legal Right to use the land on which the CMU is, or will be, located by no later than the date falling 22 Working Days prior to the commencement of the first Bidding Window in relation to such Capacity Auction; or

(ii) otherwise that it has obtained all Relevant Planning Consents required for the construction and commissioning of the Prospective Generating Plant or Prospective Interconnector CMU (but excluding any ancillary infrastructure associated with, but not comprised in, the Prospective Generating Plant or Prospective Interconnector CMU) and has the Legal Right to use the land on which the CMU is, or will be, located;

(b) each Applicant, in relation to Rule 3.7.1(a)(ii) for a New Build CMU, must provide in the Application:

(i) the maximum allowable capacity granted under the Relevant Planning Consent;

(ii) omitted;

(iii) omitted;

(c) for the purposes of Rule 3.7.1, where the Connection Capacity of a Generating Unit determined under Rule 3.5 is greater than the maximum allowable capacity provided under Rule 3.7.1(b)(i), the Delivery Body shall set the Connection Capacity of a Generating Unit to the value given under Rule 3.7.1(b)(i).

3.7.2 Construction Plan

Each Applicant for a New Build CMU must state in the Application:

(a) a description of the nature of the construction, repowering or refurbishment works to be undertaken; and, where the duration of the Capacity Agreement for the CMU is to be greater than three Delivery Years:

(i) that, to the best of its knowledge and belief, the CMU will meet the Extended Years Criteria when completed; and

(ii) a description of how those criteria are to be met;

(b) a schedule identifying the earliest and latest dates for achieving the following Construction Milestones:

(i) commencement of construction works;

(ii) achievement of the Back-feed Milestone; and

(iii) achievement of the Substantial Completion Milestone;

(iv) Major Contract Date;

(v) Completion of Main Foundations;

(vi) First Delivery Date (or, in the case of an Interconnector CMU, Commencement of Cable Laying); and

(vii) First Firing Date (or, in the case of an Interconnector CMU, First Test Connection Date),

where for that purpose:

“Major Contract Date” means the date on which a Major Contract (or, where applicable, Relevant Contract) is to be entered into that will be legal, valid and binding and in full force and effect in accordance with its terms, with counterparties who will be able to perform their obligations under the contract;

“Completion of Main Foundations” means the completion of foundations and floor slabs to an extent that will enable the start of structural construction work;

“First Delivery Date” means the date that a turbine or generator comprised in the Core Generating Plant is first delivered to the construction site;

"Commencement of Cable Laying" means the date on which the first section of cable is laid in its final position;

"First Firing Date" means the date that a turbine or generator comprised in the Core Generating Plant is first started during the commissioning of a Generating Unit;

"First Test Connection Date" means the date on which electricity is first transmitted over the Electricity Interconnector at the operational voltage.

(c) the Total Project Spend;

(d) for a Generating CMU:

(i) in the case of a CMU in respect of which the Applicant has provided, or intends to provide, a Low Carbon Declaration but has not stated in the Application, pursuant to Rule 3.4.4A(b)(iv), that it intends it to be a Three Year Zero Capex Threshold CMU, whether the Qualifying £/kW Capital Expenditure is:

(aa) equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(bb) equal to or greater than the Nine Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold;

(cc) equal to or greater than the Three Year Minimum £/kW Threshold and less than the Nine Year Minimum £/kW Threshold; or

(dd) less than the Three Year Minimum £/kW Threshold;

(ii) in the case of a CMU in respect of which the Applicant has provided, or intends to provide, a Low Carbon Declaration and has stated in the Application, pursuant to Rule 3.4.4A(b)(iv), that it intends it to be a Three Year Zero Capex Threshold CMU, whether the Qualifying £/kW Capital Expenditure is:

(aa) equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(bb) equal to or greater than the Nine Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold; or

(cc) less than the Nine Year Minimum £/kW Threshold and equal to or greater than zero; or

(iii) in the case of any other Generating CMU, whether the Qualifying £/kW Capital Expenditure is:

(aa) equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(bb) equal to or greater than the Three Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold; or

(cc) less than the Three Year Minimum £/kW Threshold

(e) that the Construction Plan:

(i) is, to the best of its knowledge and belief, based on reasonable assumptions;

(ii) accurately summarises the planned works; and

(iii) is not misleading.

3.7.3 Connection Arrangements

(a) Each Applicant for a New Build CMU that is or will be a Transmission CMU must:

(i) confirm that one or more Grid Connection Agreements have been entered into which secure Transmission Entry Capacity for the relevant Delivery Years for the Generating Units comprised in that CMU at least equal, in aggregate, to the Anticipated De-rated Capacity of that CMU and any other CMUs to which any such Grid Connection Agreement applies; and

(ii) provide a copy of the Grid Connection Agreement for each Generating Unit comprised in the CMU with the Application.

(aa) Each Applicant for a New Build CMU that is or will be an Interconnector CMU must:

(i) confirm that a Grid Connection Agreement has been entered into which secures Transmission Entry Capacity for the relevant Delivery Year for that CMU at least equal to the Anticipated De-rated Capacity of the CMU and any other CMUs to which any such Grid Connection Agreement applies; and

(ii) provide a copy of the Grid Connection Agreement with the Application.

(b) Subject to Rule 3.7.3(c) below, Applicants for a New Build CMU that is, or will be, directly connected to a Distribution Network must:

(i) confirm that there are one or more Distribution Connection Agreements or accepted connection offers which permit at least, in aggregate, the Anticipated De-rated Capacity of that CMU and any other CMUs to which the Distribution Connection Agreement applies to connect to the Distribution Network in the relevant Delivery Years; and

(ii) provide with the Application a copy of any such Distribution Connection Agreement or connection offer (with evidence of acceptance), or where this is not possible, written confirmation from the Distribution Network Operator that such Distribution Connection Agreement or connection offer is in effect and confirming:

(aa) the registered capacity (or inverter rating, if applicable) of that Generating Unit and where a range of values is specified for the registered capacity (or inverter rating, if applicable), the minimum value in that range; and

(bb) the capacity that such Generating Unit is permitted to export to the Distribution Network.

(ba) Subject to Rule 3.7.3(c) below, Applicants for a New Build CMU that is not directly connected to a Distribution Network may, instead of complying with Rule 3.7.3(b), provide a letter from the owner of the Private Network to which the CMU is, or will be,

connected confirming:

(i) the full output that CMU will be able to Export onto that Private Network; and

(ii) that the owner of that Private Network has an agreement with the relevant Distribution Network Operator for the connection of the Private Network to, and use of, a Distribution Network.

(c) Except in the case of an Application to participate in a T-1 Auction, an Applicant which is unable to give the confirmation referred to in Rule 3.7.3(b)(i), or the letter referred to in Rule 3.7.3(ba) may, instead of complying with Rule 3.7.3(b), or Rule 3.7.3(ba), either;

(i) declare that a Distribution Connection Agreement will be in place by the date 18 months prior to the commencement of the relevant Delivery Year; or

(ii) provide a letter from the owner of the Private Network, to which the CMU will be connected, that confirms that the owner of that Private Network will have an agreement with the relevant Distribution Network Operator for the connection of the Private Network to, and use of, a Distribution Network by the date 18 months prior to the commencement of the relevant Delivery Year.

3.7.3A Fossil Fuels

An Applicant for a New Build CMU must confirm whether the CMU will comprise of any Fossil Fuel Component or Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component.

3.7.4 Fossil Fuel Emissions Commitment

Each Applicant for a New Build CMU must provide to the Delivery Body a Fossil Fuel Emissions Commitment signed by two directors (or two officers, in the case of a body other than a company), and in such declaration, an Applicant for a CMU which will or may comprise of at least one Fossil Fuel Component or Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component (each a “relevant Fossil Fuel Component”) must declare any of the following where applicable:

(a) that the Applicant intends to apply the Fossil Fuel Emissions CCUS Formula to determine the Fossil Fuel Emissions of a relevant Fossil Fuel Component which will be equipped with CCUS equipment;

(b) that the Applicant intends to apply the Design Efficiency CHPQA Formula to determine the Design Efficiency of a relevant Fossil Fuel Component which will be in the Combined Heat and Power (CHP) Generating Technology Class; and/or

(c) that the Applicant will apply the Fossil Fuel Emissions Mixed Fuel Formula or intends to apply the Fossil Fuel Emissions Composite Formula to determine the Fossil Fuel Emissions of a relevant Fossil Fuel Component that will use more than one fuel to produce electricity.

3.7.5 Decarbonisation Readiness

(a) In respect of an Application for the T-4 Auction for the Delivery Year commencing on 1 October 2029, an Applicant for a New Build CMU that meets the requirements set out in paragraph (b) must make the declaration in paragraph (c).

(b) This paragraph (b) applies to an Applicant in respect of a New Build CMU where the CMU:

(i) has a Net Output under 300MW;

(ii) is or will be an "in-scope generator" as defined in paragraph 2 of Schedule 25C to the Permitting Regulations (as inserted by regulation 5 of the Permitting Amendment Regulations for the purposes of those Regulations);

(iii) is a CMU in respect of which the Applicant:

(aa) is or will be required to apply for an Environmental Permit under regulation 12 of the Permitting Regulations; or

(bb) is to apply or will apply for a variation of an Environmental Permit under regulation 20 of the Permitting Regulations

(c) An Applicant who meets the requirements in Rule 3.7.5 (b) must declare in its Application that it will, prior to the commencement of the Delivery Year commencing on 1 October 2029, comply with the requirements of regulation 35(1) of, and paragraph 8 of Schedule 25(C) of the Permitting Regulations (as inserted by regulation 5 of the Permitting Amendment Regulations).

(d) In this Rule 3.7.5: -

"Permitting Regulations" means the Environmental Permitting (England and Wales) Regulations 2016.[12]

"Permitting Amendment Regulations" means the Environmental Permitting (Electricity Generating Stations) (Amendment) Regulations 2025.[13]

"Environmental Permit" has the meaning given in regulation 13(1) of Permitting Regulations.".

3.8 Additional Information for a Refurbishing CMU

3.8.1 Refurbishing CMU

Each Application for a Refurbishing CMU must comply with the requirements of Rule 3.7 to the extent they are applicable as if references therein to "New Build CMU" were to "Refurbishing CMU" provided that:

(a) if there are no Relevant Planning Consents required in relation to the improvements programme to be carried out for the Refurbishing CMU, the Applicant must make a declaration to this effect in the Application rather than any declaration pursuant to Rule 3.7.1; and

(b) the schedule included in the construction plan pursuant to Rule 3.7.2(b) does not need to include a projected date for achieving the Back-feed Milestone;

3.8.1A Refurbishing CMU – declaration about refurbishing works

[12] S.I. 2016/1154.
[13] S.I. 2025/154.

(a) Paragraph (b) applies where, pursuant to Rule 3.7.2(d)(i)(aa) to (cc), Rule 3.7.2(d)(ii) or Rule 3.7.2(d)(iii)(aa) and (bb),and Rule 3.8.1, an Application in relation to a Refurbishing CMU states that the Qualifying £/kW Capital Expenditure is:

(i) equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(ii) equal to or greater than the Nine Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold; or

(iii) equal to or greater than the Three Year Minimum £/kW Threshold, and less than the Nine Year Minimum £/kW Threshold.

(aa) Paragraph (ba) applies where an Application in relation to a Refurbishing CMU:

(i) states pursuant to Rule 3.7.2(d)(i)(cc) or Rule 3.7.2(d)(iii)(bb) and Rule 3.8.1, that the Qualifying £/kW Capital Expenditure is equal to or greater than the Three Year Minimum £/kW Threshold; and

(ii) where the Applicant intends the improvements programme at the Refurbishing CMU to include Lifetime Extension Works.

(b) Other than where paragraph (ba) applies to a CMU (due to the effect of paragraph (aa) (Lifetime Extension Works)), where this paragraph applies, the Prequalification Certificate must contain a declaration in the form set out in paragraph (f) of Exhibit A.

(ba) Where this paragraph (ba) applies, the Application must be accompanied by a declaration in the form set out Exhibit AB (Form of Lifetime Extension Declaration).

(c) If an Application fails to comply with this Rule 3.8.1A the Delivery Body:

(i) must not prequalify the CMU for a Capacity Agreement greater than one year in duration; and

(ii) must, if the Application otherwise has been completed and submitted in accordance with the Rules, prequalify the CMU so that the Maximum Obligation Period of a Capacity Agreement that the Applicant may bid for is one year.

3.8.2 Pre-Refurbishment CMU

Each Application for a Refurbishing CMU must:

(a) include the declaration required by Rule 3.6.1 to the extent applicable to the Pre-Refurbishment CMU;

(b) if the Pre-Refurbishment CMU is a Mandatory CMU, comply with the requirements of either Rule 3.6 or Rule 3.6A (as applicable) or Rule 3.11; and

(c) if the Pre-Refurbishment CMU is not a Mandatory CMU but the Applicant wishes to have the option of continuing to bid in the relevant Capacity Auction as an Existing Generating CMU following the submission of an unsuccessful Exit Bid with respect to the Refurbishing CMU, comply with the requirements of either Rule 3.6 or 3.6A (as applicable) in relation to such Pre-Refurbishment CMU.

3.8.2A Fossil Fuels

An Applicant for a Refurbishing CMU must confirm whether the CMU will comprise of any Fossil Fuel Component or Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component.

3.8.3 Fossil Fuel Emissions Commitment

Each Applicant for a Refurbishing CMU must provide to the Delivery Body a Fossil Fuel Emissions Commitment signed by two directors (or two officers, in the case of a body other than a company), and in such declaration, an Applicant for a CMU which does (in respect of the Pre-Refurbishment CMU) or will or may (once improvement works are complete) comprise of at least one Fossil Fuel Component or Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component (each a "relevant Fossil Fuel Component") must declare any of the following where applicable:

(a) that the Applicant intends to apply the Fossil Fuel Emissions CCUS Formula to determine the Fossil Fuel Emissions of a relevant Fossil Fuel Component which will be equipped with CCUS equipment;

(b) that the Applicant intends to apply the Design Efficiency CHPQA Formula to determine the Design Efficiency of a relevant Fossil Fuel Component which will be in the Combined Heat and Power (CHP) Generating Technology Class; and/or

(c) that the Applicant will apply the Fossil Fuel Emissions Mixed Fuel Formula or intends to apply the Fossil Fuel Emissions Composite Formula to determine the Fossil Fuel Emissions of a relevant Fossil Fuel Component that will use more than one fuel to produce electricity.

3.8A Additional Information for Declared Long Stop CMUs

3.8A.1 Where an Applicant for a Prospective Generating CMU wishes the CMU to which the Application relates to be a Declared Long Stop CMU, and Rule 3.8A.2 applies, the Applicant must provide a Long Stop Utilisation Declaration to the Delivery Body.

3.8A.2 This Rule applies to an Application:

(a) that relates to a T-4 Auction; and

(b) where the Applicant:

(i) provides a Low Carbon Declaration in relation to the CMU to which the Application relates;

(ii) expects the Qualifying £/kW Capital Expenditure to be equal to or exceed the Nine Year Minimum £/kW Threshold;

(iii) reasonably believes that it is likely that, even if all the conditions specified in Rule 3.8A.3(a) are satisfied, the Substantial Completion Milestone will not be achieved in respect of the CMU by the date falling 12 months after the start of the first Delivery Year of the Capacity Agreement for the CMU to which the Application relates, for a reason relating to one or more of the matters specified in Rule 3.8A.3(b).

3.8A.3 For the purposes of Rule 3.8A.2(b)(iii):

(a) the conditions specified are that:

(i) the CMU is awarded a Capacity Agreement in the T-4 Auction;

(ii) the Financial Commitment Milestone is met in respect of the CMU by the deadline specified in Rule 6.6.1;

(iii) the finance necessary for the CMU's construction or, as the case may be, refurbishment is obtained in good time and on satisfactory terms; and

(iv) the procurement of equipment required for the CMU and the engineering work required for its construction are diligently, expeditiously and efficiently managed; and

(b) the matters specified are:

(i) the extent or complexity of the engineering work involved in the CMU's construction;

(ii) the degree to which the achievement of the Substantial Completion Milestone relies on technology that has not previously been deployed in circumstances comparable to those of the CMU;

(iii) the length of the lead times involved in procuring specific items of equipment that are to be comprised in the CMU;

(iv) the degree to which the achievement of the Substantial Completion Milestone in respect of the CMU depends on another infrastructure project being completed, where that other project may reasonably be expected not to be completed by the date referred to Rule 3.8A.2(b)(iii); and

(v) any other characteristic or circumstance that is particular to the CMU (or any class of generating units to which it belongs), and that it is reasonably foreseeable may result in the Substantial Completion Milestone not being achieved in respect of the CMU by the date falling 12 months after the start of the first Delivery Year of the Capacity Agreement for that CMU.

3.8A.4 If the Applicant provides a Long Stop Utilisation Declaration, it must also provide to the Delivery Body with its Application, in respect of the CMU to which the Application relates, a report from an Independent Technical Expert that meets the Required Technical Standard, concluding, on the basis of evidence and analysis set out in or annexed to the report, that it is reasonable for the Applicant:

(a) to make the declaration referred to in Rule 3.8A.2(b)(i); and

(b) to have the expectation, and hold the belief, referred to in Rule 3.8A.2(b)(ii) and (iii).

3.8A.5 The report provided under Rule 3.8A.4(b) must include a project timeline in respect of the financing and carrying out of work in respect of the CMU to which it relates that is consistent with:

(a) the evidence and analysis contained in the report; and

(b) the Construction Plan provided with the Application.

3.9 Additional Information for a Proven DSR CMU

3.9.1 DSR Test Certificate

Each Applicant for a Proven DSR CMU must include in the Application a DSR Test Certificate relating to that DSR CMU.

3.9.2 Permitted On-Site Generating Units

Each Applicant for a Proven DSR CMU must include in the Application details of all Permitted On-Site Generating Units and electricity connections from or through which electricity is or could be supplied to the site where and/or electrical apparatus through which the DSR will be effected.

3.9.3 Business Model

(a) Each Applicant for a Proven DSR CMU must include in the Application a business model for each DSR CMU Component that comprises the DSR CMU (or, where Rule 3.9.3(c) applies, include in the Application a business model for each DSR CMU Component Class that comprises that Proven DSR CMU) setting out the following:

(i) the type of DSR effected by the DSR CMU Component;

(ii) a summary of the relationship between the DSR Provider and the DSR CMU Component;

(iii) to the extent not already provided in order to obtain a DSR Test Certificate, the information referred to in Rule 13.2.5; and

(iv) details of the programme or strategy for procuring that the DSR Capacity is available, including:

(aa) method(s) of achieving load reduction;

(bb) equipment controlled or installed, or to be controlled or installed; and

(cc) details of how the DSR Capacity of the DSR CMU has been secured to the DSR Provider.

(b) Each Applicant for a Proven DSR CMU must declare that the business model:

(i) is, to the best of its knowledge and belief, based on reasonable assumptions;

(ii) accurately describes the manner in which any DSR Capacity has been secured; and

(iii) is not misleading.

(c) This paragraph (c) applies where more than one DSR CMU Component comprised in a Proven DSR CMU which an Applicant intends to include in a business model has duplicative details (as listed in Rule 3.9.3(a)) across the DSR CMU Components ("DSR CMU Component Class").

(d) Where Rule 3.9.3(c) applies:

(i) an Applicant may collate each DSR CMU Component Class into a single entry in a business model for the purpose of Rule 3.9.3(a); and

(ii) if an Applicant chooses to collate each DSR CMU Component Class into a single entry, the Applicant must specify the number of DSR CMU Components in the DSR CMU Component Class.

3.9.3A Supply for domestic purposes and postcode information

Each Applicant for a Proven DSR CMU must state in the Application, in respect of each DSR CMU Component that comprises that DSR CMU:

(a) whether the DSR CMU Component is located on premises at which a supply of electricity is taken wholly or partly for a domestic purpose; and

(b) the first half of the postcode, as defined in Rule 7.6.3(b), that is to be available for inspection under that Rule.

3.9.4 Metering Arrangements

Omitted.

3.9.5 Fossil Fuel Emissions Declaration

(a) Subject to Rule 3.9.5(b), Rule 3.9.5(ca), Rule 3.9.5(d), and Rule 3.18.2, an Applicant for a Proven DSR CMU must provide to the Delivery Body a Fossil Fuel Emissions Declaration if the CMU comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component (each a “relevant Fossil Fuel Component”).

(b) The Applicant is not required to provide a new Fossil Fuel Emissions Declaration under this Rule 3.9.5 if the Applicant confirms in the Application that:

(i) after the coming into force of the Capacity Market (Amendment) (No. 2) Rules 2020, a Fossil Fuel Emissions Declaration has been provided to the Delivery Body in respect of the CMU (a “previous Fossil Fuel Emissions Declaration”) which is not a Fossil Fuel Emissions Declaration specified in Rule 3.9.5(c);

(ii) there has been no Emissions Related Material Change to the CMU or a relevant Fossil Fuel Component since the previous Fossil Fuel Emissions Declaration was provided;

(iii) the previous Fossil Fuel Emissions Declaration did not contain values for the Fossil Fuel Yearly Emissions of any relevant Fossil Fuel Component;

(iv) the previous Fossil Fuel Emissions Declaration did not declare that the Fossil Fuel Emissions CCUS Formula was used to determine Fossil Fuel Emissions of any relevant Fossil Fuel Component;

(v) the previous Fossil Fuel Emissions Declaration did not declare that the Fossil Fuel Emissions Mixed Fuel Formula was used to determine Fossil Fuel Emissions of any relevant Fossil Fuel Component;

(vi) the previous Fossil Fuel Emissions Declaration did not declare that the Fossil Fuel Emissions Composite Formula was used to determine Fossil Fuel Emissions of any relevant Fossil Fuel Component; and

(vii) the previous Fossil Fuel Emissions Declaration did not declare that the Design Efficiency CHPQA Formula was used to determine the Design Efficiency of any relevant Fossil Fuel Component.

however, an Applicant relying on this Rule 3.9.5(b) must reuse a previous Fossil Fuel Emissions Declaration as described in Rule 3.9.5ZA.

(c) A Fossil Fuel Emissions Declaration specified in this Rule 3.9.5(c) is:

(i) a Transitional Fossil Fuel Emissions Declaration; or

(ii) in the event the Application is in respect of the Delivery Year commencing on 1 October 2024 or any subsequent Delivery Year, a Pre-2024 T-1 Fossil Fuel Emissions Declaration.

(ca) The Applicant is not required to provide a Fossil Fuel Emissions Declaration under this Rule 3.9.5 if the Applicant makes a declaration in accordance with Rule 3.9.5A(b).

(d) omitted.

3.9.5ZA Fossil Fuel Emissions Declaration: Reuse

(a) In relation to an Application that it is making ("Application A"), an Applicant must reuse a previous Fossil Fuel Emissions Declaration (as defined in Rule 3.9.5(b)(i)) by:

(i) providing, with Application A, a copy of the previous Fossil Fuel Emissions Declaration; and

(ii) it must be clear from that previous Fossil Fuel Emissions Declaration that it relates to the same CMU in respect of which Application A is being made.

(b) This Rule 3.9.5ZA applies notwithstanding Rule 3.3.6A(c)(xii) and Rule 3.3.6A(c)(xx).

3.9.5A Exemption from requirement to provide Fossil Fuel Emissions Declaration at Prequalification

(a) An Applicant which is subject to Rule 3.9.5(a) (“Applicant Y”) is not required to provide a Fossil Fuel Emissions Declaration if Applicant Y complies with Rule 3.9.5A(b), and provided that;

(i) Applicant Y provides the confirmations in Rule 3.9.5A(b)(i)(aa) or (dd) only where Applicant Y, acting reasonably, determines that the CMU would not prequalify under Rule 4.4.2(k)(i) or (ii) if a Fossil Fuel Emissions Declaration were to be provided with the Application;

(ii) Applicant Y provides the confirmation in Rule 3.9.5A(b)(i)(bb) only in circumstances where a Generating Unit comprised in the CMU uses more than one fuel to produce electricity and Applicant Y does not intend to apply the Fossil Fuel Emissions Composite Formula to determine the Fossil Fuel Emissions of that component;

(iii) Applicant Y provides the confirmation in Rule 3.9.5A(b)(i)(cc) in circumstances where a Generating Unit comprised in the CMU uses more than one fuel to produce electricity and is equipped with CCUS equipment, and Applicant Y, acting reasonably, determines that the CMU would not prequalify under Rule 4.4.2(k)(i) or (ii) if a Fossil Fuel Emissions Declaration were to be provided with the Application (where Applicant Y makes the declaration in Rule 3.9.5A(b)(ii)(aa) in respect of the Fossil Fuel Emissions Composite Formula); or

(iv) Applicant Y provides the confirmation in Rule 3.9.5A(b)(i)(cc) in circumstances where a Generating Unit comprised in the CMU uses more than one fuel to produce electricity and is equipped with CCUS equipment (where Applicant Y makes the declaration in Rule 3.9.5A(b)(ii)(bb) in respect of the Fossil Fuel Emissions Composite Formula).

(b) To comply with this Rule 3.9.5A(b), Applicant Y must:

(i) confirm that at least one of the following formulae will be applied in respect of a relevant Fossil Fuel Component (as defined in Rule 3.9.5(a)) when determining its Fossil Fuel Emissions:

(aa) the Fossil Fuel Emissions CCUS Formula;

(bb) the Fossil Fuel Emissions Mixed Fuel Formula;

(cc) the Fossil Fuel Emissions Composite Formula; and/or

(dd) the Design Efficiency CHPQA Formula;

(ii) confirm that, at the date the Application is submitted;

(aa) it is not possible to determine the $CO2_{Transferred}$ or $CO2_{Generated}$ (and therefore the TCF) of a relevant Fossil Fuel Component in respect of which Applicant Y intends to apply the Fossil Fuel Emissions CCUS Formula or the Fossil Fuel Emissions Composite Formula to determine Fossil Fuel Emissions because, in the 14 months preceding the commencement of the Prequalification Window, there has not been a continuous period of 12 months during which the data required is available;

(bb) it is not possible to determine the FS of a fuel (and therefore the EFW) of a relevant Fossil Fuel Component in respect of which Applicant Y will apply the Fossil Fuel Emissions Mixed Fuel Formula or intends to apply the Fossil Fuel Emissions Composite Formula to determine Fossil Fuel Emissions because, in the 14 months preceding the commencement of the Prequalification Window, there has not been a continuous period of 12 months during which the data required is available; and/or

(cc) it is not possible to determine the Design Efficiency of a relevant Fossil Fuel Component in respect of which Applicant Y intends to apply the Design Efficiency CHPQA Formula because a Qualifying CHPQA Certificate has not been issued in respect of that component; and

(iii) confirm that a Fossil Fuel Emissions Declaration will be provided prior to the deadline in Rule 8.3.12A(b).

3.9.6 Confirmation by a Proven DSR CMU not using Fossil Fuels

An Applicant for a Proven DSR CMU which is not a CMU described in Rule 3.9.5(a) must declare that if, after the Capacity Auction to which the Application relates, there is an Emissions Related Material Change to the CMU, the Applicant will provide:

(a) confirmation to the Delivery Body within two months following the Emissions Related Material Change:

(i) whether the Commercial Production Start Date of each Fossil Fuel Component or Associated Fossil Fuel Component added is before or on or after 4 July 2019; and

(ii) whether the Applicant will apply the Fossil Fuel Emissions CCUS Formula, Fossil Fuel Emissions Mixed Fuel Formula or Fossil Fuel Emissions Composite Formula to determine the Fossil Fuel Emissions of a Fossil Fuel Component or Associated Fossil Fuel Component and/or whether the Capacity Provider intends to rely on the Design Efficiency CHPQA Formula to determine the Design Efficiency of a component.

(b) a Fossil Fuel Emissions Declaration to the Delivery Body by the deadline in Rule 8.3.12(b).

3.9.7 Omitted.

3.10 Additional Information for an Unproven DSR CMU

3.10.1 Business Plan

(a) Each Applicant for an Unproven DSR CMU must include in the Application a business plan setting out the following:

(i) details of the Unproven DSR CMU proposal including steps already taken to acquire the DSR Capacity and/or Contractual DSR Control;

(ii) all the information required for a business model pursuant to Rule 3.9.3 in relation to any DSR CMU Component or DSR CMU Component Class with which the DSR Provider has already established a relationship;

(iii) such information required for a business model pursuant to Rule 3.9.3 as is available to the DSR Provider in relation to any DSR CMU Component or DSR CMU Component Class with which the DSR Provider intends to establish a relationship; and

(iv) details of the programme or strategy for procuring any further DSR CMU Components or DSR CMU Component Classes to ensure that the Unproven DSR Capacity is available, including:

(aa) method(s) of achieving load reduction;

(bb) equipment controlled or installed, or to be controlled or installed;

(cc) details of how the DSR Capacity of the DSR CMU has, or will be, secured to the DSR Provider; and

(dd) such other requirements as may be specified by the Delivery Body from time to time.

(aa) An Applicant for an Unproven DSR CMU ("CMU A") that is intending to bid for a Capacity Agreement of a duration exceeding one Delivery Year must include in the Application a statement as to:

(i) in the case of a CMU in respect of which the Applicant has provided, or intends to provide, a Low Carbon Declaration but has not stated in the Application, pursuant to Rule 3.4.4A(b)(iv), that it intends it to be a Three Year Zero Capex Threshold CMU, whether the Qualifying £/kW Capital Expenditure is:

(aa) equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(bb) equal to or greater than the Nine Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold;

(cc) equal to or greater than the Three Year Minimum £/kW Threshold; or

(dd) less than the Three Year Minimum £/kW Threshold;

(ia) in the case of a CMU in respect of which the Applicant has provided, or intends to provide, a Low Carbon Declaration and has stated in the Application, pursuant to Rule 3.4.4A(b)(iv), that it intends it to be a Three Year Zero Capex Threshold CMU, whether the Qualifying £/kW Capital Expenditure is:

(aa) equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(bb) equal to or greater than the Nine Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold; or

(cc) less than the Nine Year Minimum £/kW Threshold and equal to or greater than zero; or

(ib) in the case of any other Unproven DSR CMU, whether the Qualifying £/kW Capital Expenditure is:

(aa) equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(bb) equal to or greater than the Three Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold; or

(cc) less than the Three Year Minimum £/kW Threshold;

(ii) details of how the Applicant has taken, or will take, steps to acquire DSR CMU Components and/or Contractual DSR Control so the actual Qualifying £/kW Capital Expenditure will be equal to or greater than the expected Qualifying £/kW Capital Expenditure;

(iii) an estimate of Capital Expenditure in respect of each DSR CMU Component and the Total Project Spend; and

(iv) a declaration stating:

(aa) whether the CMU A contains or will contain at least one DSR CMU Component that contains a Storage Facility;

(bb) that, if a declaration is made that CMU A contains or will contain at least one DSR CMU Component that contains a Storage Facility, which Storage Generating Technology Class should be used for the purpose of calculating the De-rating Factor to be applied to CMU A under Rule 2.3.4(e); and

(cc) that if all of the following circumstances apply in respect of a DSR CMU Component ("Component X"), the Applicant acknowledges that Capital Expenditure incurred in respect of the Component X will not form part of the Total Project Spend for CMU A:

(i) CMU A contains (or will contain) Component X;

(ii) Component X formed part of another DSR CMU ("CMU B");

(iii) CMU B was awarded a Capacity Agreement of a duration exceeding one Delivery Year, which has not been reduced to one Delivery Year under Rule 8.3.6(d); and

(iv) CMU B incurred Capital Expenditure in respect of Component X, which was certified under Rule 8.3.6 to be part of the Total Project Spend for CMU B.

(b) Each Applicant for an Unproven DSR CMU must declare that the Business Plan:

(i) is, to the best of its knowledge and belief, based on reasonable assumptions;

(ii) accurately describes the manner in which any DSR Capacity has been, or will be, secured; and

(iii) is not misleading.

3.10.2 Required Testing

Each Applicant for an Unproven DSR CMU must confirm that it will complete in relation to that CMU:

(a) prior to the date falling one month before the commencement of the Delivery Year to which the Capacity Auction relates (or in the case of an Applicant intending to bid for a Capacity

Agreement of a duration exceeding one Delivery Year, prior to the date falling one month before the commencement of the second Delivery Year to which the Capacity Auction relates), a DSR Test or Joint DSR Test;

(b) omitted.

(c) omitted.

3.10.3 Information on existing Applicant Credit Cover

(a) This Rule 3.10.3 applies to an Applicant for an Unproven DSR CMU, consisting of the same DSR CMU Components as the Unproven DSR CMU for which it has an existing Capacity Agreement, who:

(i) has previously provided Applicant Credit Cover in respect of that Unproven DSR CMU; and

(ii) wishes to be exempt from the requirement to provide further Applicant Credit Cover in accordance with Regulation 59(1B).

(b) Such an Applicant must include in the Application:

(i) confirmation that its Application is for the same Unproven DSR CMU as the one to which that existing Capacity Agreement relates;

(ii) the unique CMU identifier of that Unproven DSR CMU; and

(iii) confirmation that the Applicant Credit Cover previously provided has not been drawn down under Regulation 61 or released under Regulation 58(1)(a).

3.10.3A Fossil Fuels

An Applicant for an Unproven DSR CMU must declare whether the CMU will comprise of any Fossil Fuel Component or Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component.

3.10.4 Fossil Fuel Emissions Commitment

An Applicant for an Unproven DSR CMU must provide to the Delivery Body a Fossil Fuel Emissions Commitment signed by two directors (or two officers, in the case of a body other than a company), and in such declaration, an Applicant for a CMU which will or may comprise of at least one Fossil Fuel Component or Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component (each a “relevant Fossil Fuel Component”) must confirm the following where applicable:

(a) that the Applicant intends to apply the Fossil Fuel Emissions CCUS Formula to determine the Fossil Fuel Emissions of a relevant Fossil Fuel Component which will be equipped with CCUS equipment;

(b) that the Applicant intends to apply the Design Efficiency CHPQA Formula to determine the Design Efficiency of a relevant Fossil Fuel Component which will be in the Combined Heat and Power (CHP) Generating Technology Class; or

(c) that the Applicant will apply the Fossil Fuel Emissions Mixed Fuel Formula or intends to apply the Fossil Fuel Emissions Composite Formula to determine the Fossil Fuel Emissions of a relevant Fossil Fuel Component will use more than one fuel to produce electricity.

3.10ZA Low Carbon Declarations: Additional Information for Declared Long Stop CMUs, Nine Year Capex Threshold CMUs and Three Year Zero Capex Threshold CMUs

3.10ZA.1 An Applicant must provide a Low Carbon Declaration to the Delivery Body with an Application in respect of:

(a) a Prospective Generating CMU that it wishes to be a Declared Long Stop CMU;

(b) a Prospective Generating CMU, or an Unproven DSR CMU, that it wishes to be a Nine Year Capex Threshold CMU; or

(c) a Prospective Generating CMU (other than a Refurbishing CMU), or an Unproven DSR CMU, that it wishes to be a Three Year Zero Capex Threshold CMU.

3.10ZA.2 In the period between the Prequalification Results Day and the commencement of the first Bidding Window for that Capacity Auction, an Applicant that is not required to comply with Rule 3.10ZA.1 may, in respect of a Delivery Year ("Delivery Year X"), provide a Low Carbon Declaration to the Delivery Body:

(a) in respect of a Prequalified CMU which is a Prospective Generating CMU or an Unproven DSR CMU where:

(i) no Low Carbon Declaration has been made; or

(ii) a Low Carbon Declaration has previously been made specifying a Low Carbon Period that does not include all or part of Delivery Year X; and

(b) which specifies a Low Carbon Period that includes all or part of Delivery Year X.

3.10ZA.2A Where this Rule 3.10ZA applies to a Secondary Trading Entrant because of Rule 3.13, Rule 3.10ZA.2 applies as though "In the period between the Prequalification Results Day and the commencement of the First Bidding Window for that Capacity Auction" were omitted.

3.10ZA.3 A person who has made a Low Carbon Declaration in respect of a CMU, or a person who has acquired a CMU in respect of which a Low Carbon Declaration has been made, may revoke the Low Carbon Declaration made in respect of that CMU by giving notice of such revocation to the Delivery Body, but only if, at the time when such notice is given, there is no Capacity Agreement (that has taken effect or that has been awarded and has yet to take effect) in existence in respect of that CMU that depends on that CMU being a Declared Low Carbon CMU.

3.10ZB Low Emissions Determinations

3.10ZB.1 For the purposes of the Rules:

(a) the "Determination Criteria" are that:

(i) there is a Low Emissions Material Inaccuracy in respect of a CMU; or

(ii) a Low Carbon Limit Breach in respect of a CMU.

(b) a “Low Carbon Declarant” means the Applicant or Capacity Provider for a CMU in respect of which a Low Carbon Declaration is made;

(c) “Low Carbon Evidence” means any of the following, where provided with a Low Carbon Declaration:

(i) a Fossil Fuel Emissions Declaration;

(ii) the information, measurements, analysis or calculations set out in or annexed to a Low Carbon Declaration or Fossil Fuel Emissions Declaration;

(d) a "Low Emissions Determination" is a notice setting out a final determination by the Delivery Body that one or more Determination Criteria are satisfied in respect of a CMU, and including the Delivery Body's reasons for that determination;

(e) there is a "Low Emissions Material Inaccuracy" in relation to a CMU if a Low Carbon Declaration provided in respect of the CMU to which it relates includes something that was untrue or inaccurate at the time that a Low Carbon Declarant provided it to the Delivery Body (regardless of whether the Low Carbon Declarant knew that it was incorrect or inaccurate);

(f) there is a "Low Carbon Limit Breach" in respect of a CMU (the "relevant CMU") if a Low Carbon Declaration has been made in respect of the relevant CMU and the Delivery Body becomes aware that either:

(i) the Low Emissions Statement in the Low Carbon Declaration states that the relevant CMU is a Low Emissions CMU and, during the Low Carbon Period:

(aa) a Fossil Fuel Component comprised in the relevant CMU or an Associated Fossil Fuel Component that meets part or all of the electricity requirements of a Storage Facility comprised in the relevant CMU has (or has had, or will have) Fossil Fuel Emissions that exceed the Low Carbon Limit; or

(bb) one or more Other Emitting Components are or have been comprised in the relevant CMU; or

(ii) the Low Emissions Statement in the Low Carbon Declaration states that the relevant CMU comprises of no Emissions Component, and:

(aa) one or more Fossil Fuel Components or Associated Fossil Fuel Component that meets part or all of the electricity requirements of a Storage Facility is or has been comprised in the relevant CMU and has (or has had, or will have) Fossil Fuel Emissions that exceed the Low Carbon Limit; or

(bb) an Other Emitting Components is or has been comprised in the relevant CMU;

3.10ZB.2 This Rule 3.10ZB applies where the Delivery Body has seen evidence that leads it to believe that a Determination Criterion is met in respect of a particular Declared Low Carbon CMU.

3.10ZB.3 Subject to Rule 3.10ZB.4, where this Rule 3.10ZB applies, the Delivery Body:-

(a) must give the Low Carbon Declarant a notice (a "preliminary notice") setting out:

(i) a summary of the evidence referred to in Rule 3.10ZB.2 that it has seen;

(ii) its preliminary conclusions as to whether a Determination Criterion is met in relation to a CMU;

(iii) the possible consequences under the Rules if the Delivery Body gives a Low Emissions Determination in respect of the relevant CMU; and

(iv) the date, 15 Working Days after the date of the notice, by which the Low Carbon Declarant must respond to the preliminary notice;

(b) must, within 5 Working Days of the date specified under paragraph (a)(iv), and having taken account of any response to the preliminary notice received from the Low Carbon Declarant by that date, give the Low Carbon Declarant:

(i) a Low Emissions Determination;

(ii) a notice stating that a preliminary notice previously given is withdrawn; or

(iii) subject to paragraph (c), a notice under sub-paragraph (ii) and another preliminary notice under paragraph (a),

including reasons for its decision in each case; and

(c) may give more than one preliminary notice in respect of a CMU before giving a Low Emissions Determination in respect of it only if:

(i) it sees relevant evidence that it had not seen before giving a previous preliminary notice; or

(ii) it has reason to believe that the circumstances of the CMU have changed since it last gave a preliminary notice,

in respect of that CMU.

3.10.ZB.4 Where this Rule 3.10ZB applies, the Delivery Body may give a Low Emissions Determination in respect of a CMU without first giving a preliminary notice, if the Low Carbon Declarant in respect of the CMU:

(a) itself provides the Delivery Body with the evidence referred to in Rule 3.10ZB.2; and

(b) requests the Delivery Body to give a Low Emissions Determination in respect of the relevant CMU without first giving a preliminary notice.

3.10ZB.5 The effects of the giving of a Low Emissions Determination in respect of:

(a) Declared Low Carbon CMUs generally;

(b) Declared Low Carbon CMUs of a particular description; and

(c) any Capacity Agreement relating to such CMUs,

are as specified elsewhere in these Rules (and only as so specified), including in Rules 3.8.1A(c) and 8.3.14A(a) to (c).

3.10A Omitted

3.11 Opt-out Notifications

3.11.1 For each Capacity Auction, if no Application is made in relation to a Mandatory CMU, the person who is the legal owner of that Mandatory CMU must, during the Prequalification Window, submit an Opt-out Notification to the Delivery Body.

3.11.2 An Opt-out Notification must state:

(a) the name of the CMU owner submitting the notification;

(b) if relevant, the corporate registration number of the CMU owner;

(c) contact details, including registered address of the CMU owner and name of authorised contact person at the CMU owner who is responsible for liaising with the Delivery Body in relation to the Opt-out Notification;

(d) the CMU to which the Opt-out Notification relates including a description of, and the full postal address with postcode and the two letter prefix and six-figure Ordnance Survey grid reference numbers of, the Electricity Interconnector or the Generating Unit(s) and/or DSR CMU Component(s);

(e) the Connection Capacity of the CMU for the Delivery Year to which the Capacity Auction relates;

(f) whether the CMU:

(i) will be closed down, decommissioned or otherwise non-operational by the commencement of the Delivery Year to which the Capacity Auction relates;

(ii) will be temporarily non-operational for all the Winter of the Delivery Year to which the Capacity Auction relates but will be operational thereafter; or

(iii) will remain operational during the Delivery Year to which the Capacity Auction relates,

in each case providing a summary of the reasons for that statement.

3.11.2A If an Opt-out Notification states, pursuant to Rule 3.11.2(f)(iii), that the CMU will remain operational during the Delivery Year, the summary of the reasons for that statement must explain if a reason for the statement is that the CMU comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component, any of which

would exceed the Fossil Fuel Emissions Limit if a Fossil Fuel Emissions Declaration in respect of the CMU were made as part of an Application for Prequalification.

3.11.2B Pursuant to 3.11.2 (d) following provision of an Opt-out Notification, a Mandatory CMU must provide Meter Point Administration Numbers for all the relevant Meters to the CM Settlement Body prior to the relevant Delivery Year.

3.11.2.C In respect of an Application for a Delivery Year ("Delivery Year t"), an Applicant for a Mandatory CMU that would have otherwise been an Excluded CMU due to the Applicant previously making a statement pursuant to Rule 3.11.2(f)(i) that the CMU is Retired for Delivery Years t-1 or t-2, may, in respect of Delivery Year t, provide a new Opt-Out Notification ("Updating Opt-Out Notification"), which:

(a) must comply with the requirements of Rule 3.11.2; and

(b) changes the CMU's Opt-out notification status in order to fall within Rule 3.11.2(f)(ii) or 3.11.2(f)(iii).

3.11.3 The Delivery Body must notify the CM Settlement Body of any Opt-out Notification with respect to a CMU that makes a statement pursuant to Rule 3.11.2(f)(ii) and the CM Settlement Body must notify the Delivery Body if any such CMU provides electricity during the relevant Winter.

3.11.4 Omitted.

3.11.5 The person submitting an Opt-out Notification must make a declaration of the matters set out in Exhibit C as at the date of the Opt-out Notification.

3.11.6 For the purposes of Rule 3.11.5, Exhibit C is to be read as if references to the Applicant or to Applicant-related Parties were references to the person submitting the Opt-out Notification.

3.12 Declaration to be made when submitting an Application

3.12.1 A person submitting an Application or an Opt-out Notification must ensure and confirm in the Application or the Opt-out Notification that:

(a) in all material respects, the Application or Opt-out Notification and, in the case of an Application, all Additional Information submitted by the Applicant; and

(b) in all respects, each of the specific declarations referred to in Rules 3.4 to 3.11 (where relevant),

is true and correct (or, to the extent that the Additional Information is a copy document, that it is a true and correct copy) and that the Application and Additional Information has been authorised by the board of directors of the Applicant or the person submitting the Opt-out Notification (as applicable).

3.12.2 Each person submitting an Application must ensure that copies of the papers prepared to inform:

(a) such of the specific declarations referred to in Rules 3.4 to 3.11 as are relevant); and

(b) the issuance of a Prequalification Certificate,

are retained for a period up to and including the tenth anniversary of the end of the relevant Delivery Year.

3.12.3 Each Application must be accompanied by a Prequalification Certificate signed by two directors of the Applicant.

3.12.4 Each Application and each Opt-out Notification must be accompanied by a Certificate of Conduct signed by two directors of the Applicant or the person submitting the Opt-out Notification (as applicable).

3.12.5 Omitted.

3.12.6 In relation to an Applicant or a person submitting an Opt-out Notification which is not a company, references in this Rule to “directors” or the “board of directors” are to be read as references to the officers of that person.

3.13 Application process for Secondary Trading Entrants

3.13.1 A Secondary Trading Entrant may submit an Application at any time from the Auction Results Day for the relevant T-1 Auction up to the end of the relevant Delivery Year, other than during the Prequalification Assessment Window for any Capacity Auction.

3.13.2 An Application submitted in accordance with Rule 3.13.1 must comply with Chapter 3, except to the extent that this Chapter 3 requires the submission of the Application during the Prequalification Window.

3.14 Retention of Applications and Opt-out Notifications by the Delivery Body

3.14.1 Subject to Rule 3.14.2, the Delivery Body must retain all Applications and Opt-out Notifications (including the Additional Information and any evidence submitted with the Application or Opt-out Notification) for a period of ten years from the end of the relevant Delivery Year.

3.14.2 The Delivery Body must retain all Applications which as at the end of the period referred to in Rule 3.14.1 are the subject of a review or appeal brought in accordance with the Rules or the Regulations until such review or appeal has been determined and no further review or appeal may be brought.

3.15 Requirements for a Fossil Fuel Emissions Declaration

3.15.1 A Fossil Fuel Emissions Declaration must:

(a) subject to Rules 3.15.2 and 3.15.2A, be signed by an Independent Emissions Verifier if the Fossil Fuel Emissions Declaration contains values for Fossil Fuel Emissions and, where applicable, Fossil Fuel Yearly Emissions; and

(b) subject to Rule 3.15.3, specify the Fossil Fuel Emissions of each relevant Fossil Fuel Component with an Installed Capacity equal to or greater than 1MW with a Commercial Production Start Date before 4 July 2019 and, if the Fossil Fuel Emissions of that relevant Fossil Fuel Component exceeds the Fossil Fuel Emissions Limit, specify the Fossil Fuel Yearly Emissions of that Fossil Fuel Component.

3.15.2 The requirement in Rule 3.15.1(a) does not apply if the Fossil Fuel Emissions Declaration is a Transitional Fossil Fuel Emissions Declaration.

3.15.2A If an Applicant provides a Fossil Fuel Emissions Declaration relating to specified Fossil Fuel Components ("relevant Fossil Fuel Components") which complies with the requirement in Rule 3.15.1(a) during the Pre-qualification Window in 2023 then that Fossil Fuel Emissions Declaration shall be treated as valid for the purposes of compliance with Rule 3.15.1(a) in respect of such relevant Fossil Fuel Components until the commencement of the Pre-qualification Window in 2025, whereupon the said Applicant must comply with the requirements of Rule 3.15.1(a), unless Rule 3.6.5(b) or 3.6.5(ca) applies.

3.15.3 The requirement in Rule 3.15.1(b) does not apply if the Fossil Fuel Emissions Declaration is a Pre-2024 T-1 Fossil Fuel Emissions Declaration.

3.16 Provisions of information by Delivery Body

3.16.1 The Delivery Body must send relevant component information received as part of Prequalification to the CM Settlement Body as soon as reasonably practical.

3.17 Fossil Fuel Emissions Declarations provided with an Application: Old forms

3.17.1 Use of old form of Exhibit ZA

(a) This Rule 3.17.1 applies where:

(i) an amendment to the Rules changes the form of Fossil Fuel Emissions Declaration (a "relevant amendment"), whether by amendment to or replacement of Exhibit ZA or otherwise;

(ii) as a result of the relevant amendment, but for this Rule, from a date specified in the provision of the Rules that makes the relevant amendment (the "relevant date"), a requirement to provide a Fossil Fuel Emissions Declaration must be satisfied by submitting a form of declaration prescribed (or incorporating amendments prescribed) in the relevant amendment (the "new form"), rather than a form of declaration required to be used before the relevant date when satisfying such requirements (the "old form").

(b) Where a relevant amendment comes into force on or after the date on which the Capacity Market (Amendment) Rules 2024 come into force, an Applicant may provide with its Application a Fossil Fuel Emissions Declaration in the old form (an "old form Exhibit ZA") if:

(i) the old form declaration was correctly completed and signed by an Independent Emissions Verifier; and

(ii) the date given in the Independent Emissions Verifier's signature on the old form declaration is no later than four weeks after the relevant date.

3.18 Existing Generating CMUs and Proven DSR CMUs: provision of Fossil Fuel Emissions Declaration after Application

3.18.1 In this Rule 3.18:

(a) "IEV" means Independent Emissions Verifier;

(b) "relevant Application" means an Application:

(i) in respect of an Existing Generating CMU, with which the Applicant is required to provide a Fossil Fuel Emissions Declaration under Rule 3.6.5, and is not exempted from that requirement by another provision of Rule 3.6;

(ii) in respect of a Proven DSR CMU, with which the Applicant is required to provide a Fossil Fuel Emissions Declaration under Rule 3.9.5, and is not exempted from that requirement by another provision of Rule 3.9;

(c) "relevant date" means, in respect of an Application, the date falling 22 Working Days prior to the commencement of the first Bidding Window for the Capacity Auction to which the Application relates;

(d) "relevant period" means, the period that begins on the day after the last day of the Prequalification Window in which the Application is made and ends on the last Working Day before the relevant date.

3.18.2 Where the conditions set out in Rule 3.18.3 are met, an Applicant may, notwithstanding the requirements of Rule 3.6 or 3.9 as the case may be, submit a relevant Application without providing a Fossil Fuel Emissions Declaration in respect of the CMU to which that Application relates.

3.18.3 The conditions set out in this Rule are that the Applicant:

(a) declares in the Application that, no later than the relevant date, it will:

(i) complete a Fossil Fuel Emissions Declaration in respect of the CMU to which the Application relates as required under Rule 3.6.5 or Rule 3.9.5 as the case may be;

(ii) have the Fossil Fuel Emissions Declaration verified in accordance with Rule 3.15.1; and

(iii) provide the Fossil Fuel Emissions Declaration to the Delivery Body,

(b) provides with its Application a copy of an email from an IEV:

(i) in which the IEV makes a commitment that, on or before a date specified in t he email that falls within the relevant period, it will:

(aa) verify information contained in the Fossil Fuel Emissions Declaration; and

(bb) complete Part 9 of the Fossil Fuel Emissions Declaration, as required under the Rules;

(ii) that makes it clear:

(aa) that the IEV's commitment under paragraph (i) is made pursuant to an existing contract between the Applicant and the IEV or itself records the terms of such a contract in respect of such verification; and

(bb) by reference to one or more items of data uniquely associated with the CMU to which the Application relates and the Fossil Fuel Emissions Declaration will relate, it is that CMU in respect of which the IEV's commitment under paragraph (i) is made.

CHAPTER 4: DETERMINATION OF ELIGIBILITY

4 Determination of eligibility

4.1 Purpose of this Chapter

4.1.1 The Rules govern the process by which the Delivery Body determines whether to prequalify a CMU on the basis of an Application received pursuant to the Rules in Chapter 3.

4.2 Delivery Body to assess the completeness of an Application

4.2.1 Following receipt of an Application in accordance with Chapter 3, the Delivery Body must check that:

(a) the Application has been completed and submitted in accordance with the Regulations and the Rules; and

(b) the required Additional Information appears to have been included.

4.2.2 The Delivery Body has no obligation to consider and check an Application prior to the closing of the Prequalification Window.

4.2.3 If an Application and Opt-out Notification, or more than one Application or Opt-out Notification is received with respect to a CMU during a Prequalification Window, the most recent in time to be submitted will prevail and any earlier Application or Opt-out Notification will be deemed not to have been submitted.

4.2.4 Any evidence which does not meet the requirements of the Regulations, the Rules or the Auction Guidelines or such other requirements as specified by the Delivery Body under Rule 3.3.7(b)(iii) may be rejected by the Delivery Body. However, failure by the Delivery Body to reject evidence does not constitute, and must not be taken as constituting, a representation that such evidence satisfies the aforementioned requirements.

4.3 Delivery Body to review complete Applications

4.3.1 For each Application submitted in accordance with the Regulations and the Rules, the Delivery Body must:

(a) review the Additional Information submitted with the Application; and

(b) satisfy itself that the CMU is not a Defaulting CMU for that Capacity Auction; and

(c) where the Application is for a Generating CMU or an Interconnector CMU, satisfy itself that the CMU is not an Excluded CMU for that Capacity Auction.

4.3.2 Save where Rule 3.6.1(b) applies, the Delivery Body must verify the data submitted by the Applicant with regard to the physically generated net output of an Existing Generating CMU pursuant to Rule 3.6.1 or the Net Output of an Existing Interconnector CMU pursuant to Rule 3.6A.1.

4.3.3 If:

(a) an Applicant nominated the Connection Capacity of a Generating Unit comprised in an Existing Generating CMU pursuant to Rule 3.5.3; and

(b) the Delivery Body determines that the physically generated net output of the Generating Unit in any Settlement Period specified by the Applicant pursuant to Rule 3.6.1 was different to that which was submitted by the Applicant,

the Delivery Body must recalculate the Connection Capacity of the CMU based on its determination of such output.

4.4 Decisions to be made by the Delivery Body

4.4.1 The Delivery Body must, for each CMU for which an Application has been received, determine whether the CMU has prequalified for the Capacity Auction (the "Prequalification Decision").

4.4.2 Subject to Rule 3.8.1A(c)(ii), the Delivery Body must not Prequalify a CMU where:

(a) it is aware that the Application has not been completed or submitted in accordance with the Rules;

(aa) it reasonably believes that any information or declaration submitted in or with an Application does not comply with the requirements in Rule 3.12.1;

(b) the required Additional Information is missing;

(c) any Meter Point Administration Number specified in relation to the CMU pursuant to Rule 3.4.3(a)(ii) has already been registered to another CMU in respect of which a person either:

(i) has a Capacity Agreement in relation to one or more of the same Delivery Years; or

(ii) has submitted a prior Application in the same Prequalification Window,

unless the Application includes a declaration under Rule 3.4.3(b); or

(d) any Generating Unit comprised in a CMU which is also a BM Unit has already been registered to another CMU in respect of which a person either:

(i) has a Capacity Agreement in relation to one or more of the same Delivery Years; or

(ii) has submitted a prior Application in the same Prequalification Window;

(e) the Delivery Body is unable to obtain any data with respect to the physically generated net output for a Generating Unit comprised in an Existing Generating CMU in any Settlement Period nominated by the Applicant pursuant to Rule 3.6.1;

(f) the physically generated net outputs, or Metered Volumes where applicable, of an Existing Generating CMU in the Settlement Periods nominated by the Applicant pursuant to Rule 3.6.1 are not each greater than the Anticipated De-rated Capacity;

(g) the Delivery Body is unable to obtain any data with respect to the Net Output of an Existing Interconnector CMU in any Settlement Period nominated by the Applicant pursuant to Rule 3.6A.1;

(h) the Net Outputs of an Existing Interconnector CMU in the Settlement Periods nominated by the Applicant pursuant to Rule 3.6A.1, as recorded for the purposes of the BSC by file CDCA-I041 of the Central Data Collection Agent (CDCA), are not each greater than zero;

(i) the Applicant is required to provide a Fossil Fuel Emissions Commitment under Rule 3.7.4, Rule 3.8.3 or Rule 3.10.4, but has not done so or has provided a Fossil Fuel Emissions Commitment which the Delivery Body considers does not fully address the matters set out in Exhibit ZB;

(j) the Applicant is required to provide a Fossil Fuel Emissions Declaration under Rule 3.6.5 or Rule 3.9.5, but:

(i) has not done so; or

(ii) has provided a Fossil Fuel Emissions Declaration:

(aa) which is in an old form Exhibit ZA (as defined in Rule 3.17.1(a), in circumstances where the provision of an old form Exhibit ZA is not permitted by Rule 3.17.1; or

(bb) which the Delivery Body considers does not fully address the matters set out in Exhibit ZA;

(k) the Applicant has provided a Fossil Fuel Emissions Declaration under Rule 3.6.5 or Rule 3.9.5 in which the Applicant declares that in respect of a Fossil Fuel Component or Associated Fossil Fuel Component specified in the declaration (a "relevant Fossil Fuel Component"):

(i) the relevant Fossil Fuel Component exceeds the Fossil Fuel Emissions Limit (and, in the case of a relevant Fossil Fuel Component with a Commercial Production Start Date before 4 July 2019, no value for the Fossil Fuel Yearly Emissions has been provided); or

(ii) in the case of a relevant Fossil Fuel Component with a Commercial Production Start Date before 4 July 2019, the relevant Fossil Fuel Component exceeds both the Fossil Fuel Emissions Limit and the Fossil Fuel Yearly Emissions Limit.

(l) it is a Declared Long Stop CMU and:

(i) an Application is made in respect of it for a T-1 Auction, while it is the subject of a T-4 Agreement that has not expired or been terminated; or

(ii) the Delivery Year of Capacity Agreements awarded in the T-1 Auction ends before the Long Stop Date in respect of that T-4 Agreement,

including where, after the coming into force of this paragraph under the Capacity Market (Amendment) Rules 2025, the Application is submitted pursuant to Rule 3.13.1.

4.4.3 Subject to Rule 4.4.3A, Rule 4.4.3AB, Rule 4.4.3AC and Rule 5.15.1(b), save as may be amended following any dispute resolution or appeals process or a failure to provide Applicant Credit Cover as required by Rule 4.6, the Prequalification Decision will be final and binding on the Applicant and all other persons who participate in the relevant Capacity Auction.

4.4.3A Following the Prequalification Results Day but prior to the commencement of the first Bidding Window for the relevant Capacity Auction, where the Delivery Body becomes aware or reasonably believes that any information or declaration submitted in or with an Application in respect of a Prequalified CMU did not comply or no longer complies if the Application was being considered afresh with the requirements in Rule 3.12.1 or that

any declaration submitted under Rule 4.7 is false or misleading, the Delivery Body must:

(a) notify the relevant Applicant as soon as reasonably practicable that the CMU is no longer Prequalified; and

(b) send a copy of that notice to the Authority.

4.4.3AB Following the Prequalification Results Day but prior to the commencement of the first Bidding Window for the relevant Capacity Auction, where the Delivery Body becomes aware that an Application in respect of a Prequalified CMU would be rejected on the grounds that it did not comply with Rule 3.3.3(d) if the Application was being considered afresh, the Delivery Body must:

(a) notify the relevant Applicant as soon as reasonably practicable that:

(i) the CMU is no longer Prequalified; or

(ii) if the Application complied with Rule 3.6 or 3.6A, the CMU is now Prequalified as the Existing CMU that will remain in the absence of any improvement works being carried out; and

(b) send a copy of that notice to the Authority.

4.4.3AC Following the Prequalification Results Day but prior to the commencement of the first Bidding Window for the relevant Capacity Auction, where the Delivery Body becomes aware that an Application in respect of a Prequalified CMU would be rejected on the grounds that it did not comply with Rule 3.3.3(e) or Rule 3.3.3(f) if the Application was being considered afresh, the Delivery Body must:

(a) notify the relevant Applicant as soon as reasonably practicable that the CMU is no longer Prequalified; and

(b) send a copy of that notice to the Authority.

4.4.3B Notwithstanding Rule 7.3, where the Delivery Body notifies an applicant under Rule 4.4.3A, Rule 4.4.3AB, Rule 4.4.3AC or Rule 5.15.1(b) that a CMU is no longer Prequalified or that a CMU is now Prequalified as an Existing CMU under Rule 4.4.3AB, the Prequalification status of that CMU is confirmed at the point at which the Delivery Body makes such notification.

4.4.3C Part 10 of the Regulations shall apply to a decision by the Delivery Body to notify an Applicant under Rule 4.4.3A Rule 4.4.3AB or Rule 4.4.3AC that a CMU is no longer Prequalified, or a decision by the Delivery Body to notify an Applicant under Rule 4.4.3AB that a CMU is now Prequalified as an Existing CMU under Rule 4.4.3AB, as it applies to a “prequalification decision” within the meaning of Regulation 2.

4.4.4 The configuration of Generating Units that comprise a CMU must not be changed once that CMU has Prequalified unless the change is a Permitted Battery Augmentation.

4.4.4A Permitted Battery Augmentation

(a) “Permitted Battery Augmentation" means any change in the configuration of a relevant CMU that:

(i) consists in, or is incidental to:

(aa) the replacement of batteries comprised; or

(bb) the installation of additional batteries in,

that relevant CMU; and

(ii) does not adversely affect that relevant CMU's ability to demonstrate satisfactory performance pursuant to Rule 13.4 or extended performance pursuant to Rule 13.4A,

(b) For the purposes of this Rule 4.4.4A, a "relevant CMU" is a Capacity Committed CMU:

(i) that is in a Storage Generating Technology Class that is Duration Limited, or that is an Unproven DSR CMU to which Rule 13.4A.3A applies; and

(ii) in respect of which no work is carried out in any Delivery Year (including after the carrying out of work within paragraph (a)) that enables that CMU to provide capacity or demonstrate performance by means of a connection to a Generating Unit or DSR CMU Component comprised in another CMU.

4.4.5 Subject to changes made in accordance with Rule 8.3.4, the configuration of Proven DSR CMU Components that comprise a DSR CMU must not be changed once that CMU has Prequalified.

4.5 Notification of Prequalification decision to Applicants

4.5.1 On the Prequalification Results Day, the Delivery Body will notify each Applicant other than a Secondary Trading Entrant, the Secretary of State, the CM Settlement Body and the Authority of the following information:

(a) the Prequalification Decision for each CMU for which it has made an Application;

(b) where the Prequalification Decision is that the CMU has Prequalified:

(i) the De-rated Capacity of the CMU;

(ii) if the CMU is a New Build CMU which has not yet satisfied its Financial Commitment Milestone or an Unproven DSR CMU and unless the Applicant is a person to whom Rule 3.6C.1 or 3.10.3 applies who has complied with the requirements of Rule 3.6C.1(b) or 3.10.3(b), that its Prequalification is conditional upon the Applicant satisfying the requirement in Rule 4.6 and the amount of Applicant Credit Cover to be provided;

(iii) if the CMU is a New Build CMU which is a Distribution CMU and has made a declaration or provided a letter pursuant to Rule 3.7.3(c), that its Prequalification is conditional upon the Applicant satisfying the requirement in Rule 4.6 and the amount of Applicant Credit Cover to be provided;

(iv) omitted;

(iva) omitted;

(v) if the CMU is a Prospective Generating CMU and the Applicant made a declaration pursuant to Rule 3.7.1(a)(i), that its Prequalification is conditional upon the Applicant satisfying the planning consents requirement in Rule 4.7;

(va) omitted;

(vza) if the Applicant has made a declaration pursuant to Rule 3.18.3(a), that its Prequalification is conditional upon the Applicant providing a Fossil Fuel Emissions Declaration in accordance with Rule 4.7B.1;

(vi) if the CMU is a Prospective Generating CMU or a DSR CMU, that it is a Price-Maker (which status, in the case of a Refurbishing CMU, does not automatically extend to the Pre-Refurbishment CMU);

(vii) where the CMU is an Existing Generating CMU or Interconnector CMU, that it is a Price-Taker unless it complies with Rule 4.8;

(viii) the Maximum Obligation Period of the Capacity Agreement that the Applicant may bid for in the Capacity Auction for that CMU;

(ix) the status of the CMU as a Transmission CMU, a CMRS Distribution CMU, a Non-CMRS Distribution CMU, an Interconnector CMU or a DSR CMU; and

(x) in the case of a Generating CMU or an Interconnector CMU, whether it is an Existing CMU, a New Build CMU or a Refurbishing CMU.

(xi) omitted.

4.5.1A The Delivery Body must make an entry on the Capacity Market Register for each of the items in Rule 4.5.1 on the day on which the Secretary of State is given the notification required by Regulation 23(1), and in accordance with the Rules set out in Chapter 7.

4.5.2 The Delivery Body must notify all Applicants no later than 15 Working Days prior to the commencement of the Capacity Auction of the list of Applicants with fully Prequalified CMUs (excluding any Applicant to whom Rule 4.6.4 applies) and Conditionally Prequalified CMUs (as defined in Rule 4.6.1A) as at that date.

4.5.3 The Delivery Body must issue authenticated communication codes/instructions through the EMR Delivery Body Portal, no later than 10 Working Days prior to the commencement of the first Bidding Round in the relevant Capacity Auction, to:

(a) all Applicants with fully Prequalified CMUs; and

(b) any Applicant permitted to bid into that Capacity Auction pursuant to Regulation 73(4).

4.5ZA Omitted

4.5A New Build Interconnector CMU and Unproven DSR CMU: Applicant Credit Cover

4.5A.1 For the purpose of Regulation 59(1B), an Applicant for an Unproven DSR CMU to whom Rule 3.10.3 applies or an Applicant for a New Build Interconnector CMU to whom Rule 3.6C.1 applies must provide further Applicant Credit Cover if Rule 4.5A.2 applies.

4.5A.2 This Rule 4.5A.2 applies where the CM Settlement Body has drawn down the Applicant Credit Cover previously provided under Regulation 61 or (in the case of an Unproven DSR CMU) released it under Regulation 58(1)(a), and has given notice accordingly under Rule 4.5C.

4.5A.3 Where Rule 4.5A.2 applies, the Delivery Body must:

(a) notify the Applicant that it must, within fifteen Working Days of such notification, provide further Applicant Credit Cover to the CM Settlement Body in accordance with Part 7 of the Regulations; and

(b) provide a copy of that notice to the CM Settlement Body.

4.5A.4 A notice served by the Delivery Body on the Applicant under Rule 4.5A.3 shall be deemed to be a conditional prequalification notice for the purposes of Part 7 of the Regulations.

4.5A.5 If the CM Settlement Body gives notice to the Applicant that it has approved that further Applicant Credit Cover, the Applicant must within five Working Days provide the Delivery Body with a copy of that notice.

4.5A.6 Within five Working Days of receiving a copy of a notice in accordance with Rule 4.5A.5, the Delivery Body must notify the Applicant that it is fully Prequalified.

4.5A.7 If the Delivery Body has not received a copy of a notice in accordance with Rule 4.5A.5 within 32 Working Days of providing notice under Rule 4.5A.3, the Delivery Body must notify the Applicant that it has not Prequalified.

4.5B New Build Interconnector CMU and Unproven DSR CMU: provision of Applicant Credit Cover by Capacity Provider

4.5B.1 For the purpose of Regulation 59(1B), a Capacity Provider who:

(a) applied for Prequalification in a Capacity Auction in which it was awarded a Capacity Agreement; and

(b) in relation to that Capacity Auction is a person to whom Rule 3.6C.1 or 3.10.3 applied who complied with the requirements of Rule 3.6C.1(b) or 3.10.3(b), where Rule 4.5A.2 did not apply,

must provide further Applicant Credit Cover if Rule 4.5B.2 applies.

4.5B.2 This Rule 4.5B.2 applies where the CM Settlement Body has drawn down the Applicant Credit Cover previously provided under Regulation 61 or (in the case of an Unproven DSR CMU) released it under Regulation 58(1)(a), and given notice accordingly under Rule 4.5C.

4.5B.3 Where Rule 4.5B2 applies, the Delivery Body must:

(a) notify the Capacity Provider that it must, within fifteen Working Days of such notification, provide further Applicant Credit Cover to the CM Settlement Body in accordance with Part 7 of the Regulations; and

(b) provide a copy of that notice to the CM Settlement Body.

4.5B.4 Where a Capacity Provider has been notified by the Delivery Body under Rule 4.5B.3(a), Part 7 of the Regulations shall apply as if references in it to a person who has applied to prequalify and to a person who is required to provide credit cover included references to that Capacity Provider.

4.5B.5 If the CM Settlement Body gives notice to the Capacity Provider that it has approved the further Applicant Credit Cover provided by the Capacity Provider, the Capacity Provider must within five Working Days provide the Delivery Body with a copy of that notice.

4.5B.6 Within five Working Days of a copy of a notice in accordance with Rule 4.5B.5, the Delivery Body must notify the Applicant that it has successfully lodged the further Applicant Credit Cover.

4.5B.7 If the Delivery Body has not received a copy of a notice in accordance with Rule 4.5B.5 within 32 Working Days of providing notice under Rule 4.5B.3, Rule 6.10.1(m) applies with respect to the Capacity Agreement.

4.5C Applicant Credit Cover: notices to Delivery Body

Where, in respect of an Unproven DSR CMU or a New Build Interconnector CMU, the CM Settlement Body has drawn down Applicant Credit Cover in accordance with Regulation 61 or (in the case of an Unproven DSR CMU) released Applicant Credit Cover in accordance with Regulation 58(1)(a), it must notify the Delivery Body accordingly.

4.5D Notification of a change of Prequalification status to Applicants

If an Applicant undergoes a change in Prequalification status, following the Prequalification Results Day but prior to the commencement of the first Bidding Window for the relevant Capacity Auction, the Delivery Body must notify said Applicant of the change in Prequalification status via the EMR Delivery Body Portal, and within one working day except in circumstances of a system outage or other planned unavailability of the EMR Delivery Body Portal. This includes, but is not limited to, circumstances covered by Rules 4.6.3, 4.6.4 and 4.7.2.

4.6 Conditional Prequalification – Applicant Credit Cover

4.6.1 An Applicant that, in relation to a CMU, receives notice from the Delivery Body under Regulation 73(2)(b) or Rule 4.5.1(b)(ii) or (iii) of its conditional Prequalification must, within fifteen Working Days of such notification, provide Applicant Credit Cover to the CM Settlement Body in accordance with the Regulations.

4.6.1A Where a CMU is registered on the Capacity Market Register pursuant to Regulation 73(2)(a) as a Prequalified CMU subject to the provision of Applicant Credit Cover ("Conditionally Prequalified CMU"):

(a) the notice served by the Delivery Body on the Applicant pursuant to Regulation 73(2)(b) shall be deemed to be a conditional prequalification notice for the purposes of Part 7 of the Regulations; and

(b) the Delivery Body must provide the CM Settlement Body with a copy of such notice.

4.6.2 If the CM Settlement Body gives notice to an Applicant that it has approved the Applicant Credit Cover provided by the Applicant, it must on the same day provide the Delivery Body with a copy of such notice.

4.6.3 Except where Rule 4.6.3A applies, within five Working Days of receiving from the CM Settlement Body a copy of a notice in accordance with Rule 4.6.2, the Delivery Body must notify that Applicant that it is fully Prequalified.

4.6.3A Rule 4.6.3 does not apply where Rule 4.7.1 applies to the Applicant and the Applicant has not complied with Rule 4.7.1 at the time the CM Settlement Body provides the copy of the notice in accordance with Rule 4.6.2.

4.6.4 If the Delivery Body has not received a copy of a notice in accordance with Rule 4.6.2 within 32 Working Days of providing notice under Rule 4.5.1(b) (ii) or (iii) (as

applicable), the Delivery Body must within five Working Days notify that Applicant that it has not Prequalified.

4.6.4A If the Delivery Body has not received a copy of a notice in accordance with Rule 4.6.2 within 32 Working Days of it providing notice under Rule 4.6.1A:

(a) where the CMU was registered on the Capacity Market Register as a Conditionally Prequalified CMU not less than 11 Working Days before the start of the relevant Capacity Auction, and a Capacity Agreement is awarded to the Applicant pursuant to that Capacity Auction; or

(b) where the CMU was registered on the Capacity Market Register as a Conditionally Prequalified CMU after, or less than 11 Working Days before, the start of the relevant Capacity Auction and a Capacity Agreement has been offered to the Applicant pursuant to Regulation 73(5),

then Rule 6.10.1(k) shall apply.

4.7 Conditional Prequalification – Planning Consents

4.7.1 An Applicant for a Prospective Generating CMU that has submitted a declaration pursuant to Rule 3.7.1(a)(i) must submit to the Delivery Body by no later than the date falling 22 Working Days prior to the commencement of the first Bidding Window for such Capacity Auction:

(a) a declaration that it has obtained all Relevant Planning Consents for the CMU and has the Legal Right to use the land on which the CMU is or will be located;

(b) a director's certificate (or certificate by two officers, in the case of an Applicant other than a company) confirming that the Applicant can correctly make such declaration; and

(c) the maximum allowable capacity granted under the Relevant Planning Consents.

4.7.2 On the date falling 16 Working Days prior to the commencement of the first Bidding Window the Delivery Body must notify the Applicant in relation to each CMU to which this Rule 4.7 applies whether or not it has Prequalified, based solely on whether or not the Delivery Body has received the documentation referred to in Rule 4.7.1.

4.7.3 Where the Connection Capacity of a Generating Unit determined under Rule 3.5 is greater than the maximum allowable capacity provided under Rule 4.7.1(c), the Delivery Body shall set the Connection Capacity of a Generating Unit at the value given under Rule 4.7.1(c). The Delivery Body shall then recalculate the De-rated Capacity of the CMU where appropriate and by the dates set out under Rule 5.5.14 with the Prequalified De-rated Capacity position confirmed for the relevant Auction.

4.7A Omitted.

4.7B Conditional Prequalification – delayed provision of Fossil Fuel Emissions Declaration

4.7B.1 An Applicant that has provided with its Application a declaration pursuant to Rule 3.18.3(a) must provide to the Delivery Body a Fossil Fuel Emissions Declaration in respect of the CMU to which the Application relates no later than the date falling 22 Working Days prior to the commencement of the first Bidding Window for the Capacity Auction to which the Application relates.

4.7B.2 On the date falling 16 Working Days prior to the commencement of the first Bidding Window the Delivery Body must notify the Applicant in relation to each CMU to which this Rule 4.7B applies whether or not it has Prequalified, based solely on whether or not the Delivery Body has received the documentation referred to in Rule 4.7B1.

4.8 Provision of a Price-Maker Memorandum and Certificate by Applicants

4.8.1 Each Applicant for an Existing Generating CMU or Interconnector CMU which receives a notice from the Delivery Body under Rule 4.5.1(b)(vii) and which wishes to be a Price-Maker must:

(a) lodge a Price-Maker Memorandum with the Authority in accordance with any guidance published by the Authority; and

(b) no later than 10 Working Days prior to the commencement of the first Bidding Round of the relevant Capacity Auction:

(i) provide the Authority's receipt for the same to the Delivery Body; and

(ii) submit a Price-Maker Certificate to the Delivery Body.

4.8.2 The Authority must, when an Applicant lodges a Price-Maker Memorandum with it, provide a receipt to the Applicant.

4.8.3 Within two Working Days of receiving a receipt and Price-Maker Certificate pursuant to Rule 4.8.1, the Delivery Body must notify the Applicant that it is a Price-Maker.

4.8.4 The Authority will be required to retain each Price-Maker Memorandum for a period of ten years from the date on which it is lodged pursuant to Rule 4.8.1(a).

4.9 Notification of Prequalification decision to Secondary Trading Entrants

4.9.1 Upon receiving an Application for a CMU from a Secondary Trading Entrant pursuant to Rule 3.13.1, the Delivery Body must notify the Secondary Trading Entrant within three months:

(a) of the Prequalification Decision for the CMU; and

(b) where the Prequalification Decision for the CMU is that the CMU has Prequalified, that the Secondary Trading Entrant is an Eligible Secondary Trading Entrant for the purposes of Rule 9.2.6(d).

4.10 Disputes relating to Prequalification

4.10.1 Applicants that wish to dispute the relevant Prequalification Decision may do so in accordance with the process set out in Part 10 of the Regulations.

4.11 Changes to the Auction Parameters

4.11.1 If the Delivery Body publishes adjusted Auction Parameters for a Capacity Auction after the Prequalification Window for that Capacity Auction has closed, an Applicant with respect to a Prequalified Existing CMU may submit a notice to the Delivery Body withdrawing from the Auction at any time up to (but not including) the date falling 17 Working Days prior to the commencement of the first Bidding Window for that Capacity Auction.

4.11.1A Rule 4.11.1 does not apply if the adjusted Auction Parameters do not include changes to any of the Auction Parameters listed in paragraphs (c) to (h) of Regulation 11(1).

4.11.1B In the case of a Prequalified Mandatory CMU, a notice under Rule 4.11.1 must be in the form of an Opt-out Notification, and must comply with Rule 3.11 and, so far as applicable, Rule 3.12.

4.11.2 With effect from the date of a notice pursuant to Rule 4.11.1, the relevant Existing CMU shall no longer be Prequalified.

4.11.3 If the Delivery Body publishes adjusted Auction Parameters for a Capacity Auction that include a change to the Fifteen Year Minimum £/kW Threshold, the Nine Year Minimum £/kW Threshold or the Three Year Minimum £/kW Threshold, the Delivery Body will notify each Applicant that the Maximum Obligation Period for each CMU has been updated accordingly on the Capacity Market Register.

4.11A Auction Guidelines Published after Prequalification specifying revised De-rating Factors

4.11A.1 If a new De-rating Factor applies to a Prequalified Existing CMU for a Capacity Auction held in the 2017/18 Auction Window as a result of amendments to the Storage Generating Technology Class after the close of the Prequalification Window for that Capacity Auction, the Applicant for that Prequalified Existing CMU may submit a notice to the Delivery Body withdrawing from that Capacity Auction.

4.11A.2 A notice pursuant to Rule 4.11A.1 may be submitted from the date on which the Delivery Body publishes revised De-rating Factors in accordance with Rule 2.2.5, and must be submitted no later than ten Working Days prior to the commencement of the first Bidding Window for that Capacity Auction.

4.11A.3 With effect from the date of a notice pursuant to Rule 4.11A.1, the relevant Existing CMU shall no longer be Prequalified.

CHAPTER 5: CAPACITY AUCTIONS

5 Capacity Auction

5.1 Purpose of this Chapter

5.1.1 The Rules describe the process and requirements for a Capacity Auction, set out the duties of the Auctioneer with respect to Capacity Auctions and set out the rules for Capacity Auction participants.

5.2 The role of the Auctioneer

5.2.1 The Delivery Body may, in consultation with the Secretary of State, appoint a third party to operate the Capacity Auction (including to set up the IT Auction System). In such circumstances, the third party must perform the functions of the Auctioneer as set out in the Rules and the Delivery Body must remain responsible for the discharge of such functions by the Auctioneer in accordance with the Rules.

5.3 Qualification to bid in the Capacity Auction

5.3.1 A Bidder must not participate in a Capacity Auction with respect to any CMU that is:

(a) not a Prequalified CMU; or

(b) a Defaulting CMU; or

(c) an Excluded CMU in relation to that Capacity Auction; or

(d) a Mandatory CMU that has Opted-out in relation to that Capacity Auction.

5.3.2 A Bidder must not participate in a Capacity Auction with respect to any CMU unless the Bidder has complied with:

(a) the necessary formalities to obtain authentication codes to be able to submit, modify or withdraw Bids in the IT Auction System; and

(b) the terms of any continuing Capacity Agreement in relation to any CMU.

5.3.3 If the Auctioneer becomes aware that a CMU is disqualified from a Capacity Auction pursuant to this Rule 5.3, the Auctioneer must:

(a) disregard any Continuing Bid made (or deemed to have been made) by that CMU in that Capacity Auction after it becomes aware of such disqualification;

(b) treat that CMU as having submitted an Exit Bid at the Bidding Round Price Cap in the next Bidding Round in that Capacity Auction to occur after it becomes aware of such disqualification (or the current Bidding Round if the announcement specified in Rule 5.5.18 has not been made for the next Bidding Round); and

(c) not award a Capacity Agreement to that CMU in that Capacity Auction.

5.4 Disqualification from future bid submission

5.4.1 If a CMU is withdrawn from a Capacity Auction pursuant to Rule 5.3.3 as a consequence of a breach of Rule 5.3.1 or Rule 5.3.2(b), no Generating Unit or DSR CMU Component forming part of that CMU may form part of any CMU that participates

in any other Capacity Auction relating to the same Delivery Year or either of the two subsequent Delivery Years.

5.5 Capacity Auction format

5.5.1 The Delivery Body must, subject to Rule 5.11, hold a Capacity Auction on the date specified in the Auction Guidelines.

5.5.2 The Auctioneer must conduct the Capacity Auction in accordance with:

(a) the Capacity Market Rules;

(b) the Auction Guidelines for the Capacity Auction; and

(c) the instructions given to the Auctioneer by the Secretary of State pursuant to Rule 5.5.8.

5.5.3 The Auctioneer must use its reasonable efforts to conduct the Capacity Auction in an efficient manner consistent with any guidance from the Secretary of State so as to minimise the Capacity Auction duration.

5.5.4 The Auctioneer must notify and seek advice from the Secretary of State if it considers that the Capacity Auction will not or is likely not to be concluded within 5 Working Days of the beginning of the first Bidding Window.

5.5.5 The Capacity Auction must be run as a series of price spread bidding rounds (each a "Bidding Round") on a descending clock basis.

5.5.6 The price spread for a Bidding Round (the "Bidding Round Price Spread") must be expressed as a range from a highest price (the "Bidding Round Price Cap") to a lowest price (the "Bidding Round Price Floor").

5.5.7 The Bidding Round Price Cap in the first Bidding Round must be the Price Cap. In each subsequent Bidding Round, the Bidding Round Price Cap must be equal to the Bidding Round Price Floor in the previous Bidding Round.

5.5.8 The Secretary of State must issue instructions to the Auctioneer as to the process for determining the size of the decrement to be represented in each Bidding Round Price Spread. The Auctioneer must set the Bidding Round Price Spread for each Bidding Round in accordance with such instructions.

5.5.8A No later than 20 Working Days prior to the commencement of the first Bidding Round for a Capacity Auction, the Auctioneer must set the Excess Capacity Rounding Threshold for that Capacity Auction and inform the Delivery Body.

5.5.9 Bidding Rounds will continue until the Capacity Auction clears in accordance with Rule 5.9.

5.5.10 No later than 15 Working Days prior to the commencement of the first Bidding Round for a Capacity Auction, the Delivery Body must publish:

(a) the date and time on which the Capacity Auction will start;

(b) the identity of the Prequalified CMUs for the Capacity Auction and their aggregate De-rated Capacity as at that date, reflecting the outcome of any determinations following dispute resolution or appeals which have concluded by the start of the Working Day which precedes the date of the announcement;

(c) in the case of a T-1 Auction, the aggregate Contracted Capacity in the relevant T-4 Auction adjusted for any cancellation or termination of Capacity Agreements and/or delays in the commissioning of Prospective Generating CMUs;

(d) the identity of the Auction Monitor for the relevant Capacity Auction; and

(e) the Excess Capacity Rounding Threshold for the relevant Capacity Auction.

5.5.11 By no later than the date falling 10 Working Days prior to the commencement of the first Bidding Window, an Applicant for a Prequalified DSR CMU may issue a notification to the Delivery Body nominating the capacity (in MW) that it wishes to bid into the Capacity Auction with respect to that DSR CMU provided that such capacity is no greater than the product (in MW to three decimal places) of the DSR Capacity of such DSR CMU and the De-rating Factor ("the original derated capacity").

5.5.12 Omitted.

5.5.13 Subject to Rule 5.5.13A where an Applicant for an Unproven DSR CMU nominates under Rule 5.5.11 a capacity which is lower than the original de-rated capacity of that Unproven DSR CMU, that Applicant may submit a request to the CM Settlement Body for a portion of its Applicant Credit Cover to be released in accordance with the Regulations.

5.5.13A Where an Applicant provides confirmation in accordance with Rule 3.10.3(a), Rule 5.5.13 does not apply.

5.5.14 Between the dates falling 15 Working Days and 10 Working Days prior to the commencement of the first Bidding Window, the Applicant for each Prequalified New Build CMU, Refurbishing CMU and DSR CMU that wishes to participate in a Capacity Auction must, subject to Rule 5.5.17, submit a notice to the Delivery Body which:

(a) confirms that it will participate as a Bidder with respect to that CMU in the Capacity Auction; and

(b) specifies the duration of Capacity Agreement in whole Delivery Years that it requires at the Price Cap:

(i) in the case of a New Build CMU or a Refurbishing CMU (other than an Interconnector CMU) with a Maximum Obligation Period of more than one year, not being greater than the Maximum Obligation Period for that CMU;

(ii) in the case of an Unproven DSR CMU with a Maximum Obligation Period of more than one year, being at least two Delivery Years and not being greater than the Maximum Obligation Period for that CMU;

(iii) in the case of a Declared 24 Month Long Stop CMU, not being less than nine Delivery Years; and

(iv) in the case of a Declared 12 Month Long Stop CMU, not being less than three Delivery Years

5.5.15 An Applicant for a Refurbishing CMU must specify in any confirmation pursuant to Rule 5.5.14 whether or not it also wishes to participate in the Capacity Auction with respect to the associated Pre-Refurbishment CMU.

5.5.16 Subject to Rule 5.5.16A, failure to submit a confirmation in accordance with Rule 5.5.14 with respect to any Prequalified New Build CMU, or DSR CMU, will result in:

(a) the Applicant for that Prequalified New Build CMU, or DSR CMU not being permitted to participate as a Bidder for that CMU in the relevant Capacity Auction; and

(b) the release of any Applicant Credit Cover relating to that Prequalified New Build CMU, or DSR CMU in accordance with the Regulations.

5.5.16A Where an Applicant provides confirmation in accordance with Rule 3.10.3(b), Rule 5.5.16(b) does not apply.

5.5.17 An Applicant for a Prequalified CMU will not be permitted to participate as a Bidder for that CMU in a Capacity Auction if that CMU is:

(a) a Defaulting CMU;

(b) an Excluded CMU in relation to that Capacity Auction; or

(c) an Existing CMU that has Opted-out in relation to that Capacity Auction,

and an Applicant must not submit a confirmation in accordance with Rule 5.5.14 with respect to any such CMU.

5.5.18 Prior to the start of each Bidding Round the Auctioneer must announce and publish:

(a) the Bidding Round Price Spread for that Bidding Round;

(b) the Potential Clearing Capacity at the Bidding Round Price Floor for that Bidding Round; and

(c) except in relation to the first Bidding Round, the Excess Capacity as at the start of the Bidding Round, which when announced must be

(i) rounded to the nearest multiple of the Excess Capacity Rounding Threshold; or

(ii) if the Excess Capacity, as at the start of the Bidding Round, is below the Excess Capacity Rounding Threshold, then it must be published as ‘below X’ where X is the Excess Capacity Rounding Threshold,

where Excess Capacity means the Remaining Auction Capacity at the end of the previous Bidding Round minus the Potential Clearing Capacity at the Bidding Round Price Floor for that previous Bidding Round.

5.5.19 Omitted.

5.5.20 The Auctioneer must specify in advance the times when the Bidding Round will begin and end (the “Bidding Window”).

5.5.21 If a Bidder is unable to submit a Duration Bid Amendment or Exit Bid through the IT Auction System due to a technical fault, it must submit such Duration Bid Amendment or Exit Bid (as applicable) via the Delivery Body in accordance with the backup systems set out in the Auction Guidelines.

5.6 Duration Bids in a Capacity Auction

5.6.1 A Duration Bid in relation to a Bidding CMU in a Capacity Auction specifies the duration of Capacity Agreement in whole Delivery Years that the Bidder requires at any particular price.

5.6.2 In the first Bidding Round, each Bidder is deemed to have submitted a Duration Bid with respect to a Bidding CMU that:

(a) is valid for all prices up to and including the Price Cap; and

(b) specifies a duration of Capacity Agreement equal to the duration specified with respect to that CMU in the notice submitted (or deemed to have been submitted) pursuant to Rule 5.5.14(b).

5.6.3 A Bidder with respect to a Bidding CMU that is an Existing CMU or a DSR CMU shall not be permitted to amend its Duration Bid during a Capacity Auction.

5.6.4 A Bidder with respect to a Bidding CMU that is a Prospective Generating CMU may amend its Duration Bid at any time during a Capacity Auction by submitting a notice to the Auctioneer (a "Duration Bid Amendment").

5.6.5 A Duration Bid Amendment must:

(a) specify the minimum price at which the Bidder would be willing to commit the Bidding Capacity for that Bidding CMU at the current duration;

(b) specify that the duration of Capacity Agreement that the Bidder requires with respect to that Bidding CMU in the event that the Clearing Price is lower than that price is one Delivery Year; and

(c) be submitted through the IT Auction System in accordance with the Auction Guidelines.

5.6.5A A Bidder with respect to a Bidding CMU that is a Declared Long Stop CMU may only reduce the Duration Bid in respect of that CMU as follows:

(a) in respect of a Declared 24 Month Long Stop CMU, to nine years;

(b) in respect of a Declared 12 Month Long Stop CMU, to three years.

5.6.6 A Duration Bid Amendment which:

(a) relates to a Refurbishing CMU; and

(b) specifies a duration of Capacity Agreement of one Delivery Year may also specify that the CMU participating in the Capacity Auction in the event that the Clearing Price is lower than the price specified in the Duration Bid Amendment is the Pre-Refurbishment CMU and not the Refurbishing CMU.

5.6.7 A Duration Bid Amendment has the effect of amending the Duration Bid for the relevant Bidding CMU for all prices lower than the price specified in the Duration Bid Amendment and will supersede any previous Duration Bid Amendment to the extent relating to any overlapping prices.

5.6.8 A Bidder may submit multiple Duration Bid Amendments in relation to a Bidding CMU provided than no more than fifteen Duration Bid Amendments may be submitted in any Bidding Round.

5.7 Continuing Bids in a Capacity Auction

5.7.1 A Bidder will be deemed to have made a bid in accordance with this Rule 5.7 with respect to a Bidding CMU in a Bidding Round (a "Continuing Bid") unless that Bidding CMU is the subject of an Exit Bid:

(a) submitted prior to the end of the Bidding Window for that Bidding Round (including in any previous Bidding Window); and

(b) with an Exit Price higher than the Bidding Round Price Floor for that Bidding Round.

5.7.2 A Continuing Bid in a Bidding Round with respect to a Bidding CMU is deemed to confirm that:

(a) the Bidder is willing to commit the Bidding Capacity for that Bidding CMU at the Bidding Round Price Floor; and

(b) the duration of Capacity Agreement in whole Delivery Years that the Bidder would require at the Bidding Round Price Floor is the duration set out in the Duration Bid for that Bidding CMU at the Bidding Round Price Floor.

5.8 Exit Bids in a Capacity Auction

5.8.1 A Bidder may submit a notice to the Auctioneer with respect to a Bidding CMU (an "Exit Bid") in accordance with this Rule 5.8 at any time during a Capacity Auction.

5.8.2 An Exit Bid must, with respect to a Bidding CMU:

(a) identify the Bidding CMU for which the Exit Bid is made;

(b) specify the minimum price at which the Bidder would be willing to commit the Bidding Capacity for that Bidding CMU (the "Exit Price") in accordance with Rule 5.8.3; and

(c) be submitted through the IT Auction System in accordance with the Auction Guidelines.

5.8.3 An Exit Price must not:

(a) be higher than the Bidding Round Price Cap for the Bidding Round in which the Exit Bid is submitted; or

(b) in the case of a Bidding CMU which is a Price-Taker, be higher than the Price-Taker Threshold.

5.8.4 A Bidder shall not be deemed to have made a Continuing Bid with respect to a Bidding CMU in any Bidding Round for which the Bidding Round Price Floor is lower than the Exit Price specified in its Exit Bid.

5.9 Capacity Auction clearing

5.9.1 The methodology for determining whether the Capacity Auction clears must be as set out in this Rule 5.9.

5.9.2 The Capacity Auction clears in the first Bidding Round for which the Remaining Auction Capacity at the end of that Bidding Round is less than or equal to the Potential Clearing Capacity for the Bidding Round Price Floor in that Bidding Round (the "Clearing Round").

5.9.3 There must be no further Bidding Rounds after the Clearing Round.

5.9.4 Unless Rule 5.9.4A applies, the Clearing Price for the Capacity Auction is the price determined by the Auctioneer by:

(a) ranking the Relevant Exit Bids in accordance with Rule 5.9.5 (the "Exit Ranking"); and

(b) determining if the Potential Clearing Capacity can be equalled exactly by cumulatively adding the Bidding Capacity of Relevant Exit Bids in the order of their Exit Ranking to the aggregate Bidding Capacity of all Continuing Bids, in which case the Clearing Price is the Exit Price of the Relevant Exit Bid that, when added, causes the Potential Clearing Capacity to be met exactly; and

(c) in the event that the process in Rule 5.9.4(b) above does not result in a Clearing Price being determined then:

(i) where the calculation in Rule 5.9.6 results in a positive number, the Clearing Price must be Ph (as defined in Rule 5.9.6); and

(ii) where the calculation in Rule 5.9.6 results in a negative number or zero, the Clearing Price must be Pl (as defined in Rule 5.9.6).

5.9.4A

(a) This Rule 5.9.4A applies to a T-1 Auction in respect of which the Auction Target Capacity is adjusted by the Secretary of State under Regulation 13(1), and following that adjustment, the Auction Target Capacity is equal to 50% of the T-1 Auction Set Aside previously determined under Regulation 12(A)(b) for that T-1 Auction and Delivery Year (a "relevant T-1 Auction").

(b) The Clearing Price for a relevant T-1 Auction is the price determined by the Auctioneer by determining the Exit Ranking (in accordance with Rule 5.9.5) and then;

(i) determining if the Potential Clearing Capacity can be equalled exactly by cumulatively adding the Bidding Capacity of Relevant Exit Bids in the order of their Exit Ranking to the aggregate Bidding Capacity of all Continuing Bids, in which case the Clearing Price is the Exit Price of the Relevant Exit Bid that, when added, causes the Potential Clearing Capacity to be met exactly;

(ii) in the event the application of Rule 5.9.4A(b)(i) does not result in a Clearing Price being determined, subject to paragraph (iii), the Clearing Price is the Exit Price of the lowest ranking Relevant Exit Bid, where the Potential Clearing Capacity was not exceeded; and

(iii) in the event the application of Rule 5.9.4A(b)(ii) does not result in a Clearing Price being determined because there is no Relevant Exit Bid where the Potential Clearing Capacity was not exceeded, the Clearing Price is the Bidding Round Price Floor for the Clearing Round.

5.9.5 The Auctioneer must rank the Relevant Exit Bids in a Clearing Round as follows:

(a) the Relevant Exit Bids must first be ranked according to their respective Exit Prices, with the Relevant Exit Bid having the lowest Exit Price given the highest ranking;

(b) if more than one Relevant Exit Bid has the same Exit Price, such Relevant Exit Bids must be ranked between themselves according to their respective Bidding Capacities, with the Relevant Exit Bid having the highest Bidding Capacity given the highest ranking;

(c) if more than one Relevant Exit Bid has the same Exit Price and the same Bidding Capacity, such Relevant Exit Bids must be ranked between themselves according to the duration of Capacity Agreement specified in the Duration Bid for the applicable Bidding CMU at the Exit Price, with the shortest duration of Capacity Agreement given the highest ranking;

(d) if more than one Relevant Exit Bid has the same Exit Price, the same Bidding Capacity and the same duration of Capacity Agreement specified in the Duration Bid for the applicable Bidding CMU at the Exit Price, such Exit Bids must be ranked between themselves by random number allocation, with the Relevant Exit Bid allocated the lowest number given the highest ranking.

5.9.6 For the purposes of Rule 5.9.4(c) the Auctioneer must calculate the integral

$$\int_{Q1}^{Qh} P(Q)dQ$$

and subtract the product of

$$(PhQh - QlPl)$$

Where:

P is the price;

Q is the Bidding Capacity;

P(Q) represents the Demand Curve (price as a function of quantity);

Qh is:

(a) the sum of the aggregate of the Bidding Capacity of:

(i) all Continuing Bids; and

(ii) all Relevant Exit Bids in the order of their Exit Ranking, up to and including the first Relevant Exit Bid where the Potential Clearing Capacity was exceeded; or

(b) if there is no Relevant Exit Bid in the clearing round where Potential Clearing Capacity was exceeded, the capacity supplied at the Bidding Round Price Cap;

Ql is the sum of the aggregate of the Bidding Capacity of:

(a) all Continuing Bids; and

(b) all Relevant Exit Bids in the order of their Exit Ranking, up to and including any Exit Bid where the Potential Clearing Capacity was not exceeded;

Ph is the Exit Price of the Relevant Exit Bid where the Potential Clearing Capacity was exceeded; provided that, if there is no Relevant Exit Bid where the Potential Clearing

Capacity was exceeded, Ph must be the Bidding Round Price Cap for the Clearing Round; and

Pl is:

(a) the Exit Price of the lowest ranking Relevant Exit Bid where the Potential Clearing Capacity was not exceeded; or

(b) if there is no Relevant Exit Bid where the Potential Clearing Capacity was not exceeded, the Bidding Round Price Floor for the Clearing Round.

5.9.7 Unless Rule 5.9.7A applies, the following Bidding CMUs must be awarded a Capacity Agreement pursuant to a Capacity Auction:

(a) each Bidding CMU that made a Continuing Bid in the Clearing Round; and

(b) where Rule 5.9.4(b) applies, the Bidding CMU that was the subject of the Relevant Exit Bid that caused the Clearing Capacity to be met exactly according to the Exit Ranking and each Bidding CMU with a higher ranking in the Exit Ranking; and

(c) where Rule 5.9.4(b) does not apply and the calculation in Rule 5.9.6 results in a positive number, the Bidding CMU that was the subject of the Relevant Exit Bid where the Clearing Capacity was exceeded according to the Exit Ranking and each Bidding CMU with a higher ranking in the Exit Ranking; and

(d) where Rule 5.9.4(b) does not apply and the calculation in Rule 5.9.6 results in a negative number or zero, each Bidding CMU that was the subject of a Relevant Exit Bid with a higher ranking than the Relevant Exit Bid that caused the Clearing Capacity to be exceeded according to the Exit Ranking; and

(e) where Rule 5.9.4(b) does not apply and:

(i) the calculation in Rule 5.9.6 results in a negative number or zero; and

(ii) the Auction Target Capacity exceeds the aggregate Bidding Capacity for all Bidding CMUs in relation to the Capacity Auction,

each Bidding CMU that was the subject of a Relevant Exit Bid in the Capacity Auction.

5.9.7A

(a) This Rule 5.9.7A applies to a T-1 Auction in respect of which the Auction Target Capacity is adjusted by the Secretary of State under Regulation 13(1), and following that adjustment, the Auction Target Capacity is equal to 50% of the T-1 Auction Set Aside previously determined under Regulation 12(A)(b) for that T-1 Auction and Delivery Year (a “relevant T-1 Auction”).

(b) The following Bidding CMUs must be awarded a Capacity Agreement pursuant to a relevant T-1 Auction:

(i) each Bidding CMU that made a Continuing Bid in the Clearing Round; and

(ii) where Rule 5.9.4A(b)(i) is applied to determine the Clearing Price, the Bidding CMU that was the subject of the Relevant Exit Bid that caused the

Clearing Capacity to be met exactly according to the Exit Ranking, and each Bidding CMU with a higher ranking in the Exit Ranking; or

(iii) where Rule 5.9.4A(b)(ii) is applied to determine the Clearing Price, the Bidding CMU that was the subject of the lowest ranking Relevant Exit Bid, and each Bidding CMU with a higher ranking in the Exit Ranking.

5.9.8 In relation to a Refurbishing CMU that has been the subject of a Duration Bid Amendment which specifies the price below which such Refurbishing CMU will participate in the Capacity Auction as a Pre-Refurbishment CMU (the "Trigger Price") pursuant to Rule 5.6.7, the Auctioneer must:

(a) when applying the calculation in Rule 5.9.6, decrease the Bidding Capacity attributable to that CMU to the Bidding Capacity applicable to it as a Pre-Refurbishment CMU when the price being applied for the purposes of performing the calculation (or relevant part thereof) falls below the Trigger Price;

(b) when deciding whether the auction Bidding Round is also the Clearing Round, take away the reductions in Bidding Capacity between Refurbishment CMUs and the Pre-Refurbishment CMUs from the Remaining Auction Capacity when the price being applied for the purposes of performing the calculation falls below the Trigger Price for the relevant CMUs; and

(c) for the purpose of applying Exit Rankings to Relevant Exit Bids in Rule 5.9.4, treat the CMU to which the Duration Bid Amendment applies as having submitted an Exit Bid with Bidding Capacity equal to the difference between the Bidding Capacities of the Refurbishment CMU and Pre- Refurbishment CMU.

5.10 Capacity Auction results

5.10.1 The Delivery Body must within 24 hours of the Capacity Auction clearing notify Bidders whether, based on the provisional results, they have been successful in a Capacity Agreement with respect to a Bidding CMU. Such notification is provisional only and does not constitute notification of a Capacity Agreement.

5.10.1A The Delivery Body must within 24 hours of the Capacity Auction clearing publish the following provisional results:

(a) the Clearing Price; and

(b) the aggregate Bidding Capacity of Capacity Agreements awarded.

5.10.2 The Delivery Body must notify the Secretary of State of the provisional results of the Capacity Auction (including the information provided to Bidders in Rule 5.10.1 above) as soon as reasonably practicable following the conclusion of the Capacity Auction.

5.10.3 The notification pursuant to Rule 5.10.2 must also specify if a Bidding CMU that was disqualified pursuant to Rule 5.3.3 after the start of the Capacity Auction would have received a Capacity Agreement pursuant to Rule 5.9.7 or Rule 5.9.7A (as applicable) were it not for Rule 5.3.3(c) and another Bidding CMU that was not disqualified pursuant to Rule 5.3.3 was denied a Capacity Agreement as a consequence of the inclusion of that disqualified CMU in the Exit Ranking.

5.10.4 The Secretary of State may, upon receipt of a notice pursuant to Rule 5.10.3, instruct the Delivery Body within 2 working days to award a Capacity Agreement to any Bidding

CMU that did not receive a Capacity Agreement as a result of the circumstances described in Rule 5.10.3.

5.10.5 The Auction Monitor must report to the Secretary of State, with a copy to the Authority, within 2 Working Days of the conclusion of the Capacity Auction on whether the procedures in the Rules and Auction Guidelines have been properly followed in the conduct of the Capacity Auction.

5.10.6 Unless instructed to the contrary pursuant to the Regulations, the Delivery Body must publish the following results of the Capacity Auction to Bidders, the Auction Monitor and the other Administrative Parties within 8 Working Days of the Capacity Auction concluding (the "Auction Results Day"):

(a) the Clearing Price;

(b) the aggregate Bidding Capacity of Capacity Agreements awarded;

(c) the total forecast cost of the Capacity Obligations (being the product of the Clearing Price and the aggregate Bidding Capacity of Capacity Agreements awarded);

(d) the CMUs to which a Capacity Agreement was awarded; and

(e) the duration of the Capacity Agreement awarded to each CMU and include such results on the Capacity Market Register. The results of the Capacity Auction must be notified by the Delivery Body to other Applicants and made publicly available at the same time.

5.10.7 The result of a Capacity Auction is final when it is entered in the Capacity Market Register in accordance with Rule 7.4.3 and Capacity Agreements come into force from this time.

5.11 Capacity Auction suspension or cancellation

5.11.1 The Delivery Body may recommend to the Secretary of State the suspension and/or cancellation of a Capacity Auction where it has identified potential evidence of non-compliance with Chapter 5 of the Rules.

5.11.2 The Auctioneer may postpone or stop a Capacity Auction if, in the Auctioneer's opinion, the Capacity Auction cannot be conducted fairly and in accordance with Rule 5.5.2 because of a failure of the IT Auction System or any other exceptional circumstances.

5.11.3 The Delivery Body must suspend or cancel a Capacity Auction by issuing a notice to all Bidders on the written instruction of the Secretary of State to do so.

5.11.4 Upon:

(a) the written instruction of the Secretary of State to suspend a Capacity Auction pursuant to Rule 5.11.3; or

(b) a Capacity Auction being postponed or stopped by the Auctioneer pursuant to Rule 5.11.2,

the Auctioneer must give Bidders for the relevant Capacity Auction a minimum of 10 Working Days' notice of the resumption of any Capacity Auction suspended under this Rule 5.11 and must notify Bidders whether the Bidding Round Price Cap for the first Bidding Round when the Capacity Auction restarts will be the Price Cap or the Bidding Round Price Cap for the Bidding Round that was current at the time that the Capacity Auction was suspended.

5.11.5 If a Capacity Auction is cancelled pursuant to Rule 5.11.3:

(a) any Prequalification Decision with respect to any CMU in relation to that Capacity Auction; and

(b) any Opt-out Notification submitted with respect to any Mandatory CMU in relation to that Capacity Auction,

shall be void.

5.11.6 The cancellation of one or more Capacity Auctions with respect to a given Delivery Year does not affect the validity of a Capacity Agreement that has already been awarded with respect to that Delivery Year.

5.12 Prohibition on Market Manipulation

5.12.1 All Applicant-related Parties must not engage in Market Manipulation.

5.13 Prohibition on other unreasonable business methods

5.13.1 The following activities are prohibited in relation to the Capacity Auction:

(a) doing anything which would constitute a breach of any law intended to prohibit or restrict anti-competitive practices relevant to participation in the Capacity Auction;

(b) submitting to the Delivery Body or the Authority any information in connection with the Capacity Auction which is false or misleading;

(c) doing anything which would constitute a breach of the Bribery Act 2010 as amended from time to time with a view to influencing the outcome of a Capacity Auction;

(d) offering to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any officer of an Administrative Party;

(e) disclosing, or attempting to disclose, or inciting another person to disclose, any information relating to any Continuing Bid or Exit Bid made by an Applicant with regard to a Bidding CMU, whether directly or indirectly, to any person, except where the disclosure is:

(i) in accordance with any requirement under:

(aa) an enactment;

(bb) a licence under section 6(1) of EA 1989 (where the Applicant is the holder of such a licence); or

(cc) a document maintained under such a licence;

(ii) to the Delivery Body;

(iii) to a member of that Applicant's Group;

(iv) to any Agent nominated by or on behalf of the Applicant to conduct its Application and Bidding provided that such Agent (or any member within the Agent's Group) is not also the Agent of any other Applicant (unless such other Applicant is a member of the Applicant's group);

(v) to the legal owner of the Bidding CMU;

(va) where the Application is for an Interconnector CMU, to any person who is a Joint Owner in relation to that Interconnector CMU;

(vi) to any potential purchaser of the Bidding CMU;

(vii) where the Applicant is the legal owner of the Bidding CMU, to any third party having Despatch Control with respect to that Bidding CMU;

(viii) to any provider of finance with respect to the Bidding CMU;

(ix) to any shareholder in the Applicant;

(x) to the professional advisers of:

(aa) the Applicant;

(bb) any member of the Applicant's Group;

(cc) any shareholder in the Applicant or, where such a shareholder is a company and a member of a Group, of any other company which is a member of that Group; or

(dd) any potential purchaser of the CMU; or

(xi) in respect of information that was already public; and/or

(f) obtaining or attempting to obtain information relating to a Continuing Bid or Exit Bid made by any other Applicant save where such disclosure to the Applicant would be permitted under Rules 5.13.1(e)(ii) to 5.13.1(e)(x).

5.14 Auction Monitor and Audit of Capacity Auctions

5.14.1 Appointment of Auction Monitor

(a) The Delivery Body must appoint a third party to monitor the conduct of each Capacity Auction (an "Auction Monitor").

(b) The duration of the appointment of the Auction Monitor must be determined by the Delivery Body and the cost of such appointment must be for the Delivery Body's account.

(c) All Capacity Auctions falling within the duration of the appointment of an Auction Monitor must be monitored by that Auction Monitor.

5.14.2 Monitoring during a Capacity Auction

(a) The Auction Monitor must have full read-only access to the electronic platform provided by the Auctioneer for the purpose of the Capacity Auction including the ability to view all Bids as they occur and all communication during the Capacity Auction between the Auctioneer and the Bidders.

(b) Each of the Delivery Body and the Auction Monitor must notify the other if it becomes aware of a potential breach or suspected breach of the Regulations or the Rules by the Delivery Body or the Auctioneer or any other potential irregularity or suspected irregularity in the conduct of a Capacity Auction by the Delivery Body or the Auctioneer.

(c) The Delivery Body may request that the Auction Monitor give its view, and the Auction Monitor must do so if requested, as to the most appropriate course of action regarding any potential breach of the Regulations or the Rules or other potential irregularity with respect to the conduct of a Capacity Auction.

5.14.3 Reporting by the Auction Monitor following a Capacity Auction

(a) Within two Working Days after the Delivery Body has notified Bidders of the provisional results of a Capacity Auction pursuant to Rule 5.10.1, the Auction Monitor must provide a report to the Secretary of State (with a copy to the Authority) that:

(i) confirms the list of Bidders that have been awarded a Capacity Agreement;

(ii) sets out whether or not the Auction Monitor considers that the Delivery Body and/or the Auctioneer conducted the Capacity Auction in accordance with the Regulations and the Rules; and

(iii) where applicable, identifies any actual or potential breach of the Regulations or the Rules or other actual or potential irregularity in the conduct of the Capacity Auction by the Delivery Body and/or the Auctioneer together with an audit of the calculations made and the Auction Monitor's assessment as to the likely consequences of such actual or potential breach or irregularity.

(b) The Auction Monitor must, upon request by the Delivery Body, or the Secretary of State, report from time to time on any specific issue related to the functioning of any Capacity Auction process.

5.15 Omitted

5.16 Omitted

CHAPTER 6: CAPACITY AGREEMENTS

6 Capacity Agreements

6.1 Purpose of this Chapter

6.1.1 The Rules govern:

(a) the issue of Capacity Agreement Notices;

(b) the express terms that each Capacity Agreement Notice must contain; and

(c) the provisions that apply to each Capacity Agreement in relation to termination, and in relation to the payment of a Non-completion Fee in certain circumstances.

6.2 Nature of Capacity Agreement Notices and Capacity Agreements

6.2.1 A capacity agreement comprises the rights and obligations accruing to a Capacity Provider under or by virtue of the Regulations and the Rules in relation to a particular Capacity Committed CMU and one or more Delivery Years ("Capacity Agreement").

6.2.2 A Capacity Agreement Notice records for convenience certain details of the Capacity Agreement applying to a Capacity Provider in relation to a Capacity Committed CMU including:

(a) the Capacity Provider's right under the Capacity Agreement to receive Capacity Payments; and

(b) the Capacity Obligation of the Capacity Committed CMU.

6.2.3 Neither:

(a) the registration of a Capacity Committed CMU (or its Capacity Provider) in the Capacity Market Register; nor

(b) the issuance of a Capacity Agreement Notice; nor

(c) the existence of a Capacity Agreement,

is intended to create contractual relations between, nor does any of them give rise to contractual rights for the benefit of, a Capacity Provider or an Administrative Party.

6.2.4 Where there is an inconsistency between a Capacity Agreement Notice and the terms of the Capacity Market Register, the terms of the Capacity Market Register prevail.

6.3 Issuing Capacity Agreement Notices

6.3.1 The Delivery Body must issue a Capacity Agreement Notice in the form set out in Schedule 1 for each CMU that is awarded a Capacity Agreement by no later than 20 Working Days after the Auction Results Day for that Capacity Auction. Information contained in a Capacity Agreement Notice must reflect the equivalent information recorded in the Capacity Market Register, and record the terms of the relevant Capacity Agreement.

6.3.2 If a person is the Capacity Provider with respect to more than one CMU that is successful in a Capacity Auction, a separate Capacity Agreement Notice will be issued

for each such CMU. Capacity Agreement Notices will be issued based on the specific CMU, including the precise aggregation of Generating Units and/or DSR CMU Components, nominated in the relevant Application.

6.3.3 A Capacity Provider may comment in writing to the Delivery Body on the factual accuracy of a Capacity Agreement Notice issued to it within 10 Working Days of the date on which the Capacity Agreement Notice is issued by the Delivery Body.

6.3.4 If no comments are received by the Delivery Body within 10 Working Days after the date on which a Capacity Agreement Notice was issued to a Capacity Provider, the Capacity Agreement Notice will be deemed to be a factually accurate record of the Capacity Agreement.

6.3.5 Subject to Rule 6.3.7, if the Delivery Body receives comments from a Capacity Provider with regard to the factual accuracy of a Capacity Agreement Notice and agrees with such comments, the Delivery Body must re-issue that Capacity Agreement Notice to the Capacity Provider with such amendments as are necessary to correct such factual inaccuracy. The Delivery Body must not consider comments other than as to factual accuracy.

6.3.6 Subject to Rule 6.3.7, if the Delivery Body receives comments from a Capacity Provider with regard to the factual accuracy of a Capacity Agreement Notice and does not agree with such comments, the Capacity Provider and the Delivery Body must discuss the alleged factual inaccuracy to establish whether any amendments to the Capacity Agreement Notice are necessary.

6.3.7 If the Capacity Provider and the Delivery Body are unable to agree whether any amendments to a Capacity Agreement Notice are necessary in respect of comments received from the Capacity Provider pursuant to Rule 6.3.6 (including as to whether any comment relates to factual accuracy or not) within 20 Working Days after the Delivery Body received such comments, the Capacity Provider may, within a further 5 Working Days, refer the determination for dispute resolution in accordance with the process set out in the Regulations, failing which the Capacity Agreement Notice will be deemed to be factually accurate.

6.3.8 If a Capacity Provider of a CMU that has been notified of provisional success in a Capacity Auction in accordance with Rule 5.10.1 does not receive a Capacity Agreement Notice from the Delivery Body within 20 Working Days after the relevant Auction Results Day, it may request in writing that the Delivery Body issue a Capacity Agreement Notice.

6.3.9 If the Delivery Body receives a request from a Capacity Provider pursuant to Rule 6.3.8 and agrees that a Capacity Agreement Notice should have been issued, the Delivery Body must issue that Capacity Agreement Notice to the Capacity Provider.

6.3.10 If the Delivery Body receives a request from a Capacity Provider pursuant to Rule 6.3.8 and does not agree that a Capacity Agreement Notice should have been issued, the Capacity Provider and the Delivery Body must discuss the alleged failure by the Delivery Body to establish whether a Capacity Agreement Notice should be issued.

6.3.11 Omitted.

6.3.12 Rule 6.3.3 applies to any Capacity Agreement Notice issued under Rule 6.3.5 or 6.3.9.

6.4 Indexation

6.4.1 Capacity Payments in relation to Capacity Agreements issued following a T-4 auction are to be adjusted with effect from the commencement of each Delivery Year, by the application of the CPI adjustment prescribed in paragraph 3(5) of Schedule 1 to the Regulations.

6.5 Survival

6.5.1 Rights and obligations which accrue prior to the date of expiry or earlier termination of a Capacity Agreement survive such expiry or termination.

6.6 Achieving the Financial Commitment Milestone

6.6.1 A Capacity Provider of a Prospective CMU will be considered to have met its Financial Commitment Milestone obligation if, by no later than 16 months after the Auction Results Day for the Capacity Auction in respect of which the Capacity Agreement was awarded (or, in the case of a T-1 Agreement, 3 months), the Delivery Body has acknowledged receipt of:

(a) a report prepared by an Independent Technical Expert at the Capacity Provider's cost confirming that the Independent Technical Expert (either directly or indirectly) is satisfied as to both of the matters set out in Rule 6.6.2; and

(b) where:

(i) Rule 6.6.5 applies, a Funding Declaration only insofar as it relates to Relevant Expenditure, made by at least two directors of the Capacity Provider; or

(ii) Rule 6.6.5A applies, a Funding Declaration made by at least two directors of the Capacity Provider.

6.6.2 The matters referred to in Rule 6.6.1 are that:

(a) Capital Expenditure has been incurred and paid in an amount at least equal to 10 per cent of the Total Project Spend for that CMU (and, where relevant, Non-GB Part); and

(b) at least two directors of the Capacity Provider (or officers, in the case of a Capacity Provider other than a company) have certified that:

(i) a Final Investment Decision has been taken for the full value of the Total Project Spend; and

(ii) where financed from sources other than Own Group Resources, that Financial Close has also occurred,

(such certificate to be annexed to the report).

6.6.3 Omitted.

6.6.3A For the purposes of Rules 6.6.2:

"Financial Close" means the legal, valid and binding decision point to progress with the project, achieved where all relevant project and financing documentation has been signed and all conditions precedent contained within them have been satisfied;

"Final Investment Decision" means a decision by the board of directors (or equivalent body in the case other than a company) of the Capacity Provider, and (where relevant) of each other Joint Owner, to fully proceed with the investment for the project, including the decision that sufficient financial resources are available to meet the Total Project Spend;

"Own Group Resources" means the existing assets and reserves of the Applicant or of any member of the Applicant's Group.

6.6.4 For the purposes of these Rules, "Relevant Contract" means, for a Prospective Interconnector CMU, an agreement or agreements for the supply of major components representing a portion of the Total Project Spend for that CMU and Non-GB Part (whether or not as part of a wider agreement) and which is consistent with the resolution of the board of directors of the Joint Owner in respect of that CMU (or the officers, in the case of a Joint Owner other than a company) to complete the relevant construction, repowering or refurbishment works for which that Joint Owner is responsible on or prior to the date falling at the start of the first scheduled Delivery Year for that CMU.

6.6.5 Unless Rule 6.6.5A applies, this Rule 6.6.5 applies if the Capacity Agreement for the Prospective CMU was awarded in a Capacity Auction held in the Auction Window commencing on 1 September 2016 or any subsequent Auction Window.

6.6.5A This Rule 6.6.5A applies if:

(a) the Capacity Provider holds a Capacity Agreement for a Prospective CMU in a Non-dispatchable Generating Technology Class; and

(b) the Capacity Agreement is awarded in a Capacity Auction held in the Auction Window commencing on 1 September 2019 or any subsequent Auction Window.

6.6.6 Omitted.

6.6.7 A person submitting a Funding Declaration under Rule 6.6.1(b) must ensure and confirm in the Funding Declaration that:

(a) in all material respects, the Funding Declaration; and

(b) in all respects, each of the specific declarations referred to in the Funding Declaration

are true and correct and that the Funding Declaration has been authorised by the board of directors of the Capacity Provider.

6.6A Achieving the Financial Commitment Milestone: New Build CMUs

6.6A.1 Other than in the case of a T-1 Agreement, Rule 6.6A.2 applies where in respect of a New Build Capacity Provider ("P") the Delivery Body has not, by 11 months after the Auction Results Day ("the 11-month period"), received the Independent Technical Expert's report referred to in Rule 6.6.1.

6.6A.2 Where this Rule 6.6A.2 applies, the Delivery Body must notify P and the Settlement Body that P must provide an increased amount of Applicant Credit Cover in accordance with Regulation 59(4) and (5).

6.6A.3 The notices under Rule 6.6A.2 must be given within 10 Working Days after the end of the 11-month period.

6.7 Achieving the Substantial Completion Milestone

6.7.1 A Capacity Provider is not liable for, or entitled to, any payments in respect of a particular CMU if the relevant System Stress Event precedes the date on which the Substantial Completion Milestone for such CMU is reached.

6.7.2 In the case of a Generating CMU, a New Build CMU or a Refurbishing CMU will have met its Substantial Completion Milestone obligation if:

(a) the corresponding Generating Unit(s) is/are Operational with an aggregate physical generating capacity (in MW) which, after being multiplied by its De-rating Factor, equals or exceeds 90 per cent of its Capacity Obligation;

(b) the Capacity Provider completed a Metering Assessment as required by Rule 8.3.3(ba); and

(c) where required under Rule 8.3.3(d), the Capacity Provider has provided a Metering Test Certificate.

6.7.3 In the case of an Interconnector CMU, a New Build CMU or a Refurbishing CMU will have met its Substantial Completion Milestone obligation if:

(a) the corresponding Electricity Interconnector is Operational with the physical capability of transmitting a Net Output which, after being multiplied by its De-rating Factor, equals or exceeds 90 per cent of its Capacity Obligation;

(b) the Capacity Provider completed a Metering Assessment as required by Rule 8.3.3(ba); and

(c) where required under Rule 8.3.3(d), the Capacity Provider has provided a Metering Test Certificate.

6.7.4

(a) Where the Substantial Completion Milestone is achieved in respect of a Prospective CMU that is not a Declared Long Stop CMU:

(i) on or prior to the start of the first Delivery Year of the Capacity Agreement or the Delivery Year of a T-1 Agreement, the Capacity Agreement will take effect on the first day of such Delivery Year; or

(ii) in the case of a New Build CMU or a Refurbishing CMU (other than in the case of a T-1 Agreement), after the start of the first Delivery Year of the Capacity Agreement but before the applicable Long Stop Date, the Capacity Agreement will take effect on the date that the Substantial Completion Milestone is achieved,

(but otherwise such Capacity Agreement will only take effect if the CMU is a New Build CMU to which Rule 6.8.5 applies).

(aa) A Capacity Agreement in respect of a Declared Long Stop CMU takes effect on the first day when both the following have occurred:

(i) the Long Stop Date has been reached; and

(ii) the Substantial Completion Milestone has been achieved

(and accordingly, a Capacity Agreement in respect of a Declared 12 Month Long Stop CMU does not take effect in its first scheduled Delivery Year and a Capacity Agreement in respect of a Declared 24 Month Long Stop CMU does not take effect in its first or second scheduled Delivery Years).

(b) If the physical generating capacity (or, in the case of an Interconnector CMU the physical capability of transmitting a Net Output) of the relevant CMU which is Operational when the Capacity Agreement takes effect is not, after being multiplied by its De-rating Factor, sufficient to deliver 100 per cent of its Capacity Obligation, the Capacity Agreement will take effect with respect to that proportion of the De-rated Capacity which is operational only.

6.7.5 The Capacity Provider must notify the Delivery Body when an ION is issued, or where no relevant ION is issued when a FON is issued (or, in the case of a Generating Unit connected to a Distribution Network, when it passes the relevant tests) for a Generating Unit forming part of a Prospective Generating CMU which is the subject of a Capacity Agreement.

6.7.6 A Capacity Provider may notify the Delivery Body that a Generating Unit forming part of a Prospective Generating CMU has increased its Operational physical capacity such that it is now sufficient to deliver a higher proportion (up to but not exceeding 100 per cent) of its Capacity Obligation:

(a) in the case of a Declared Long Stop CMU or a Prospective Generating CMU which has extended its Long Stop Date under Rule 6.7.7, at any time up to six months after the Long Stop Date for that CMU;

(b) in the case of any other Prospective Generating CMU at any time up to eighteen months after the start of the first Delivery Year of the Capacity Agreement,

and the Capacity Agreement will take effect from such date with respect to that increased proportion.

6.7.6A At any time during the Delivery Year of the Capacity Agreement, a Capacity Provider may notify the Delivery Body that a Prospective Interconnector CMU has increased its Operational physical capability of transmitting a Net Output such that it is now sufficient to deliver a higher proportion (up to but not exceeding 100 per cent) of its Capacity Obligation, and the Capacity Agreement will take effect from such date with respect to that increased proportion.

6.7.7

(a) Where the Substantial Completion Milestone is delayed solely due to a failure by the System Operator, Transmission Licensee or the relevant Distribution Network Operator (or their subcontractors, excluding the Capacity Provider or any member of its Group) to provide an active connection point in accordance with a valid Grid Connection Agreement or Distribution Connection Agreement, the relevant Long Stop Date must be extended where a Capacity Provider makes a request complying with paragraph (b).

(b) To obtain an extension under paragraph (a), the Capacity Provider must apply to the Delivery Body on the following basis:

(i) as soon as practicable, but in any case no later than 5 Working Days before the Long Stop Date;

(ii) identifying the duration of the extension sought;

(iii) including a report from an Independent Technical Expert substantiating the reasoning for the duration of the extension sought under this rule.

(c) For the purposes of paragraph (b)(ii) the duration of the extension sought may be either:

(i) day for day for the delay in achieving the Substantial Completion Milestone after the start of the first Delivery Year of the Capacity Agreement; or

(ii) until the latest planned connection date, provided sufficient evidence from the Transmission Licensee, System Operator or the relevant Distribution Network Operator is provided in the Independent Technical Expert report.

6.7.8 Save as provided in Rule 6.7.7, the relevant Long Stop Date must not be extended by virtue of any delay by a Prospective CMU in achieving the Substantial Completion Milestone, howsoever caused.

6.7.9 The relevant Long Stop Date must not be extended under Rule 6.7.7 where the relevant Capacity Provider has requested an extension from the relevant Transmission Licensee or Distribution Network Operator (or their subcontractors) to the date by which an active connection point must be provided under a Grid Connection Agreement or Distribution Connection Agreement.

6.7A Unproven DSR CMUs – when multi-year Capacity Agreements take effect

6.7A.1 Where an Unproven DSR CMU awarded a Capacity Agreement of a duration exceeding one Delivery Year satisfies the requirements of Rule 8.3.2(a) (DSR Test):

(a) on or prior to the start of the first Delivery Year of the Capacity Agreement, the Capacity Agreement will take effect on the first day of such Delivery Year; or

(b) after the start of the first Delivery Year of the Capacity Agreement but before the date falling one month before the commencement of the second Delivery Year of the Capacity Agreement, the Capacity Agreement will take effect on the date that CMU satisfies the requirements of Rule 8.3.2(a) (DSR Test), Rule 8.3.3(b) (Metering Assessment) and, if applicable, Rule 8.3.3(d) (Metering Test).

6.7A.2 A Capacity Provider is not liable for, or entitled to, any payments in respect of a particular Unproven DSR CMU if the relevant System Stress Event precedes the date on which the CMU satisfies the requirements of Rule 8.3.2(a) (DSR Test), Rule 8.3.3(b) (Metering Assessment) and, if applicable, Rule 8.3.3(d) (Metering Test).

6.7B DSR Partial Credit Cover Release

6.7B.1 An Applicant, Bidder or Capacity Provider for an Unproven DSR CMU in respect of a Capacity Agreement of a duration exceeding one Delivery Year (“P”) will meet the requirements for DSR Partial Credit Cover Release if, before P gives a notice to the Delivery Body under Rule 8.3.3A specifying the DSR CMU Components comprising the CMU, the Delivery Body is satisfied that P has provided it with:

(a) information updating the information provided under Rule 3.10.1(aa)(ii);

(b) a declaration, signed by two directors of P (or two officers in the case of a body other than a company), that:

(i) P has reasonable grounds to believe that the Qualifying £/kW Capital Expenditure for the CMU will be equal to or greater than the expected Qualifying £/kW Capital Expenditure declared under Rule 3.10.1(aa)(i);

(ii) the DSR CMU Components identified in the declaration, which have been acquired and/or in respect of which Contractual DSR Control has been acquired to form the CMU, are expected to provide at least 50 per cent of the CMU's De-rated Capacity; and

(iii) from the date P meets the requirements for DSR Partial Credit Cover Release to the date that a DSR Test Certificate is issued in respect of the CMU (both dates inclusive), the CMU will contain the DSR CMU Components identified in the declaration, unless any of these DSR CMU Components fails and another DSR CMU Component or Contractual DSR Control over another DSR CMU Component must be acquired for the CMU to carry out the DSR Test; and

(c) a report prepared by an Independent Technical Expert at the Capacity Provider's cost confirming that the Independent Technical Expert (either directly or indirectly) is satisfied as to the matters set out in Rule 6.7B.1(b)(i) and Rule 6.7B.1(b)(ii).

6.7B.2 Where the Delivery Body is satisfied that P has met the requirements for DSR Partial Credit Cover Release:

(a) the Delivery Body must notify P within five Working Days that P is eligible to request a portion of its Applicant Credit Cover to be released in accordance with the Regulations; and

(b) P may submit a request to the CM Settlement Body for a portion of its Applicant Credit Cover to be released in accordance with the Regulations.

6.8 Sanctions for Delay in Achieving Milestones

6.8.1 The Delivery Body must notify the Secretary of State and the Capacity Provider if it becomes aware of any Prospective CMU which fails to reach:

(a) in the case of a New Build CMU, its Financial Commitment Milestone in accordance with Rule 6.6 and Rule 6.10.1(b) shall apply;

(aa) in the case of a Refurbishing CMU, its Financial Commitment Milestone in accordance with Rule 6.6 and Rule 6.8.4 shall apply; or

(b) in the case of a Refurbishing CMU, its Substantial Completion Milestone by the Long Stop Date in accordance with Rule 6.7 and Rule 6.8.4 shall apply.

6.8.2 Subject to Rules 6.8.2A to 6.8.2F, if the Delivery Body becomes aware of any New Build CMU that has failed to reach its Minimum Completion Requirement by the Long Stop Date, the Delivery Body must issue a written notice to the Capacity Provider, the Secretary of State, the CM Settlement Body and the Authority (a "Notice of Intention to Terminate") stating that, unless the Minimum Completion Requirement is achieved (as determined in accordance with Rule 6.8.3 or 6.8.3A) within 120 Working Days from the date of the Notice of Intention to Terminate, a Termination Notice will be issued in accordance with Rule 6.10.2(a).

6.8.2A Rule 6.8.2B applies where:

(a) the New Build CMU referred to in Rule 6.8.2 is an Interconnector CMU in respect of which a Capacity Agreement has been awarded for a Delivery Year ("Y");

(b) a Capacity Agreement has not been awarded in respect of that CMU for the Capacity Year immediately following Delivery Year Y; and

(c) the Delivery Body becomes aware that the CMU has failed to reach its Minimum Completion Requirement by the end of Delivery Year Y.

6.8.2B Where this Rule 6.8.2B applies the Delivery Body must, instead of the notice referred to in Rule 6.8.2, issue a written notice to the Capacity Provider, the Secretary of State, the CM Settlement Body and the Authority (a "Non- completion Notice") stating that the Capacity Provider is liable to pay a Non- completion Fee by the end of the last day of the period of 60 Working Days beginning with the date of the notice.

6.8.2C Rule 6.8.2D applies where:

(a) the New Build CMU referred to in Rule 6.8.2 is an Interconnector CMU in respect of which a Capacity Agreement has been awarded for a Delivery Year ("Z"); and

(b) a Capacity Agreement has been awarded in respect of that CMU for a Delivery Year immediately following Delivery Year Z.

6.8.2D Where this Rule 6.8.2D applies, the notice issued in accordance with Rule 6.10.2(a) shall be treated, for the purposes of this Chapter 6, as a Termination Notice issued in respect of each of the following Capacity Agreements (but without making the Capacity Provider liable to pay more than one termination fee in respect of them):

(a) the Capacity Agreement in respect of that New Build CMU that is in force at the time of the expiry of the notice period or extension period referred to in Rule 6.10.2(e); and

(b) any other Capacity Agreement awarded in respect of that New Build CMU for a Delivery Year subsequent to Delivery Year Z.

6.8.2E Rule 6.8.2F applies where:

(a) a New Build CMU has been awarded a T-1 Agreement; and

(b) the Delivery Body becomes aware that the CMU has failed to reach its Minimum Completion Requirement in respect of that T- 1 Agreement by the Long Stop Date.

6.8.2F Where this Rule 6.8.2F applies, the Notice of Intention to Terminate issued in respect of that T-1 Agreement must state that, unless the Minimum Completion Requirement is achieved (as determined in accordance with Rule 6.8.3 or 6.8.3A) within 20 Working Days from the date of that notice, a Termination Notice will be issued in accordance with Rule 6.10.2(a).

6.8.3 A Prospective Generating CMU has reached its Minimum Completion Requirement if:

(a) the corresponding Generating Unit(s) is/are Operational with an aggregate physical generating capacity which, after being multiplied by its De-rating Factor, exceeds 50 per cent of its Capacity Obligation;

(b) the Capacity Provider and completed a Metering Assessment as required by Rule 8.3.3(ba); and

(c) where required under Rule 8.3.3(d), the Capacity Provider has provided a Metering Test Certificate.

6.8.3A A Prospective Interconnector CMU has reached its Minimum Completion Requirement if:

(a) the CMU is Operational with a Connection Capacity which, after being multiplied by its De-rating Factor, exceeds 50 per cent of its Capacity Obligation;

(b) the Capacity Provider completed a Metering Assessment as required by Rule 8.3.3(ba); and

(c) where required under Rule 8.3.3(d), the Capacity Provider has provided a Metering Test Certificate.

6.8.4 Where the Delivery Body has given notice under Rule 6.8.1 for a CMU which was, in the Capacity Auction pursuant to which the Capacity Agreement was awarded, a Refurbishing CMU for which the Bidder was obliged to participate with respect to the Pre-Refurbishment CMU (either because the Pre- Refurbishment CMU was a Mandatory CMU or because the Bidder issued a confirmation for such Pre-Refurbishment CMU pursuant to Rule 5.5.14):

(a) the Capacity Agreement is reduced to a one year duration; and

(b) where the notice under Rule 6.8.1 is given to a T-1 Agreement, the Capacity Obligation of the CMU will be re-set by reference to the De- rated Capacity of the Pre-Refurbishment CMU (i.e. the applicable De- rating Factor multiplied by the Connection Capacity of the Pre- Refurbishment CMU).

6.8.5 Where a New Build CMU that did not achieve the Substantial Completion Milestone by the start of the first Delivery Year of the Capacity Agreement, or of the Delivery Year of a T-1 Agreement, has achieved the Minimum Completion Requirement by the Long Stop Date then the Capacity Agreement will take effect at the Long Stop Date with respect to that proportion of the De-rated Capacity of the CMU that has achieved Operational status only.

6.9 Exclusion of Force Majeure

6.9.1 The obligations set out in the Rules and Regulations and forming the Capacity Agreement are not excused by events outside of the control of the Capacity Provider and apply regardless of any assertion of force majeure, frustration or equivalent legal doctrine.

6.10 Termination

6.10.1 Termination Events

Each of the following events is a Termination Event with respect to a Capacity Agreement (other than a Capacity Agreement that has been transferred under Rule 9.2.4(a)), and the Capacity Provider must notify the Delivery Body if any of the following events has occurred and is continuing:

(a) an Insolvency Termination Event affecting the Capacity Provider or, in relation to an Interconnector CMU, any Joint Owner;

(b) where the Capacity Agreement is in respect of a New Build CMU, a failure by the Capacity Provider to achieve its Financial Commitment Milestone for that New Build CMU as determined in accordance with Rule 6.6;

(ba) where the Capacity Agreement is in respect of a New Build CMU and

(i) Rule 6.6A.2 applies, and the New Build Capacity Provider has failed to lodge credit cover in accordance with Regulation 59(4) and (5); or

(ii) the New Build Capacity Provider has lodged that credit cover, but failed to maintain it in accordance with Regulation 60(1);

(c) except where Rule 6.8.2B applies, where the Capacity Agreement is in respect of a New Build CMU, a failure by the capacity provider to achieve its Minimum Completion Requirement for that New Build CMU as determined in accordance with Rule 6.8.3 within the period specified in a Notice of Intention to Terminate issued by the Delivery Body to that Capacity Provider in accordance with Rule 6.8.2 or Rule 6.8.2F;

(d) without prejudice to the operation of any Regulations which render the Capacity Agreement null and void, the Capacity Committed CMU to which the Capacity Agreement relates:

(i) no longer meets the first condition of the General Eligibility Criteria described in Regulation 15(3);

(ii) no longer meets the second condition of the General Eligibility Criteria described in Regulation 15(4); or

(iii) would not meet the third condition of the General Eligibility Criteria described in Regulation 15(5) if an Application for Prequalification were made in respect of that CMU, at any time after the Capacity Agreement is awarded (except in the case of a CCS CFD where the Capacity Provider complies with Rule 8.2.2(b) and Rule 6.10.4 so that Rule 6.10.6 applies in respect of termination of the Capacity Agreement);

(e) the Capacity Provider has made a declaration or provided a letter in its Application in accordance with Rule 3.7.3(c) for a CMU but has not provided a copy of its connection offer, with evidence of the acceptance of that offer, to the Delivery Body for that CMU as required by Rule 8.3.1(a);

(ea) omitted;

(f) omitted;

(fa) omitted;

(g) where the Capacity Agreement relates to a Generating CMU or an Interconnector CMU, the Capacity Provider ceases to have a Grid Connection Agreement that secures Transmission Entry Capacity for each relevant Delivery Year at least equal to the De-rated Capacity of the Capacity Committed CMU and any other CMUs to which the Grid Connection Agreement applies, except as a result of a failure by a Transmission Licensee to provide a connection point when required to do so in accordance with a valid Grid Connection Agreement;

(ga) where the Capacity Agreement relates to a Generating CMU or an Interconnector CMU, the Capacity Provider reduces the Transmission Entry Capacity secured by its Grid Connection Agreement for a relevant Delivery Year so that it is no longer at least equal to

the aggregate of all Capacity Obligations applying at any time in that Delivery Year in respect of:

(i) the CMU to which the Capacity Agreement applies, and

(ii) any other CMUs to which the Grid Connection Agreement applies,

except where such a reduction in Transmission Entry Capacity arises as a consequence of a failure by a Transmission Licensee to provide a connection point when required to do so in accordance with a valid Grid Connection Agreement;

(h) where the Capacity Agreement relates to an Existing CMU, a Proven DSR CMU or an Unproven DSR CMU which, in any such case, is subject to a Metering Test pursuant to Rule 8.3.3(c) (as applicable), the Capacity Provider has failed to comply with Rule 8.3.3(d);

(ha) where the Capacity Agreement relates to an Existing CMU, a Proven DSR CMU or an Unproven DSR CMU and, , the Capacity Provider has failed to complete a Metering Assessment in accordance with Rule 8.3.3(a) or 8.3.3(b);

(i) where the Capacity Agreement relates to an Unproven DSR CMU, the Capacity Provider has failed to comply with Rule 8.3.2(a);

(j) omitted;

(k) where the Delivery Body has not received a copy of a notice in accordance with Rule 4.6.2 and Rule 4.6.4A applies;

(l) where the Capacity Agreement relates to a Generating CMU with a multi- year Capacity Obligation and the CM Settlement Body determines that the Capacity Provider has on three separate occasions invalidated the Metering Test Certificate relating to that Generating CMU;

(m) where the Capacity Agreement relates to an Unproven DSR CMU, Rule 4.5B.2 applies and the Capacity Provider has failed to lodge credit cover in accordance with Rule 4.5B.7;

(n) a Capacity Provider makes a transfer, sale or disposal of a Generating Unit contrary to Rule 9.2.10 without complying with the conditions in 9.2.10A(a);

(o) where any information or declaration submitted in or with an Application relating to the Capacity Agreement did not comply with the requirements in Rule 3.12.1;

(p) where the Capacity Provider is required to submit an updated Funding Declaration under Rule 8.3.8, a failure by the Capacity Provider to submit such update in accordance with Rule 8.3.8(a) or Rule 8.3.8(b);

(q) where a Funding Declaration made under Rule 6.6.1 or any update made under Rule 8.3.8 did not comply with the requirements in Rule 6.6.7;

(r) where the Capacity Committed CMU is subject to, and fails to satisfy, the requirements of Rule 13.4.1ZA(a) (or Rule 13.4.1ZE(b), where applicable) in respect of a Capacity Agreement awarded as a result of a Capacity Auction held after the coming into force of the Capacity Market (Amendment) (No. 4) Rules 2017; and

(s) where the Capacity Committed CMU is subject to and fails to satisfy, the requirements of Rule 13.4A.7(a) (or Rule 13.4A.11(b), where applicable) in respect of a Capacity

Agreement awarded to the CMU as a result of a Capacity Auction held after the coming into force of the Capacity Market (Amendment) (No. 4) Rules 2017.

6.10.1A Termination Events: Transfers under Rule 9.2.4(a)

(a) Subject to paragraph (d), each of the events specified in the following paragraphs of Rule 6.10.1 is a Termination Event with respect to a Capacity Agreement that has been transferred in its entirety under Rule 9.2.4(a), or with respect to a Transferred Part:

(i) paragraph (a) (insolvency);

(ii) paragraph (d) (General Eligibility Criteria);

(iii) paragraph (ga) (Transmission Entry Capacity);

(iv) omitted;

(v) paragraph (n) (transfer etc. of a Generating Unit);

(vi) paragraph (r) (Satisfactory Performance Days);and

(vii) paragraph (s)(extended performance).

and for that purpose, any reference to a "Capacity Agreement" in those paragraphs shall be construed as including a reference to a Transferred Part, and any reference to a "Capacity Provider" shall be construed as a reference to the Transferee.

(b) Each of the following events is a Termination Event with respect to a Capacity Agreement that has been transferred in its entirety under Rule 9.2.4(a) or with respect to a Transferred Part:

(i) where the CMU Transferee is a Generating CMU or an Interconnector CMU, immediately following the transfer the Transferee does not have a Grid Connection Agreement which secures Transmission Entry Capacity at least equal to the aggregate of the Capacity Obligations applying to:

(aa) that CMU Transferee; and

(bb) any other CMUs to which the Grid Connection Agreement applies;

(ii) the event specified in 6.10.1(o) in so far as it applies in respect of any Capacity Agreement that has been awarded in relation to the CMU Transferee.

(c) The Capacity Provider must notify the Delivery Body if an event mentioned in paragraph (a) or (b) occurs and is continuing during the period in which the transferred Capacity Obligation applies to the CMU Transferee.

(d) The provisions of this Rule 6.10.1A do not apply to a CMU Transferor which has transferred the entirety of its Capacity Obligation in accordance with Rule 9.2.4(a) in respect of the period during which the transferred Capacity Obligation applies to the CMU Transferee, except where a Termination Notice is received by the CMU Transferor prior to the relevant transfer.

6.10.1B Termination Event: concurrent Termination Notices in respect of provision of a Fossil Fuel Emissions Declaration

(a) Where Rule 6.10.1B(b) applies, Rule 6.10.1B(c) and Rule 6.10.1B(d) apply.

(b) This Rule 6.10.1B(b) applies if:

(i) the Delivery Body gives a Capacity Provider for a New Build CMU or Unproven DSR CMU more than one Termination Notice in respect of a Capacity Agreement and the notice periods specified in the Termination Notices cover one or more of the same days ("concurrent Termination Notices");

(ii) in the case of a Capacity Agreement in respect of a New Build CMU, the concurrent Termination Notices separately specify:

(aa) the Termination Event specified in Rule 6.10.1(c) (Minimum Completion Requirement); and

(bb) the Termination Event specified in Rule 6.10.1(o) where the Termination Notice is given because a declaration in a Fossil Fuel Emissions Commitment in respect of the CMU submitted with the Application relating to the Capacity Agreement does not comply with the requirements in Rule 3.12.1; or

(iii) in the case of a Capacity Agreement in respect of an Unproven DSR CMU, the concurrent Termination Notices separately specify:

(aa) the Termination Event specified in Rule 6.10.1(i) (DSR Test Certificate); and

(bb) the Termination Event specified in Rule 6.10.1(o) where the Termination Notice is given because a declaration in a Fossil Fuel Emissions Commitment in respect of the CMU submitted with the Application relating to the Capacity Agreement does not comply with the requirements in Rule 3.12.1.

(c) The Delivery Body must terminate the Capacity Agreement:

(i) on the ground specified in whichever of the concurrent Termination Notices first reaches the date on which it is automatically terminated as described in Rule 6.10.2(e); or

(ii) on the relevant ground specified in Rule 6.10.1B(d) if more than one of the concurrent Termination Notices reaches the date on which the agreement is automatically terminated on the same day.

(d) Where the Capacity Agreement must be terminated on a ground specified in this Rule 6.10.1B(d), the relevant ground is:

(i) in the case of a New Build CMU, the Termination Event specified in Rule 6.10.1(c); and

(ii) in the case of an Unproven DSR CMU, the Termination Event specified in Rule 6.10.1(i).

6.10.2 Procedure for automatic termination

(a) Where the Delivery Body:

(i) has been notified by another Administrative Party or a Capacity Provider of, or otherwise becomes aware of the occurrence of, any of the circumstances referred to in Rule 6.10.1 or as the case may be Rule 6.10.1A, or

(ii) receives a direction from the Secretary of State or the Authority to terminate the Capacity Agreement for an actual or suspected engagement in one or more of the Prohibited Activities by an Applicant-related Party or any member of the Applicant's Group;

it must issue a written notice to the Capacity Provider, the Secretary of State, the CM Settlement Body and the Authority (a "Termination Notice") stating that the Capacity Agreement of the relevant CMU (or, in the case of the circumstances in Rule 6.10.1(a) or Rule 6.10.2(a)(ii), all CMUs for which it is the Capacity Provider) will terminate in 60 Working Days and specifying which of the grounds in Rule 6.10.1(a) to (s) or Rule 6.10.2(a)(ii) applies.

(b) Within 20 Working Days of receipt of a Termination Notice under Rule 6.10.2(a) (other than one which identifies the grounds set out in Rule 6.10.1(j) or Rule 6.10.1(k)), a Capacity Provider may submit a written request to the Secretary of State:

(i) applying to have that Termination Notice extended by up to 60 Working Days (or, in the case of a Termination Notice given in respect of a T-1 Agreement, 20 Working Days);

(ii) specifying the reasons for requesting the extension of the notice; and

(iii) specifying a cure plan demonstrating that the Capacity Provider will address the grounds for termination specified in the Termination Notice for any relevant CMUs within the requested extension period.

(c) Within 20 Working Days of receipt of a Termination Notice under Rule 6.10.2(a), a Capacity Provider may make written representations to the Secretary of State in accordance with Regulation 33(4):

(i) applying to have that Termination Notice withdrawn;

(ii) specifying the reasons for requesting the withdrawal of the notice; and

(iii) specifying a cure plan specifying how the Capacity Provider will address the grounds for termination specified in the Termination Notice for any relevant CMUs,

subject always to Regulation 33(7).

(zd) If Rule 6.10.1B (Termination Event: concurrent Termination Notices in respect of provision of Fossil Fuel Emissions Declaration) applies in relation to a Capacity Provider, any representations made by the Capacity Provider to the Secretary of State under Rule 6.10.2(b) or Rule 6.10.2(c) must specify for each Termination Notice in respect of the Capacity Agreement which has not been withdrawn at the time the representations are made:

(i) the date on which the Termination Notice was issued;

(ii) the date 60 Working Days from the date on which the Termination Notice was issued; and

(iii) the Termination Event specified in the Termination Notice.

(d) The Delivery Body:

(i) may withdraw or extend a Termination Notice (in whole or in part) in accordance with a Reconsidered Decision pursuant to Part 10 of the Regulations; and

(ii) must immediately withdraw or extend a Termination Notice on the instruction of:

(aa) the Secretary of State in accordance with Regulation 33(2);

(bb) the Authority in accordance with Regulation 71;

(cc) a court of competent jurisdiction in accordance with Regulation 72; or

(dd) the Secretary of State following an application under Rule 6.10.2(b) or 6.10.2(c),

in each case by issuing a written notice to the Capacity Provider, the Secretary of State, the CM Settlement Body and the Authority (a "Withdrawal Notice" or an "Extension Notice", as the case may be), such notice to include the period of the extension, if any.

(e) Subject to Rule 6.10.1B (if applicable), at the expiry of the notice period referred to in Rule 6.10.2(a) or, where applicable, any extension period referred to in Rule 6.10.2(d), the Capacity Agreement for each relevant CMU is automatically terminated unless the Termination Notice has been withdrawn.

(f) Where a Capacity Agreement is terminated, the Delivery Body must:

(i) update the Capacity Market Register to reflect the termination of the Capacity Agreement; and

(ii) notify the CM Settlement Body and the Authority of the termination of the Capacity Agreement, and the grounds for its termination.

(g) Paragraph (f) applies notwithstanding that the period mentioned in paragraph (e) expires after the expiry of the Capacity Agreement.

6.10.2A Termination procedure: Transferred Part

The provisions of Rule 6.10.2 apply to the termination of a Transferred Part as they apply to the termination of a Capacity Agreement, but with the following modifications:

(a) in paragraph (a):

(i) in sub-paragraph (i), for "Rule 6.10.1" substitute "Rule 6.10.1A;

(ii) for the words from "Capacity Agreement of the relevant CMU" to the end substitute "Transferred Part applying in respect of the relevant CMU will

terminate in 60 Working Days and specifying which of the grounds referred to in Rule 6.10.1A will apply";

(b) in paragraph (b), omit "or Rule 6.10.1(k)";

(c) in paragraphs (e) and (f), for each occurrence of "Capacity Agreement" substitute "Transferred Part"; and

(d) in paragraph (g), for "Capacity Agreement" substitute "Transfer Period".

6.10.3 Termination Fees

(a) Where a Capacity Agreement awarded as a result of a Capacity Auction held before the coming into force of the Capacity Market (Amendment) Rules 2016 is terminated on one of the grounds specified in paragraph (b), (c), (e), (f), (g), (h) or (n) of Rule 6.10.1, the Capacity Provider is liable to pay a termination fee in accordance with Regulation 43.

(b) The amount of the termination fee payable under Rule 6.10.3(a) is:

(i) TF1, as determined in accordance with Regulation 43(3), where the Capacity Agreement is terminated on one of the grounds specified in Rule 6.10.1(b), 6.10.1(e), 6.10.1(f), 6.10.1(h) or 6.10.1(n); and

(ii) TF2, as determined in accordance with Regulation 43(3), where the Capacity Agreement is terminated on one of the grounds specified in Rule 6.10.1(c) or 6.10.1(g).

(c) Where a Capacity Agreement awarded as a result of a Capacity Auction held after the coming into force of the Capacity Market (Amendment) Rules 2016, or a Transferred Part in respect of such a Capacity Agreement, is terminated on one of the grounds specified in paragraph (b), (ba), (c), (e), (g), (ga), (h), (l), (n) or (p) of Rule 6.10.1 or Rule 6.10.1A(b)(i), the Capacity Provider is liable to pay a termination fee in accordance with Regulation 43.

(d) The amount of a termination fee payable under Rule 6.10.3(c) is:

(i) TF3, as determined in accordance with Regulation 43(3), where the Capacity Agreement or Transferred Part is terminated on one of the grounds specified in Rule 6.10.1(ba)(i), 6.10.1(h), 6.10.1(l) or 6.10.1(n);

(ii) TF4, as determined in accordance with Regulation 43(3), where the Capacity Agreement is terminated on one of the grounds specified in Rule 6.10.1(b), 6.10.1(ba)(ii), 6.10.1(e) or 6.10.1(p); and

(iii) TF5, as determined in accordance with Regulation 43(3), where the Capacity Agreement or Transferred Part is terminated on one of the grounds specified in Rule 6.10.1(c), 6.10.1(ea), 6.10.1(fa), 6.10.1(g), 6.10.1(ga), or Rule 6.10.1A(b)(i).

(da) Where a Capacity Agreement awarded as a result of a Capacity Auction held after the coming into force of the Capacity Market (Amendment) Rules 2025, or a Transferred Part in respect of such a Capacity Agreement, is terminated on the ground specified in paragraph Rule 6.10.1(i), the Capacity Provider is liable to pay a termination fee in accordance with Regulation 43.

(db) The amount of a termination fee payable under Rule 6.10.3(da) is TF1, as determined in accordance with Regulation 43(3), where the Capacity Agreement or Transferred Part is terminated on the ground specified in Rule 6.10.1(i).

(e) Where a Capacity Agreement has been awarded as a result of a Capacity Auction held before the coming into force of the Capacity Market (Amendment) Rules 2016 and:

(i) either:

(aa) that Capacity Agreement is transferred in its entirety under Rule 9.2.4(a) after those Rules came into force; or

(bb) a Transferred Part is created from that Capacity Agreement after those Rules came into force; and

(ii) the Capacity Agreement or Transferred Part is terminated on one of the grounds specified in paragraph (ga) or (n) of Rule 6.10.1 or Rule 6.10.1A(b)(i),

the Capacity Provider is liable to pay a termination fee in accordance with Regulation 43.

(f) The amount of the termination fee payable under Rule 6.10.3(e) is:

(i) TF1, as determined in accordance with Regulation 43(3), where the Capacity Agreement or Transferred Part is terminated on the grounds specified in Rule 6.10.1(n); and

(ii) TF2, as determined in accordance with Regulation 43(3), where the Capacity Agreement or Transferred Part is terminated on one of the grounds specified in Rule 6.10.1(ga) or Rule 6.10.1A(b)(i).

(g) Where a Capacity Agreement awarded as a result of a Capacity Auction held after the coming into force of the Capacity Market (Amendment) Rules 2017, or a Transferred Part in respect of such a Capacity Agreement, is terminated on one of the grounds specified in paragraph (d) or (ha) of Rule 6.10.1, the Capacity Provider is liable to pay a termination fee in accordance with Regulation 43.

(h) The amount of a termination fee payable under Rule 6.10.3(g) is TF3, as determined in accordance with Regulation 43(3).

(i) Where a Capacity Agreement or a Transferred Part in respect of such a Capacity Agreement, is terminated on either or both of the grounds specified in Rule 6.10.1(r) and Rule 6.10.1(s), the Capacity Provider is liable to pay the termination fee specified in paragraph (j) in accordance with Regulation 43.

(j) The amount of the termination fee payable under Rule 6.10.3(i) is TF4, as determined in accordance with Regulation 43(3).

6.10.3A Repayment of Capacity Payments

(a) Where a Capacity Agreement or Transferred Part is terminated on one of the grounds specified in paragraphs (a), (d), (g), (h) (in respect of a Capacity Provider failing to provide a Metering Test Certificate in accordance with Rule 8.3.3(e)(i) or Rule 8.3.3(e)(iii)), (i), (k), (l) or (n) of Rule 6.10.1 or following a direction made under Rule

6.10.2(a)(ii), the Capacity Provider is liable to repay Capacity Payments in accordance with Regulation 43B.

(aa) Where a Capacity Agreement has been awarded as a result of a Capacity Auction held after the coming into force of the Capacity Market (Amendment) Rules 2016, or a Transferred Part in respect of such a Capacity Agreement, is terminated on one of the grounds specified in paragraphs (o), (p) or (q) of Rule 6.10.1 or in Rule 6.10.1A(b)(ii) or following a direction made under Rule 6.10.2(a)(ii), the Capacity Provider is liable to repay Capacity Payments in accordance with Regulation 43B.

(ab) Where a Capacity Agreement awarded as a result of a Capacity Auction held before the coming into force of the Capacity Market (Amendment) Rules 2016 and:

(i) either:

(aa) that Capacity Agreement is transferred in its entirety under Rule 9.2.4(a) after those Rules came into force; or

(bb) a Transferred Part is created from that Capacity Agreement after those Rules came into force; and

(ii) the Capacity Agreement or Transferred Part is terminated on one of the grounds specified in Rule 6.10.1(ga) or Rule 6.10.1A(b)(i),

the Capacity Provider is liable to repay Capacity Payments in accordance with Regulation 43B.

(b) Capacity Payments are repayable in respect of the period TP1, as defined in Regulation 43B(3)(a), where the Capacity Agreement or Transferred Part is terminated on the grounds specified in paragraphs (a), (d), (k) or (n) of Rule 6.10.1 or following a direction made under Rule 6.10.2(a)(ii).

(c) Capacity Payments are repayable in respect of the period TP2, as defined in Regulation 43B(3)(b), where the Capacity Agreement or Transferred Part is terminated on the grounds specified in paragraphs (g), (ga) or (l) of Rule 6.10.1 or Rule 6.10.1A(b)(i).

(ca) Capacity Payments are repayable in respect of the period TP3, as defined in Regulation 43B(3)(c), where the Capacity Agreement or Transferred Part is terminated on the grounds specified in paragraphs (h) (in respect of a Capacity Provider failing to provide a Metering Test Certificate in accordance with Rule 8.3.3(e)(i) or Rule 8.3.3(e)(iii)), (i), (o), (p) or (q) of Rule 6.10.1 or Rule 6.10.1A(b)(ii).

(cb) Where a Capacity Agreement, or a Transferred Part in respect of such a Capacity Agreement, is terminated on either or both of the grounds specified in Rule 6.10.1(r) and Rule 6.10.1(s), the Capacity Provider is liable to repay Capacity Payments in accordance with Regulation 43B.

(cc) Capacity payments are repayable in respect of the period TP4, as defined in Regulation 43B(3)(d), where a Capacity Agreement, or a Transferred Part in respect of such a Capacity Agreement, is terminated on either or both of the grounds specified in Rule 6.10.1(r) and Rule 6.10.1(s).

(d) Where a Capacity Agreement or Transferred Part is terminated on the grounds specified in Rule 6.10.1(g), Rule 6.10.1(ga), Rule 6.10.1(r) or Rule 6.10.1A(b)(i), the Delivery Body must notify the CM Settlement Body of the date on which the Termination Event occurred.

6.10.4 Voluntary termination for Generating CMUs transferring to CFD or RO

(a) A Capacity Provider of a Generating CMU may voluntarily request termination of a Capacity Agreement in order to become eligible to participate in a Low Carbon Exclusion (other than where paragraph (aa) applies in respect of a CCS CFD).

(aa) A Capacity Provider for a Generating CMU awarded a T-4 Agreement in respect of a multi-year Capacity Obligation must, if the Capacity Provider proposes to enter into or enters into a CCS CFD in respect of that CMU, notify the Delivery Body in accordance with Rule 8.2.2(b) and request termination of a Capacity Agreement in accordance with Rule 6.10.4(ba).

(b) In order to have a Capacity Agreement terminated in accordance with Rule 6.10.4(a), the Capacity Provider in respect of a CMU must give the Delivery Body:

(i) A ROO Conversion Notice in respect of a request relating to ROO; or

(ii) a CFD Transfer Notice in respect of a request relating to a CFD which is not a CCS CFD

by no later than 16 months before the start of the Delivery Period to which the Capacity Agreement Relates

(ba) In order to have a Capacity Agreement terminated in accordance with Rule 6.10.4(aa), the Capacity Provider in respect of a CMU must give the Delivery Body a CCS CFD Transfer Notice during the CCS CFD Transfer Notice Window which is:

(iii) in respect of a Capacity Provider which intends for the Capacity Agreement to have a final Delivery Year (Delivery Year ‘u’), during Capacity Year u-2; or

(iv) in respect of a Capacity Provider which intends for the Capacity Agreement to be terminated before its first Delivery Year (Delivery Year ‘t’), during Capacity Year t-2.

(c) Upon receiving a request from a Capacity Provider in accordance with Rule 6.10.4(b), the Delivery Body must, prior to the Prequalification Results Day for the T-1 Auction in respect of the relevant Delivery Year, notify the Capacity Provider, the Secretary of State, the Authority and the CM Settlement Body that the Capacity Agreement is terminated with immediate effect.

(d) Upon receiving a request from a Capacity Provider in accordance with Rule 6.10.4(ba), Rule 6.10.6(a) applies.

6.10.5 Definition of CCS CFD Evidence

CCS CFD Evidence” means;

(a) terms of the CCS CFD in respect of a CMU (“CMU i

(b) confirmation in writing from the CFD Counterparty that the Capacity Provider in respect of CMU i has entered into a CCS CFD;

(c) confirmation of the date which the Capacity Provider expects to be the CCS CFD Payment Start Date (as defined in Regulation 34A(4));

(d) a declaration in writing that the CCS CFD relates to CMU i; and

(e) a written report which describes:

(i) dates during which CMU i will operate at reduced output, be temporarily closed down, decommissioned or otherwise non- operational because the Capacity Provider intends to undertake works required to deliver under the CCS CFD when; and

(ii) the projected Connection Capacity and De-rated Capacity of CMU i after works undertaken to deliver under the CCS CFD are complete.

6.10.6 Termination under Rule 6.10.4 in respect of CCS CFDs

(a) This Rule 6.10.6 applies in respect of a request from a Capacity Provider under Rule 6.10.4(ba), unless:

(i) Rule 6.10.1(d)(iii) applies because a Capacity Provider enters into a CCS CFD and does not notify the Delivery Body when required under Rule 8.2.2(b) and Rule 6.10.4;

(ii) Rule 6.10.1(d)(iii) applies because a Capacity Provider becomes eligible to receive a Generation Counterparty Payment under a CCS CFD before the CCS CFD Related Termination Date specified in a notice given under Rule 6.10.4(ba) in respect of a Capacity Agreement.

(b) Five Working Days after the end of the CCS CFD Transfer Notice Window during which a CCS CFD Transfer notice is provided, the Delivery Body must:

(i) issue a notice under Regulation 34A(2) specifying the CCS CFD Related Termination Date of the relevant Capacity Agreement; or

(ii) notify the Capacity Provider that a notice under Regulation 34A(2) will not be given and provide reasons for such refusal (“a CCS CFD Transfer Refusal Notice”).

(c) A Capacity Provider may, before the end of the CCS CFD Transfer Notice Window during which notice is provided under Rule 6.10.4(ba), amend or withdraw a CCS CFD Transfer Notice by submitting a request to the Delivery Body, with (where relevant) the amended CCS CFD Transfer Notice which it seeks to be substituted.

(d) Where:

(i) the Delivery Body has issued a notice in respect of CMU i in accordance with Regulation 34A(2); and

(ii) prior to the CCS CFD Related Termination Date in respect of CMU i, the Delivery Body gives the Capacity Provider one or more Termination Notices under Rule 6.10.2(a),

the Delivery Body must terminate the Capacity Agreement on the ground specified in whichever Termination Notice first reaches the date on which it automatically terminates as described in Rule 6.10.2(e).

(e) Where:

(i) the Delivery Body has issued a notice in respect of CMU i in accordance with Regulation 34A(2); and

(ii) prior to the CCS CFD Related Termination Date in respect of CMU i, the Delivery Body gives the Capacity Provider one or more Reductions Notices under Rule 8.3.6D(a),

where the earliest date at the end of the duration specified in a Reduction Notice is before the CCS CFD Related Termination Date, then the Capacity Agreement ends before being terminated on the CCS CFD Related Termination Date.

6.11 Non-completion Fee

6.11.1 Omitted.

6.11.2 Within 20 Working Days of receipt of a Non-completion Notice under Rule 6.8.2B, a Capacity Provider may make written representations to the Secretary of State in accordance with Regulation 33(4) as applied by Regulation 43A(6):

(a) applying to have that Non-completion Notice withdrawn; and

(b) specifying the reasons for requesting the withdrawal of the notice.

6.11.3 The Delivery Body:

(a) may withdraw a Non-completion Notice in accordance with a Reconsidered Decision pursuant to Part 10 of the Regulations; and

(b) must immediately withdraw a Non-completion Notice on the instruction of:

(i) the Secretary of State in accordance with regulation 33(2) as applied by Regulation 43A(6);

(ii) the Authority in accordance with Regulation 71 as so applied; or

(iii) a court of competent jurisdiction in accordance with Regulation 72 as so applied.

6.11.4 Where a Non-completion Notice has not been withdrawn in accordance with Rule 6.11.3, the Capacity Provider is liable to pay a Non-completion Fee:

(a) if no request or appeal has been made under Part 10 of the Regulations, by the end of the period stated in the notice;

(b) otherwise, if such a request or appeal is unsuccessful or is withdrawn, within five Working Days of the final determination or withdrawal of the request or appeal, with payment due no later than the end of the 5th such day.

6.11.5 The amount of the Non-completion Fee payable is TF4, as determined in accordance with Regulation 43(3), unless the Non-Completion Fee relates to a Capacity Agreement awarded as a result of a Capacity Auction held before the coming into force of the Capacity Market (Amendment) Rules 2016, in which case the amount is TF1 as determined in accordance with Regulation 43(3).[14]

[14] Regulation 43(3) to (5) applies to the determination of the amount of a Non-completion Fee by virtue of Regulation 43A(4), inserted by the Electricity Capacity (Amendment) Regulations 2015.

CHAPTER 7: CAPACITY MARKET REGISTER AND CAPACITY MARKET METERING REGISTER

7 Capacity Market Register and Capacity Market Metering Register

7.1 Purpose of this Chapter

7.1.1 The Rules govern the establishment and maintenance by the Delivery Body of the Capacity Market Register and the Capacity Market Metering Register by the CM Settlement Body.

7.2 Establishment, form and maintenance of the Capacity Market Register

7.2.1 The Delivery Body must establish and maintain a Capacity Market Register in accordance with the Regulations and the Rules.

7.2.2 The Capacity Market Register may be in electronic form.

7.2.3 The Capacity Market Register must be established by the time the Prequalification Window for the first Capacity Auction closes.

7.2.4 The Delivery Body and the CM Settlement Body will make arrangements for such data transmission facilities as are necessary to give the CM Settlement Body secure access to the Capacity Market Register.

7.2.5 The Delivery Body shall retain all data submitted to or stored on the Capacity Market Register (but not the Capacity Market Register itself) for a period of:

(a) 5 years from the date on which it is received by the Delivery Body, in the case of data referred to in Rule 7.4.1 to Rule 7.4.4; and

(b) 5 years from the date of the expiry or earlier termination of the Capacity Agreement, in the case of data referred to in Rule 7.4.5.

7.2A Establishment, form and maintenance of the Capacity Market Metering Register

7.2A.1 The CM Settlement Body must establish and maintain a Capacity Market Metering Register in accordance with the Rules.

7.2A.2 The Capacity Market Metering Register may be in electronic form.

7.2A.3 The Capacity Market Metering Register must be established by the end of the 2024 Prequalification Assessment Window.

7.2A.4 The Delivery Body and the CM Settlement Body will make arrangements for such data transmission facilities as are necessary to give the Delivery Body secure access to the Capacity Market Metering Register.

7.2A.5 The CM Settlement Body shall retain all data submitted to or stored on the Capacity Market Metering Register for a period of:

(a) 5 years from the date on which the content was received by the CM Settlement Body, in the case of data referred to in Rule 7.4A; and

(b) 5 years from the date of the expiry or earlier termination of the Capacity Agreement, in the case of data referred to in Rule 7.4A.

7.2B **Capacity Market Emissions Chapter**

7.2B.1 The Delivery Body must establish and maintain a Capacity Market Emissions Chapter as a division of the Capacity Market Register which must be kept and made available separately from any other information required to be entered in the Capacity Market Register under Regulation 31 and Rules 7.4.1, 7.4.2, 7.4.3, 7.4.4, 7.4.5, 7.5.1 and 7.5.3.

7.2B.2 The information required to be entered in the Capacity Market Emissions Chapter must be so kept and displayed that it is always possible to identify the Capacity Committed CMU referred to in entries on the Capacity Market Register made under Rule 7.4 to which each entry on the Capacity Market Emissions Chapter refers.

7.3 Effect of registration determinative

For the purpose of the Regulations and the Rules, and subject to Rule 4.4.3B and Rule 7.5:

(a) the Prequalification status and De-rated Capacity of a CMU; and

(b) the existence and terms of the Capacity Agreement relating to a Capacity Committed CMU and related right to a Capacity Payment,

is confirmed at the point at which the particulars of the Prequalification Decision or Capacity Agreement (as relevant) are entered in the Capacity Market Register by the Delivery Body.

7.4 Contents of the Capacity Market Register

With respect to each Capacity Auction, the Delivery Body must ensure that the following entries are made on the Capacity Market Register:

7.4.1 On the day on which the Secretary of State is given the notification required by Regulation 23(1):

(a) in relation to each Mandatory CMU and any CMU that is the subject of an Application:

(i) the name of the Applicant;

(ia) an email address and telephone number that can be used by a person wishing to discuss secondary trading in relation to the CMU;

(ib) where the Applicant is a member of a Group, the name of the direct Holding Company for the Applicant;

(ic) a description of the CMU including (where applicable) each Generating Unit comprising such CMU and in the case of a Generating CMU, the Primary Fuel Type, Generating Technology Class, Connection Capacity and De-rated Capacity for the CMU and the Primary Fuel, Generating Technology Class, Connection Capacity and De-rated Capacity for each Generating Unit comprising such CMU;

(id) a description of the CMU including (where applicable) each DSR CMU Component comprising such CMU and in the case of a Proven DSR CMU, whether it includes a Permitted On-Site Generating Unit and if so

the Primary Fuel and generating capacity (in MW) of the Permitted On-Site Generating Unit;

(ii) a description of the CMU including (where applicable) each Generating Unit or DSR CMU Component comprising such CMU and in the case of a Generating CMU, the Primary Fuel Type and Generating Technology Class for the CMU;

(iii) the full postal address with postcode, if available, and the two letter prefix and six-figure Ordnance Survey grid reference numbers of the CMU;

(iv) omitted;

(v) the Connection Capacity or DSR Capacity (as applicable) of the CMU; and

(vi) omitted

(vii) omitted.

(b) in relation to any Mandatory CMU that has submitted an Opt-out Notification, the basis of the Opt-out pursuant to Rule 3.11.2(f);

(c) in relation to any CMU that is the subject of an Application, the Prequalification Decision for that CMU;

(d) in relation to any Prequalified CMU:

(i) whether the CMU is a Transmission CMU, a CMRS Distribution CMU, a Non-CMRS Distribution CMU, an Interconnector CMU or a DSR CMU;

(ii) where the CMU is a Generating CMU or an Interconnector CMU, whether the CMU comprises an Existing CMU, a New Build CMU or a Refurbishing CMU;

(iii) whether the CMU has Prequalified to participate in the Capacity Auction or to participate as a Secondary Trading Entrant;

(iv) where the CMU is a DSR CMU, whether it is a Proven DSR CMU or an Unproven DSR CMU;

(v) where the CMU is a Proven DSR CMU, the Proven DSR Capacity of the CMU;

(vi) where the CMU is a Refurbishing CMU, whether the Pre- Refurbishment CMU has also Prequalified as an Existing CMU;

(vii) whether Prequalification is conditional on the provision of Applicant Credit Cover in accordance with Rule 4.6 and, if so, whether Applicant Credit Cover is required because the CMU is:

(aa) a New Build CMU which has not yet satisfied its Financial Commitment Milestone;

(bb) an Unproven DSR CMU;

(cc) a New Build CMU that is a Distribution CMU which will be directly connected to a Distribution Network and in respect of which the Applicant has made a declaration or provided a letter under Rule 3.7.3(c);

(dd) omitted;

(ee) omitted;

(ff) omitted.

(viii) omitted;

(ix) the De-rated Capacity of the CMU and, in the case of a Generating CMU, the De-rated Capacity of each Generating Unit comprising such CMU;

(x) the status of the Applicant as Price-Maker or Price-Taker with respect to the CMU;

(xi) omitted;

(xii) whether the CMU is, or includes, a Storage Facility;

(xiii) the Maximum Obligation Period of the Capacity Agreement that the Applicant may bid for in the Capacity Auction for that CMU;

(xiv) whether Prequalification is conditional upon the Applicant satisfying the planning consents required in Rule 4.7;

(xv) omitted;

(xvi) whether the Prequalification of the CMU is conditional upon the Applicant complying with Rule 3.4.10(b).

(xvii) the amount of credit cover required for the CMU; and

(xviii) whether the CMU has met its Financial Commitment Milestone,

provided that the information set out in (iv) to (vii) is not required in relation to a Secondary Trading Entrant.

7.4.2 By no later than 5 Working Days prior to the commencement of the first Bidding Window for a Capacity Auction, whether or not the Applicant with respect to a Prequalified CMU has submitted (or is deemed to have submitted) a notice to the Delivery Body pursuant to Rule 5.5.14 such that the Prequalified CMU is a Bidding CMU and, if so:

(a) the duration of Capacity Agreement specified for such Bidding CMU at the Price Cap; and

(b) if such Bidding CMU is a Refurbishing CMU, whether or not the Bidder wishes to participate in the Capacity Auction with the associated Pre- Refurbishment CMU.

7.4.3 By no later than 8 Working Days after the Auction Results Day, in relation to each Bidding CMU, whether or not that CMU has been awarded a Capacity Agreement.

7.4.4 By no later than 14 Working Days after the Auction Results Day, a record of any Exit Bid made with respect to a CMU not awarded a Capacity Agreement in the Capacity Auction.

7.4.5 By no later than 5 Working Days after the date of issue of a Capacity Agreement Notice for a Capacity Committed CMU:

(a) the unique identification number given to the Capacity Agreement Notice by the Delivery Body;

(b) the name of the Capacity Provider (the "Registered Holder"), being the name of the person to whom the Delivery Body awarded the Capacity Agreement, or, where there has been a subsequent transfer of all or part of that Capacity Agreement, the name of the Transferee;

(c) omitted;

(d) the date of issue of the Capacity Agreement Notice;

(e) the term of the Capacity Agreement and the Delivery Year(s) for which it is issued;

(f) the Auction Acquired Capacity Obligation;

(g) the Clearing Price;

(h) the Base Period for the Capacity Auction to which the Capacity Agreement relates;

(i) omitted;

(j) in relation to each Capacity Committed CMU which is a Prospective CMU:

(i) whether the Capacity Provider is subject to a requirement to meet a Financial Commitment Milestone in accordance with Rule 6.6 and, if so, the date by which the Financial Commitment Milestone must be met;

(ii) whether the Capacity Provider is subject to a requirement to provide a copy of its connection agreement to the Delivery Body in accordance with Rule 8.3.1(a) and, if so, the date by which it must be provided;

(iii) whether the Capacity Provider is subject to a Minimum Completion Requirement and, if so, the Long Stop Date in respect of that Minimum Completion Requirement; and

(iv) whether the Capacity Provider is subject to a requirement to meet the Substantial Completion Milestone in accordance with Rule 6.7 and, if so, the earliest and latest dates on which the Substantial Completion Milestone is expected to be met (as provided by Capacity Providers under Rule 12.2.1(a);

(k) omitted;

(ka) omitted;

(l) omitted;

(la) omitted;

(m) for each value of x from x = 1 to x = 5, the TFx rate that will apply in the event that any Termination Fee or Non-completion Fee becomes payable;

(n) omitted;

(o) the annual penalty cap and monthly penalty cap applicable in accordance with the Regulations in force at the date of issue of the Capacity Agreement, expressed respectively as percentages of the annual capacity payment and the monthly capacity payments payable under the Capacity Agreement;

(p) where applicable, the full legal name of any person who has submitted particulars to the Delivery Body of a Security Interest it may have over the rights of a Capacity Committed CMU under a Capacity Agreement, and of the nature of that Security Interest.

7.4A Contents of the Capacity Market Metering Register

7.4A.1 With respect to each Capacity Auction, the CM Settlement Body must ensure that the following entries are made on the Capacity Market Metering Register from Prequalification Results Day:

(a) Reference data, which, where applicable, refers to data items as defined in Rule 7.4 and 7.5 required to distinguish the relevant metering data

(b) Metering data:

(i) the Meter Point Administration Numbers for the relevant Meters relating to the CMU;

(ii) whether the Capacity Provider is subject to a requirement to complete a Metering Assessment and, if so, the date by which it must be completed

(iii) where applicable, the date on which a Valid Metering Test Certificate was awarded to a CMU within 5 days of completion

(iv) the responses submitted in the Metering Assessment within 5 days of completion

(v) confirmation based on the results of the Metering Assessment on whether a Metering Test is required within 5 days of completion

(vi) BM Unit ID and other identification codes for the relevant Meters

(vii) to record any changes to the Meter Point Administration Numbers, BM Unit IDs and other identification codes for the relevant Meters relating to the CMU within five Working Days following approval

(vii) status of a DSR Component in accordance with Rule 8.3.4.

7.4B Contents of the Capacity Market Emissions Chapter

7.4B.1 On each Chapter Entry Day, the Delivery Body must ensure that the following entries are made or maintained on the Capacity Market Emissions Chapter, as taken from, or derived from information contained in, the Fossil Fuel Emissions Declaration most recently provided (or reused under Rule 3.6.5ZA or Rule 3.9.5ZA) to the Delivery Body in respect of a CMU awarded or holding a Capacity Agreement:

(a) for each Fossil Fuel Component with an Installed Capacity equal to or greater than 1MW comprised in a relevant CMU:

(aa) the Fossil Fuel Emissions (in gCO2/kWhe);

(bb) any Fossil Fuel Yearly Emissions (in kgCO2/kWe); and

(cc) the Generating Unit Fuel Type/s,

set out in Part 3 of the Fossil Fuel Emissions Declaration relating to the relevant CMU;

(b) the weighted average intensity of the Fossil Fuel Emissions of the Fossil Fuel Components which are specified in the Fossil Fuel Emissions Declaration relating to the relevant CMU, calculated by the Delivery Body in accordance with the weighted average emissions intensity formula specified in Rule 7.4B.2;

(c) the formula in Part 4 of the Fossil Fuel Emissions Declaration relating to the relevant CMU that has been used to determine the Fossil Fuel Emissions in respect of each Fossil Fuel Component comprised in the relevant CMU; and

(d) whether the Independent Emissions Verifier that has completed Part 9 of the Fossil Fuel Emissions Declaration relating to the relevant CMU has retained sub-paragraph (a) (an "unqualified confirmation") or sub-paragraph (b) of paragraph 1 of Part 9 (a "qualified confirmation").

(e) any changes to the information specified in paragraph (a) that have been notified to the Delivery Body in respect of a relevant CMU in the form of a Fossil Fuel Emissions Declaration since the making of:

(i) the first such entry under paragraph (a); or

(ii) the most recent previous entry made under this paragraph (e),

provided that all entries in the Capacity Market Emissions Chapter made in respect of any relevant CMU under this paragraph (e) must be made on the same date and that date must be the Chapter Entry Day after the Chapter Entry Day on which the previous such entries made under this paragraph (e) were made.

7.4B.2 In Rule 7.4B.1:

(a) A “Chapter Entry Day” is a separate day in each period of three months that begins on 1 July, 1 October, 1 January and 1 April.

(b) A "relevant CMU" means a Capacity Committed CMU in respect of which the Applicant or Capacity Provider provides to the Delivery Body a Fossil Fuel Emissions Declaration in which Part 3 has been completed.

(c) The "weighted average emissions intensity formula" is as follows:

$$EI_{CMU} = \left(\sum_{i=1}^{n} EI_i * C_i\right) \Big/ C_{CMU}$$

Where:

EI_{CMU} is the weighted average intensity of the Fossil Fuel Emissions of the Fossil Fuel Components comprised in a relevant CMU

i is each Fossil Fuel Component comprised in the CMU;

n is the number of such Fossil Fuel Components;

EI_i are the Fossil Fuel Emissions of component i;

C_i is the Connection Capacity of component i;

C_{CMU} is the Connection Capacity of the CMU.

7.5 Delivery Body amendments to the Capacity Market Register

7.5.1 The Delivery Body must update the Capacity Market Register:

(a) to record any change to the Maximum Obligation Period for a CMU, within five Working Days of receiving notice from the Secretary of State pursuant to Rule 2.2.4 of any adjustment to the Fifteen Year Minimum £/kW Threshold, the Nine Year Minimum £/kW Threshold or the Three Year Minimum £/kW Threshold;

(aa) to record a change made to the Maximum Obligation Period for a CMU where Rule 5.16.2 applies;

(b) to reflect an Applicant's Price-Maker status, within two Working Days of receiving a receipt for the Price-Maker Memorandum and a Price-Maker Certificate pursuant to Rule 4.8.1;

(c) as soon as reasonably practicable, following the re-issuing of a Capacity Agreement Notice under Rule 6.3.5 or the issuing of a Capacity Agreement Notice under Rule 6.3.9;

(d) to record any reduction under Rule 6.7.4(b) in the Capacity Obligation for which a Capacity Agreement takes effect, within 5 Working Days of the Delivery Body receiving notification under Rule 6.7.5;

(e) to record any increase in the Operational capacity of a CMU under Rule 6.7.6 or Rule 6.7.6A, or any extension under Rule 6.7.7, within five Working Days of being notified of such increase or extension;

(f) to record a change in the duration of a Capacity Agreement and in De- rated Capacity in accordance with Rule 6.8.4, within five Working Days of the Delivery Body providing the notification in Rule 6.8.1;

(g) to record any reduction under Rule 6.8.5 in the Capacity Obligation for which a Capacity Agreement takes effect, within five Working Days after the Long Stop Date;

(h) to record termination of a Capacity Agreement in accordance with Rule 6.10.4(c), prior to the Prequalification Results Day for the T-1 Auction in respect of the relevant Delivery Year;

(ha) to record the CCS CFD Related Termination Date on which a Capacity Agreement has terminated.

(i) where a Capacity Agreement is terminated prior to expiry, to record such termination, not later than five Working Days after the Delivery Body receives notice of the termination;

(j) to record the issue of a DSR Test Certificate together with the Proven DSR Capacity evidenced by the DSR Test Certificate and the baseline methodology used to carry out the DSR Test or Joint DSR Test, within five Working Days of receipt of the DSR Test Certificate;

(k) omitted;

(la) omitted;

(l) omitted;

(m) to record the reduced Capacity Obligation of a Capacity Committed CMU under Rule 8.3.2(c), within five Working Days of the DSR Test Certificate being provided;

(n) in the circumstances described in Rule 8.3.6(b), within five Working Days of receipt of the certificate from an Independent Technical Expert described in Rule 8.3.6(a);

(na) within 5 Working Days of any reduction in the duration of a Capacity Agreement in accordance with Rule 8.3.6D(f);

(o) with the value of β as described in Rule 8.5.2 for each CMU for each Settlement Period which is a System Stress Event, within the earlier of:

(i) six Working Days after the end of month in which the System Stress Event occurred; or

(ii) five Working Days after it receives the relevant data from the CM Settlement Body, following a System Stress Event;

(p) where the Delivery Body has received valid requests from both the Registered Holder ("the Transferor") and the Transferee in accordance with Rule 9.3, to amend the particulars of the Capacity Agreement recorded in the Capacity Market Register, within five Working Days, to show:

(i) the Transferee as the new Registered Holder of the Capacity Agreement or the transferred part of the Capacity Obligation thereof;

(ii) the CMU which has become subject to a Capacity Obligation as a result of the transfer;

(iii) in the case of a transfer under Rule 9.2.4(a), the Physically Traded Capacity Obligation (within the meaning given in Rule 8.5.3) of each CMU for the period of the transfer;

(iv) in the case of a transfer under Rule 9.2.4(a) for a period less than the remaining duration of the Capacity Agreement:

(aa) the period for which the Transferee is the new Registered Holder of the Capacity Agreement, or (as the case may be) the transferred part of the Capacity Obligation; and

(bb) the period for which the Transferor remains the Registered Holder of the Capacity Agreement or (as the case may be) the transferred part of the Capacity Obligation;

(q) to record any suspension or repayment of Capacity Payments with regard to a Capacity Committed CMU pursuant to Rule 13.4.1, not later than five Working Days after 1 May in that Delivery Year;

(r) in respect of a New Build CMU or a DSR CMU, where a Capacity Provider notifies the Delivery Body that the location of a Generating Unit(s) and/or DSR CMU Component(s), or of an Interconnector CMU, is or will be different from the location described in the Application, within ten Working Days of receiving such notification;

(ra) to record any change in the Primary Fuel Type for a Generating CMU and the Primary Fuel for each Generating Unit comprising such CMU notified to the Delivery Body in accordance with Rule 8.3.4A;

(s) within five Working Days of receiving from a Capacity Provider an Agent Nomination Form;

(t) where the Authority notifies the Delivery Body that it has made an enforcement decision against a person and that as a consequence an entry on the Capacity Market Register should be corrected, within five Working Days of receiving such notification;

(ta) within five Working Days following a notification by the Delivery Body under Rule 4.4.3A, Rule 4.4.3AB, Rule 4.4.3AC or Rule 5.15.1(b) that a CMU is no longer Prequalified or a notification by the Delivery Body under Rule 4.4.3AB that a CMU is now Prequalified as an Existing CMU;

(u) where the Delivery Body is required by Regulation 73 to amend the Capacity Market Register to give effect to:

(i) a decision of the Authority or the court on review or appeal under the Rules or the Regulations; or

(ii) a redetermination by the Delivery Body pursuant to a direction by the Authority or the court, within five Working Days of receipt of the decision or instruction amend the Capacity Market Register as required by that decision or instruction;

(v) to record the reduced Capacity Obligation of a Capacity Committed CMU under Rule 13A.8.8, within five Working Days of the DSR Test Certificate being provided;

(w) in a case where the Capacity Provider is the person who was the Applicant for that CMU at Prequalification:

(i) to record any change notified to the Delivery Body in the information recorded on the Capacity Market Register pursuant to Rule 7.4.1(a)(ia) as a result of a change in the legal ownership of the Capacity Provider;

(ii) to record, where applicable, any change notified to the Delivery Body in the name of the direct Holding Company for the Capacity Provider; and

(iii) to record a company becoming the direct Holding Company for the Capacity Provider where that is notified to the Delivery Body,

within five Working Days of receiving such notifications.

(x) omitted;

(xa) to record, on the date that the Delivery Body gives a notice under Rule 4.7A.1, that the CMU is fully Prequalified;

(y) omitted;

(z) to record when a Capacity Committed CMU meets its Financial Commitment Milestone, within five Working Days following approval from the Delivery Body;

(z1) to record any changes to the amount of Credit Cover required for the CMU, within five Working Days of receiving such notification;

(z2) to record any changes to the CMU secondary trading contact details submitted under Rule 3.4.1(c)(ii) within five Working Days of receiving such notification;

(z3) omitted;

(z4) to record any changes to the relevant Delivery Year for the CMU, within five Working Days following approval from the Delivery Body;

(z5) to record any changes to the duration of the Capacity Agreement in accordance with Rule 8.3.6(b) or (c) within five Working Days following approval from the Delivery Body;

(z6) to record any changes to the duration of the Capacity Agreement in accordance with Rule 8.3.6A(d), (e) or (f) within five Working Days following approval from the Delivery Body;

(z7) to record any changes to the Connection Capacity and De-rated Capacity of a CMU and, where applicable, each Generating Unit comprising such CMU, pursuant, but not limited to, to Rule 4.7.3;

(z8) to record any changes to the Primary Fuel or generating capacity of the Permitted On-Site Generating Unit comprising a Proven DSR CMU; and

(z9) to record when a Capacity Committed CMU meets its Substantial Completion Milestone, within five Working Days following approval from the Delivery Body.

(z10) to record a change to the status of a CMU if a CMU has provided an Updating Opt-Out Notification in accordance with Rule 3.11.2C.

7.5.2 Omitted.

7.5.3 The Capacity Market Register must only be amended in relation to the registration of a Security Interest upon receipt of notice from both the Registered Holder and the beneficiary of the Security Interest and such amendments must be made within five Working Days of receipt and must be notified to the Registered Holder and the beneficiary of the Security Interest.

7.5A Settlement Body amendments to the Capacity Market Metering Register

7.5A.1 The Settlement Body must update the Capacity Market Metering Register

(a) to record the responses to, and result of, any Metering Assessment within five Working Days of the Metering Assessment;

(b) to record the issue of a Metering Test Certificate for a CMU within five Working Days of receipt of the Metering Test Certificate;

(c) to record the date on which a Capacity Committed CMU is awarded a Metering Test Certificate, within five Working Days of receipt of the Metering Test Certificate;

(d) to record any changes to the Meter Point Administration Numbers, BM Unit IDs and other identification codes for the relevant Meters relating to the CMU within five Working Days following approval from the Settlement Body.

7.6 Capacity Market Register to be publicly available

7.6.1 Subject to Rule 7.6.3, the contents of the Capacity Market Register must be available for inspection by the public on request at reasonable notice during the Delivery Body's working hours or on-line.

7.6.2 Subject to Rule 7.6.3, at the request of any person the Delivery Body must provide a written statement of any entry on the Capacity Market Register within five Working Days.

7.6.3 Rules 7.6.1 and 7.6.2 do not apply:

(a) to entries on the Capacity Market Register made pursuant to Rules 7.4.1(d)(x) and 7.4.4; or

(b) where a DSR CMU Component is located on premises at which a supply of electricity is taken wholly or partly for a domestic purpose, to entries on the Capacity Market Register made pursuant to Rule 7.4.1(a)(iii), provided that in such a case the first half of the postcode of those premises must be available for inspection; and for these purposes, the "first half" of a postcode means the first two characters of a five-character postcode; the first three characters of a six-character postcode; or the first four characters of a seven-character postcode (representing the area and district elements of a full postcode, or what is commonly referred to as the "outward" postcode).

7.6A Capacity Market Metering Register to be publicly available

7.6A.1 Subject to Rule 7.6A.3 the contents of the Capacity Market Metering Register must be available for inspection by the public on request at reasonable notice during the CM Settlement Body's working hours or online

7.6A.2 Subject to Rule 7.6A.3 at the request of any person the CM Settlement Body must provide a written statement of any entry on the Capacity Market Metering Register within five Working Days.

7.6A.3 Rules 7.6A.1 and 7.6A.2 do not apply where a DSR CMU Component is located on premises at which a supply of electricity is taken wholly or partly for a domestic purpose, to entries on the Capacity Market Metering Register made pursuant to Rule 7.4.1(a)(iii) and Rule 7.4A.1(b)(i).

7.7 Applications for rectification of the Capacity Market Register and Appeals

7.7.1 Where any person considers that an entry maintained in respect of it or any Capacity Committed CMU for which they are the Capacity Provider under this Chapter 7 as it pertains to the Capacity Market Register is factually inaccurate, they may request to the Delivery Body that the entry be amended or deleted.

7.7.1A Where any person considers that an entry maintained in respect of it or any Prequalified CMU for which they are the Applicant under this Chapter 7 is factually inaccurate, during the period beginning fifteen working days following the relevant Prequalification Results Day and ending ten working days prior to the first bidding round of the relevant auction only, they may request to the Delivery Body that the entry be amended or deleted.

7.7.2 If the Delivery Body accepts a request received under Rule 7.7.1 or 7.7.1A, the Delivery Body must within five Working Days of receiving the request:

(a) rectify the relevant entry in the Capacity Market Register as set out in the request; and

(b) notify the person who made the request for rectification of the Capacity Market Register that it has been rectified.

7.7.3 If the Delivery Body refuses a request for rectification received under Rule 7.7.1 or 7.7.1A, the Delivery Body must within five Working Days notify the person who made the request that the Delivery Body has refused the request and shall provide reasons for that decision.

7.7.4 A person who receives a notice under Rule 7.7.3 may dispute the decision and request that the Delivery Body reconsider its decisions to refuse the request for rectification of the Capacity Market Register in accordance with Regulation 69.

7.7A Application for rectification of the Capacity Market Metering Register and Appeals

7.7A.1 Where any person consider that an entry maintained in respect of it or any CMU for which they are the Capacity Provider under this Chapter 7 is factually inaccurate, they may request to the CM Settlement Body that the entry be amended or deleted.

Any such request must set out the reasons why the Capacity Provider believes that the entry is factually inaccurate together with such supporting information as may be relevant; and

7.7A.2 If the CM Settlement Body accepts a request received under Rule 7.7A.1 the CM Settlement Body must within five Working Days of receiving the request:

(a) rectify the relevant entry in the Capacity Market Metering Register as set out in the request; and

(b) notify the person who made the request for rectification of the Capacity Market Meter Register that it has been rectified.

7.7A.3 If the CM Settlement Body refuses a request for rectification received under Rule 7.7A.1, the CM Settlement Body must within five Working Days notify the person who made the request that the CM Settlement Body has refused the request and shall provide reasons for that decision.

7.7A.4 If the Capacity Provider disagrees with the decision of the CM Settlement Body pursuant to Rule 7.7A.3, they may submit a further request to the CM Settlement Body within 5 Working Days to have them reconsider the decision, stating why they do not agree with the decision.

7.7A.5 If the CM Settlement Body accepts a request received under Rule 7.7A.4, the CM Settlement Body must within five Working Days of receiving the request:

(a) rectify the relevant entry in the Capacity Market Metering Register as set out in the request; and

(b) notify the person who made the request for rectification of the Capacity Market Metering Register that it has been rectified.

7.7A.6 If the CM Settlement Body refuses a request for rectification received under Rule 7.7A.4, the CM Settlement Body must within five Working Days notify the person who made the request that the CM Settlement Body has refused the request and shall provide reasons for that decision.

7.7A.7 If the Capacity Provider does not accept a decision of the CM Settlement Body pursuant to Rule 7.7A.6, they may submit the dispute to an expert for determination in accordance with the Expert Determination Procedure and, following the determination by the expert in accordance with the Expert Determination Procedure, within 5 working days the CM Settlement Body will either

(a) rectify the Capacity Market Metering Register and notify the person who made the request for rectification of the Capacity Market Metering Register that it has been rectified; or

(b) refuse the request for rectification

7.8 Replacement Capacity Agreement Notice

7.8.1 Following any new or amended entry on the Capacity Market Register which affects information contained in a Capacity Agreement Notice for a Capacity Committed CMU pursuant to this Chapter 7, the Delivery Body must issue a Capacity Agreement Notice to the relevant Capacity Provider recording the new or amended details of the Capacity Agreement for that Capacity Committed CMU.

7.8.2 Rules 6.3.3 to 6.3.7 apply in relation to a replacement Capacity Agreement Notice issued to a Capacity Provider under Rule 7.8.1, provided that the Capacity Provider may only comment in writing to the Delivery Body under Rule 6.3.3 on the factual accuracy of details in the replacement Capacity Agreement Notice which are new or amended.

CHAPTER 8: OBLIGATIONS OF CAPACITY PROVIDERS AND SYSTEM STRESS EVENTS

8 Obligations of Capacity Providers

8.1 Purpose of this Chapter

8.1.1 The Rules describe the specific obligations to be met by a Capacity Provider, including where a System Stress Event occurs, and the procedures for determining when a System Stress Event has occurred and for issuing a Capacity Market Notice.

8.2 General obligation to maintain eligibility

8.2.1 Except where Rule 8.2.2 applies, a Capacity Provider must promptly notify the Delivery Body if:

(a) the relevant CMU ceases to meet the General Eligibility Criteria; or

(b) the Capacity Provider reasonably expects the CMU to fail to meet the General Eligibility Criteria at any time prior to the expiry of the Capacity Agreement.

8.2.2 Notification under Rule 8.2.1: CCS CFDs

(a) Rule 8.2.1 does not apply if a Capacity Provider in respect of a multi-year Capacity Obligation complies with paragraph (b).

(b) A Capacity Provider must notify the Delivery Body if a CMU ceases to meet the third condition of the General Eligibility Criteria described in Regulation 15(5) due to the Capacity Provider in respect of the CMU proposing to enter or entering into a CCS CFD.

8.3 Specific obligations and consequences

8.3.1 Connection Arrangements

(a) Where the Capacity Provider has made a declaration or provided a letter in its Application in accordance with Rule 3.7.3(c):

(i) the Capacity Provider must provide a copy of its connection offer (with evidence of acceptance), or a letter from the owner of the Private Network, to which the CMU will be connected, that confirms that the owner of that Private Network will have an agreement with the relevant Distribution Network Operator for the connection of the Private Network to, and use of, a Distribution Network, to the Delivery Body by no later than the date falling eighteen months prior to the commencement of the first Delivery Year; and

(ii) if it does not comply with Rule 8.3.1(a)(i) then Rule 6.10.1(e) applies.

(b) Where the Capacity Provider has made a declaration in its Application in accordance with Rule 3.6.3(b):

(i) the Capacity Provider must, by no later than the date falling eighteen months prior to the commencement of the relevant first Delivery Year, provide to the Delivery Body a copy of its Grid Connection Agreement evidencing that it has secured Transmission Entry Capacity for all relevant Delivery Years for the Generating Units comprised in the CMU at least

equal to the De-rated Capacity of that CMU and any other CMUs to which the Grid Connection Agreement applies; and

(ii) if it does not comply with Rule 8.3.1(b) then Rule 6.10.1(f) applies.

(c) omitted;

(d) omitted.

8.3.2 DSR Tests

If an Unproven DSR CMU is awarded a Capacity Agreement:

(a) the Capacity Provider must provide a DSR Test Certificate evidencing a Proven DSR Capacity greater than 1MW by no later than one month prior to the start of the first Delivery Year (or in the case of a CMU awarded a Capacity Agreement of a duration exceeding one Delivery Year, prior to the date falling one month before the commencement of the second Delivery Year of the Capacity Agreement);

(b) if the Capacity Provider does not comply with Rule 8.3.2(a), then Rule 6.10.1(i) applies; and

(c) if the Capacity Provider provides a DSR Test Certificate which evidences a Proven DSR Capacity in an amount less than its Unproven DSR Capacity and greater than 1MW:

(i) the Capacity Obligation; and

(ii) all payments (whether Capacity Payments or penalties),

with respect to that CMU will be reduced by the proportion which the Proven DSR Capacity bears to the Unproven DSR Capacity, or, if applicable, in the case of a Joint DSR Test, the proportion which the aggregate Proven DSR Capacity bears to the aggregate Unproven DSR Capacity, in accordance with the calculation under Rule 13.2B.13.

(d) in the case of a Joint DSR Test, where the Proven DSR Capacity of one or more DSR CMU is less than 1MW, Rule 6.10.1(d) applies.

8.3.2A Changes to DSR CMU Components- Validity of DSR Test

Where a Capacity Provider has added and/or removed components from a DSR CMU pursuant to Rule 8.3.4, Rule 8.3.4(n) applies and the new DSR Test Certificate required under Rule 8.3.4(n)(iii) must be obtained subsequent to the final component addition or removal.

8.3.3 Metering

(a) If an Existing Generating CMU, Existing Interconnector CMU, or a Proven DSR CMU is awarded a Capacity Agreement then, the Capacity Provider must provide to the CM Settlement Body a completed Metering Assessment with respect to that CMU by:

(i) no later than the date falling three years prior to the commencement of the Delivery Year in the case of an Existing CMU or a Proven DSR CMU that has been awarded a Capacity Agreement in a T-4 Auction;

(ii) no later than the date falling six months prior to the commencement of the Delivery Year in the case of an Existing CMU or a Proven DSR CMU that

has been awarded a Capacity Agreement in any auction other than a T-4 Auction; or

(iii) no later than the date falling four months after the auction in the case of the time period between the Delivery Year and the auction is less than eight months.

(b) If an Unproven DSR CMU is awarded a Capacity Agreement then the Capacity Provider must complete a Metering Assessment with respect to that CMU prior to the date falling four months before the commencement of the Delivery Year to which the Capacity Auction relates (or, in the case of an Applicant intending to bid for a Capacity Agreement of a duration exceeding one Delivery Year, prior to the date falling four months before the commencement of the second Delivery Year to which the Capacity Auction relates).

(ba) If a Prospective CMU is awarded a Capacity Agreement then the Capacity Provider must, as soon as reasonably practicable after the CMU becomes Operational, and in any event not later than the Long Stop Date:

(i) omitted;

(ii) complete a Metering Assessment in relation to the CMU.

(c) Following the completion of a Metering Assessment pursuant to Rule 8.3.3(a), (b) or (ba), or 8.3.4(h)(i)(bb) (and following the completion of amendments made to a Metering Assessment, pursuant to Rule 8.3.3(h) where applicable) the CM Settlement Body must notify the relevant Capacity Provider and the Delivery Body whether or not, based on such Metering Assessment, the metering arrangements for such CMU will be subject to a Metering Test:

(d) If:

(i) a Prospective CMU or an Unproven DSR CMU has been awarded a Capacity Agreement and the CM Settlement Body notifies the relevant Capacity Provider, pursuant to Rule 8.3.3(c), that such CMU is subject to a Metering Test; or

(ii) an Existing CMU or a Proven DSR CMU has been awarded a Capacity Agreement and the CM Settlement Body notifies the relevant Capacity Provider, pursuant to Rule 8.3.3(c), that such CMU is subject to a Metering Test,

the Capacity Provider must obtain a Metering Test Certificate with respect to that CMU from the CM Settlement Body by no later than the relevant date specified in Rule 8.3.3(e).

(da) The CM Settlement Body must notify the Delivery Body within five working days from the date that a Metering Test Certificate has been issued to the Capacity Provider, including confirmation of the date that the Metering Test Certificate was awarded

(e) The date by which a Capacity Provider must be awarded a Metering Test Certificate where required to do so under Rule 8.3.3(d) is:

(i) in the case of an Unproven DSR CMU:

(aa) in respect of a Capacity Agreement awarded in a T-4 Auction, 20 Working Days before the relevant deadline for a DSR Test in Rule

13.2.2(b) or (d) (or in respect of a Joint DSR Test, the relevant deadline in Rule 13.2B.2(b) or (d));

(bb) In respect of a Capacity Agreement awarded in a T-1 Auction, 10 Working Days before the deadline for a DSR Test in Rule 13.2.2(b) (or in respect of a Joint DSR Test, the deadline in Rule 13.2B.2(b));

(ii) in the case of an Existing CMU or a Proven DSR CMU that has been awarded a Capacity Agreement in a T-4 Auction, the date falling 18 months prior to the start of the first Delivery Year;

(iii) in the case of an Existing CMU or a Proven DSR CMU that has been awarded a Capacity Agreement in a T-1 Auction or where the time period between the Delivery Year and the auction is less than eight months, the date falling two weeks prior to the start of the first Delivery Year;

(iv) in the case of a Prospective CMU, as soon as reasonably practicable after the date on which the Capacity Provider receives notification under Rule 8.3.3 (d)(i), and in any event not later than the Long Stop Date; and

(v) In the case of a Proven DSR CMU that is adding components within a Delivery Year pursuant to Rule 8.3.4, within the period specified in accordance with Rule 8.3.4(h).

(ea) In relation to any CMU for which a Capacity Provider has received a Capacity Agreement the Capacity Provider must, for each Generating Unit or DSR CMU Component comprised in a CMU, or the Electricity Interconnector comprised in an Interconnector CMU, confirm to the CM Settlement Body that:

(i) it complies with the Metering Configuration Solution requirements set out in the applicable Governing Documents; and

(ii) if applicable, the metering arrangements have not changed since the Metering Test was carried out by the CM Settlement Body.

(f) A Capacity Provider or CMVR Registered Participant must:

(i) Provide to the CM Settlement Body as soon as reasonably practicable and, in any event, within 10 Working Days ensure the accurate submission of the following information to the CM Settlement Body as applicable;

(aa) All relevant Meters, and Meter Point Administration Numbers, for all the relevant Meter(s),

(bb) BM Unit Identifiers (as defined in the Balancing and Settlement Code), if applicable; and

(cc) in the case of an Interconnector CMU, the relevant interconnector identifier(s) as specified for the purposes of the BSC in file CDCA- I041 of the Central Data Collection Agent (CDCA).

(dd) if any Meter Point Administration Number specified has already been registered to another CMU which is a Capacity Committed CMU in respect of one or more of the same Delivery Years, include a declaration explaining how the two

CMUs relate and how metering will separately identify the output of each of them.

(ii) notify the CM Settlement Body in advance of any proposed change to:

(aa) the metering configuration for any Generating Unit or DSR CMU Component, or any Interconnector CMU;

(bb) the arrangements specified in the information provided pursuant to Rule 3.4.3; or

(cc) the arrangements specified in the information provided pursuant to Rule 8.3.3(ea);

(iii) obtain the prior confirmation of the CM Settlement Body that such proposed changes:

(aa) will meet the standards required at Prequalification; and

(bb) in the case of a DSR CMU or a DSR CMU Component, will not affect its ability to determine the Baseline Demand with accuracy on a Settlement Period basis;

(iv) in the case of a proposed change pursuant to paragraph (ii)(aa) above, obtain a Metering Test Certificate for the DSR CMU with the new metering configuration after the change has taken effect;

(v) if notified by a third party that the Metering Equipment is faulty and/or the Meter is recording inaccurate data, notify the CM Settlement Body within two Working Days of being notified by the third party and within five Working Days either:

(aa) correct the fault; or

(bb) submit a rectification plan to the CM Settlement Body setting out how and when the fault will be corrected;

(vi) ensure that all replacement Metering Equipment is installed and tested in accordance with the relevant Governing Documents;

(vii) ensure that all replacement Metering Equipment complies with the change procedures set out in the relevant Governing Documents and in the event the Delivery Body no longer operates a Relevant Balancing Service, the Capacity Provider or CMVR Registered Participant must amend the metering configuration to one of the other Metering Configuration Solutions; and

(viii) ensure the Metering Configuration Solution for each Generating Unit or DSR CMU Component, or for the Interconnector CMU, complies with any changes to the process for submitting meter data as requested by the CM Settlement Body.

(g) In respect of a CMU that is a subset of a BM Unit, the Capacity Provider must:

(i) divide the BM Unit into further BM Units that represent the output of the CMU; or

(ii) when confirming the Metering Configuration Solution under Rule 8.3.3(ea)(i) select the Bespoke Metering Configuration Solution to identify the output of the CMU.

For the purposes of the definition of the Bespoke Metering Configuration Solution, Schedule 7 has effect.

(h) A Capacity Provider may amend a Metering Assessment completed in compliance with Rules 8.3.3(a), 8.3.3(b), or 8.3.3(ba) provided that:

(i) in the case of an Existing Generating CMU, Existing Interconnector CMU, or a Proven DSR CMU awarded a Capacity Agreement in a T-4 Auction, any amendments are made by the earlier of:

(aa) the earliest date the Capacity Provider provides any Metering Test Certificate; and

(bb) the date falling 18 months prior to the start of the first Delivery Year;

(ii) in the case of an Existing Generating CMU, Existing Interconnector CMU, or a Proven DSR CMU awarded a Capacity Agreement in a T-1 Auction or where the time period between the Auction Results Day and the start of the Delivery Year is less than eight months, any amendments are made by the earlier of:

(aa) the earliest date the Capacity Provider provides any Metering Test Certificate; and

(bb) the date falling two weeks prior to the start of the first Delivery Year.

(iii) in the case of an Unproven DSR CMU any amendments are made by the earlier of:

(aa) the earliest date the Capacity Provider provides any Metering Test Certificate; and

(bb) the date falling two weeks prior to the start of the relevant Delivery Year;

(iv) in the case of a Prospective CMU any amendments are made by the earlier of:

(aa) the earliest date the Capacity Provider provides any Metering Test Certificate; and

(bb) as soon as reasonably practicable after the date on which the Capacity Provider receives a notification under Rule 8.3.3 (d)(i), and in any event not later than the Long Stop Date;

(i) In the case of a CMU Transferee to which a Capacity Obligation transfer is to be registered prior to the Delivery Year, the Transferee must evidence that an Approved Metering Solution is in place 5 Working Days prior to the start of the Delivery Year.

(j) Where a Metering Assessment is amended, the CM Settlement Body must notify the Delivery Body as soon as reasonably practicable whether based on such updated Metering Assessment, the metering arrangements for such CMU will be subject to a Metering Test.

8.3.3A Notifying DSR CMU Components

(a) A Capacity Provider in respect of an Unproven DSR CMU must, by no later than the date specified in Rule 8.3.3A(b) below, give a notice to the Delivery Body specifying:

(i) each DSR CMU Component which forms part of the Unproven DSR CMU, including a description of, and the full postal address with postcode and the two letter prefix and six-figure Ordnance Survey grid reference numbers of, each such DSR CMU Component;

(iza) whether the DSR CMU Component is located on premises at which a supply of electricity is taken wholly or partly for a domestic purpose, and if it is so located, the first half of the postcode, as defined in Rule 7.6.3(b), that is to be available for inspection under that Rule;

(ia) for each DSR CMU which is comprised of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component, whether the Commercial Production Start Date of the Fossil Fuel Component or the Associated Fossil Fuel Component is before or on or after 4 July 2019;

(ii) omitted;

(iii) in the case of a CMU that has been awarded a Capacity Agreement of a duration exceeding one Delivery Year, for each DSR CMU Component comprising the CMU, the Manufacturer Serial Number for the equipment in the component in respect of which the highest Capital Expenditure forming part of the Total Project Spend has been incurred for that component.

(aa) A Capacity Provider in respect of an Unproven DSR CMU must, by no later than the date specified in Rule 8.3.3A(b) below, give a notice to the CM Settlement Body specifying all relevant Meters, and Meter Point Administration Numbers, for those Meters is applicable.

(b) The date referred to in Rule 8.3.3A(a) and 8.3.3A(aa) is the earlier of the dates on which the Capacity Provider:

(i) completes a Metering Assessment under Rule 8.3.3(b); or

(ii) provides the Delivery Body with the information required in order to carry out a DSR Test under Rule 13.2.5, or a Joint DSR Test under Rule 13.2B.5.

(c) omitted.

8.3.4 Changing DSR CMU Components

(a) Subject to Rule 8.3.4(b) and Rule 8.3.4(e), a Capacity Provider must not change the DSR CMU Components of:

(i) a Proven DSR CMU that is a Prequalified CMU or a Capacity Committed CMU; or

(ii) an Unproven DSR CMU in respect of which the Capacity Provider has given a notice under Rule 8.3.3A.

(b) A Capacity Provider may notify the CM Settlement Body that it wishes to remove one or more DSR CMU Component from a DSR CMU that is a Capacity Committed CMU (except if the CMU has been awarded a Capacity Agreement of a duration exceeding one Delivery Year and has not yet met the requirements of Rule 8.3.2 (DSR Test) and Rule 8.3.6 (Evidence of Total Project Spend)).

(c) With effect from the date falling five Working Days after receipt by the CM Settlement Body of a notice pursuant to Rule 8.3.4(b):

(i) the Baseline Demand; and

(ii) the Metered Volume in MWh to three decimal places,

of the DSR CMU Component referred to in the notice, must not be included in any determination of the DSR Volume of the DSR CMU in which the DSR CMU Component was comprised.

(d) A DSR CMU Component that is the subject of a notice pursuant to Rule 8.3.4(b) cannot be reinstated as part of a DSR CMU in the same delivery year.

(e) A Capacity Provider may notify the CM Settlement Body, during the relevant Delivery Year and no later than two months prior to the subsequent Delivery Year, that it wishes to add one or more DSR CMU Component to a DSR CMU that is a Capacity Committed CMU (except if the CMU has been awarded a Capacity Agreement of a duration exceeding one Delivery Year and has not yet met the requirements of Rule 8.3.2 (DSR Test) and Rule 8.3.6 (Evidence of Total Project Spend)).

(f) When the Capacity Provider has notified the CM Settlement Body in accordance with Rule 8.3.4(e), the Capacity Provider must provide the CM Settlement Body with the information for the new component(s), in accordance with Rules 8.3.3A(a)(i) and 8.3.3A(a)(ii).

(g) With effect from the date falling twenty-one Working Days after receipt by the CM Settlement Body of a notice pursuant to Rule 8.3.4(e), and only where the conditions of Rule 8.3.4(h) have been met:

(i) an estimation of Baseline Demand; and

(ii) an estimation of Metered Volume in kWh to one decimal place,

of the DSR CMU Component(s) referred to in the notice, shall be included in any determination of the DSR Volume of the DSR CMU in which the DSR CMU Component(s) is to be comprised. The updated DSR Volume does not impact the Capacity Obligation of the CMU, nor the DSR Capacity of the CMU.

(h) Where Rule 8.3.4(e) applies, within five Working Days of notification to the CM Settlement Body:

(i) a Capacity Provider must, for each DSR CMU Component being added to the relevant DSR CMU:

(aa) omitted;

(bb) complete a Metering Assessment in relation to that CMU; and

(cc) if the DSR CMU Component comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component, provide an Updating Fossil Fuel Emissions Declaration to the Delivery Body in accordance with Rule 8.3.13;

(ii) where a Capacity Provider has been informed a Metering Test is required pursuant to Rule 8.3.3(c)(i) a Capacity Provider must provide a Metering Test Certificate within forty Working Days from the date of notification in accordance with Rule 8.3.3(c)(i),

during which period the relevant DSR CMU will remain a Proven DSR CMU.

(i) A Capacity Provider may make notifications pursuant to Rules 8.3.4(b) and 8.3.4(e) jointly or separately for more than one component, and where applicable one or more CMUs, as part of one notification to the CM Settlement Body.

(j) For each CMU, a notification pursuant to Rule 8.3.4(e) can be made no more than ten times within a Delivery Year, and the number of DSR CMU Components which the Capacity Provider may add must not exceed within one Delivery Year:

(i) where the CMU uses the Balancing Services Metering Configuration Solution or Supplier Settlement Metering Configuration Solution, the greater of:

(aa) 20 per cent of the total number of DSR CMU Components which it holds at the time of the notification under Rule 8.3.4(e); and

(bb) forty DSR CMU Components,

(ii) where the CMU uses the Bespoke Metering Configuration Solution, forty DSR CMU Components.

(k) Following receipt of a notification pursuant to Rule 8.3.4(b) or Rule 8.3.4(e), the CM Settlement Body must update the Capacity Market Metering Register within two Working Days to reflect the status of the relevant DSR CMU Components, as appropriate, as either:

(i) “Notified Addition”; or

(ii) “Notified Removal”.

(l) If a component is rejected during the process, the CM Settlement Body must update the Capacity Market Metering Register within two Working Days to reflect the status of the relevant DSR CMU as:

(i) “Rejected”

(m) Where the requirements of Rule 8.3.4(c) and Rule 8.3.4(g) have been met, the CM Settlement Body must:

(i) update the Capacity Market Register within two Working Days to reflect the status of the relevant DSR CMU Components, as appropriate, as:

(aa) “Added - Live”;

(bb) "Removed"; or

(cc) "Original/Default – Live".

(ii) Update the Delivery Body as soon as reasonably practicable and, in any event, within 5 days on the updated completion details and status for all Added or Removed DSR CMU Components.

(n) Where this rule 8.3.4(n) applies:

(i) the DSR Test Certificate for the relevant DSR CMU remains valid for the duration of the Capacity Agreement in respect of which the CMU carried out the DSR Test

(ii) the DSR Test Certificate is not valid after the end of that Capacity Agreement; and

(iii) the CMU must carry out a new DSR Test in accordance with Rule 13.2 or a new Joint DSR Test in accordance with Rule 13.2B to obtain a new DSR Test Certificate for any subsequent Capacity Agreement no later than one month prior to the start of that Delivery year for that Capacity Agreement.

(o) Omitted.

(p) Omitted.

8.3.4ZA Unproven DSR CMUs – undeclared Storage Facility

The Termination Event specified in Rule 6.10.1(o) will apply to the Capacity Agreement if the Delivery Body identifies that a Storage Facility forms part of a DSR CMU that was awarded a Capacity Agreement of a duration exceeding one Delivery Year and this was not declared under Rule 3.10.1(aa)(iv)(aa) in the Application for the CMU.

8.3.4A Primary Fuel Type

A Capacity Provider must notify the Delivery Body of a change in the Primary Fuel Type for a Generating CMU.

8.3.5 Solvency

If an Administrative Party becomes aware that a Capacity Provider has become Insolvent, it must promptly notify the other Administrative Parties.

8.3.6 Evidence of Total Project Spend

Where a Prospective Generating CMU or an Unproven DSR CMU has been awarded a Capacity Agreement with a duration exceeding one Delivery Year:

(a) the relevant Capacity Provider must provide the Delivery Body, no later than the date described in Rule 8.3.6(zaa), with a certificate from an Independent Technical Expert stating the Total Project Spend incurred, and confirming that it is satisfied, on the basis of evidence reviewed, that the Total Project Spend incurred divided by the De-Rated Capacity of the CMU is:

(i) in the case of a CMU that is a Declared Low Carbon CMU but not a Three Year Zero Capex Threshold CMU, whether the Qualifying £/kW Capital Expenditure is:

(aa) equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(bb) equal to or greater than the Nine Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold;

(cc) equal to or greater than the Three Year Minimum £/kW Threshold and less than the Nine Year Minimum £/kW Threshold;

(dd) equal to or greater than the Three Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold; or

(ee) less than the Three Year Minimum £/kW Threshold;

(ii) in the case of a CMU that is a Declared Low Carbon CMU and a Three Year Zero Capex Threshold CMU, whether the Qualifying £/kW Capital Expenditure is:

(aa) equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(bb) equal to or greater than the Nine Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold; or

(cc) less than the Nine Year Minimum £/kW Threshold and equal to or greater than zero; or

(iii) in the case of any other Generating CMU, whether the Qualifying £/kW Capital Expenditure is:

(aa) equal to or greater than the Fifteen Year Minimum £/kW Threshold;

(bb) equal to or greater than the Three Year Minimum £/kW Threshold and less than the Fifteen Year Minimum £/kW Threshold; or

(cc) less than the Three Year Minimum £/kW Threshold;

(zaa) the date referred to in Rule 8.3.6(a) is:

(i) in respect of a Prospective Generating CMU, the latest applicable date of:

(aa) the date that is three months after the start of the first Delivery Year;

(bb) the date that the Capacity Agreement takes effect in accordance with Rule 6.7.4(a)(ii);

(zcc) the date that the Capacity Agreement takes effect in accordance with Rule 6.7.4(aa); or

(cc) the date that the Capacity Agreement takes effect in accordance with Rule 6.8.5; and

(ii) in respect of an Unproven DSR CMU, the latest applicable date of:

(aa) the date that is three months after the start of the first Delivery Year; or

(bb) the date that the Capacity Agreement takes effect in accordance with Rule 6.7A.1(b);

(aa) if the CMU is a Refurbishing CMU, the relevant Capacity Provider must provide the Delivery Body, no later than three months after the start of the first Delivery Year (or, no later than the date that the Capacity Agreement takes effect in accordance with Rule 6.7.4(a)(ii) or 6.7.4(aa)), with a certificate from an Independent Technical Expert confirming that it is satisfied, on the basis of evidence reviewed, that the Total Project Spend incurred:

(i) was not declared under Rule 3.7.2(c) in respect of any application for prequalification by a CMU which subsequently gained a Capacity Agreement in respect of a Refurbishing CMU, and not the associated Pre-Refurbishment CMU, (of any duration) prior to the current Capacity Agreement;

(ii) was previously so declared but which a certificate required by this Rule 8.3.6 demonstrates was not incurred; or

(iii) was previously so declared but in respect of a Capacity Agreement which has been terminated in accordance with Rule 6.10.2(e);

(ab) if the CMU (“CMU A”) is an Unproven DSR CMU:

(i) the certificate from the Independent Technical Expert as to the Total Project Spend must:

(aa) identify each DSR CMU Component comprising CMU A and, for each component, list the Manufacturer Serial Number for the equipment in the component in respect of which the highest Capital Expenditure forming part of the Total Project Spend has been incurred for that component; and

(bb) in respect of each DSR CMU Component, specify the amount of Capital Expenditure incurred by the Capacity Provider (or another person), but specify an amount of zero in respect of a DSR CMU Component if all of the following circumstances apply (noting this as the reason for specifying an amount of zero):

i) the DSR CMU Component formed part of another CMU (“CMU B”);

ii) CMU B held a Capacity Agreement of a duration exceeding one Delivery Year; and

iii) CMU B incurred Capital Expenditure in respect of the DSR CMU Component, which was certified under Rule 8.3.6 to be part of the Total Project Spend for CMU;

(ii) the relevant Capacity Provider must provide the Delivery Body with:

(aa) a statement of the amount of Capital Expenditure incurred by the Capacity Provider (or another person) in respect of each DSR CMU Component;

(bb) confirmation that the amounts specified in that statement are identical to the amounts specified in the certificate from the Independent Technical Expert under Rule 8.3.6(ab)(i)(bb)); and

(cc) confirm that the Manufacturer Serial Numbers listed in the certificate from the Independent Technical Expert under Rule 8.3.6.(ab)(i)(aa) are identical to the Manufacturer Serial Numbers provided by the Capacity Provider under Rule 8.3.3A(a)(iii); and

(iii) the Termination Event specified in Rule 6.10.1(o) will apply to the Capacity Agreement if the Delivery Body identifies that the circumstances described in Rule 8.3.6(ab)(i)(bb)(i), (ii) and (iii) apply to any DSR CMU Component in respect of which the certificate from the Independent Technical Expert as to the Total Project Spend specified a positive amount of Capital Expenditure;

(b) if the Maximum Obligation Period consistent with the amount of Total Project Spend so certified is shorter than the duration of the Capacity Agreement specified in the Capacity Market Register, the Delivery Body must update the Capacity Market Register so that the duration of the Capacity Agreement is equal to the Maximum Obligation Period for such Total Project Spend; and

(c) omitted;

(d) if the duration of a Capacity Agreement of an Unproven DSR CMU that contains at least one DSR CMU Component which contains a Storage Facility is reduced to one Delivery Year in accordance with Rule 8.3.6(c), the Capacity Provider's Capacity Obligation will continue to be calculated using the De-rating Factor described in Rule 2.3.4(e).

8.3.6A Meeting the Extended Years Criteria

(a) This Rule 8.3.6A applies where a Prospective Generating CMU has been awarded a Capacity Agreement with a duration of more than three Delivery Years.

(b) No later than three months after the start of the first Delivery Year or, if applicable, no later than the date the Capacity Agreement takes effect in accordance with Rule 6.7.4(a)(ii) or Rule 6.8.5, the relevant Capacity Provider must provide to the Delivery Body a certificate from an Independent Technical Expert, confirming that the Independent Technical Expert is satisfied that the CMU meets the Extended Years Criteria.

(c) Omitted.

(d) Omitted.

(e) Omitted.

(f) Omitted[15].

8.3.6B Definition of Extended Years Criteria

"Extended Years Criteria" means the requirements, in respect of a Prospective Generating CMU, that:

(a) for each Generating Unit of the CMU, the Core Generating Plant consists of either:

(i) new Apparatus;

(ii) both new and rebuilt Apparatus, or

(iii) rebuilt and/or previously used Apparatus, provided that the Generating Unit:

(aa) has not been used, or been available for use, for the generation and Export of electricity in Great Britain at any time in the three years preceding the Application; and

(bb) forms part of a CMU which is installed on a site that has not previously been used for that CMU and benefits from a new Grid or Distribution Connection Agreement;

(b) each Generating Unit of the CMU can, with routine maintenance, be expected to remain capable of operation for:

(i) nine years, if the Prospective Generating CMU is a Nine Year Capex Threshold CMU; or

(ii) fifteen years, if the Prospective Generating CMU is not a Nine Year Capex Threshold CMU and has been awarded a Capacity Agreement with a duration of more than three Delivery Years,

beginning, in either case, with the first Delivery Year for which the Capacity Agreement is awarded;

(c) where the CMU is a combustion installation covered by the BREF, the introductory note to a permit issued in respect of that CMU by the Environment Agency, Natural Resources Wales or the Scottish Environment Protection Agency includes the statement prescribed by Rule 8.3.6C(b); and

(d) if paragraph (c) does not apply, and the Core Generating Plant of any Generating Unit of the CMU does not comprise all new Apparatus:

(i) where the CMU is a combustion installation that is not covered by the BREF, the CMU meets the emissions and energy efficiency standards that could be expected of a new plant of the same type, size and energy source installed in Great Britain; or

[15] Rule 8.3.6A does not apply in respect of any Capacity Agreement that has been awarded as a result of a Capacity Auction held before 3 June 2015

(ii) where the CMU is not a combustion installation, the CMU meets the energy efficiency standards that could be expected of a new plant of the same type, size and energy source installed at that location.[16]

8.3.6C Definition of Extended Years Criteria: supplementary for the purposes of Rule 8.3.6B:

(a) "BREF" means the most recent version of the "Best Available Techniques Reference Document for Large Combustion Plants" issued by the European Commission pursuant to the Industrial Emissions Directive 2010 [Directive 2010/75/EU] prior to IP Completion Day, and as implemented by the Environment Agency, Natural Resources Wales, or Scottish Environment Protection Agency (as applicable) after IP Completion Day; and

(b) the statement referred to in Rule 8.3.6B(c) is a statement to the effect that the CMU will comply with those best available techniques levels, in relation to emissions and energy efficiency, that are:

(i) applicable to a new combustion installation of the same type, size and energy source; and

(ii) defined by the version of the BREF that has effect at the time of issue of the permit.[17]

8.3.6D Reduction Notice

(a) Subject to Rule 8.3.14A, If a Capacity Provider:

(i) fails to provide the Delivery Body with a certificate in accordance with Rule 8.3.6(a) by the date described in Rule 8.3.6(zaa) and, if applicable, a certificate in accordance with Rule 8.3.6(aa) by the date described in Rule 8.3.6(aa), or in accordance with Rule 8.3.6A(b) by the date described in that Rule; or

(ii) has provided the Delivery Body with a certificate in accordance with Rule 8.3.6(a) which satisfies any of Rule 8.3.6(a)(i), (ii) or (iii), but fails to provide the Delivery Body with, if applicable a certificate in accordance with Rule 8.3.6(aa), or a certificate in accordance with Rule 8.3.6A(b) by the dates described in those Rules,

the Delivery Body must issue a written notice to the relevant Capacity Provider, the Authority, the CM Settlement Body and the Secretary of State (a "Reduction Notice") stating that the Capacity Provider has failed to meet the requirement specified in the notice and as a result the duration of the Capacity Agreement of the relevant CMU will be reduced with effect from 60 Working Days after the date the Reduction Notice is given.

(b) The Reduction Notice must:

(i) specify the provision of the Rules the Capacity Provider has breached (the "Specified Requirement");

[16] Rule 8.3.6B does not apply in respect of any Capacity Agreement that has been awarded as a result of a Capacity Auction held before 3 June 2015.
[17] Rule 8.3.6C does not apply in respect of any Capacity Agreement that has been awarded as a result of a Capacity Auction held before 3 June 2015.

(ii) state the duration to which the relevant Capacity Agreement will be reduced; and

(iii) inform the Capacity Provider of its rights under Regulation 33A(4) to apply to the Secretary of State to make a direction to the Delivery Body to have:

(aa) the date for compliance with the Specified Requirement extended; or

(bb) the Reduction Notice withdrawn.

(c) The duration referred to in paragraph (b)(ii) is:

(i) if the relevant Capacity Provider has failed to provide the Delivery Body with a certificate in accordance with Rule 8.3.6(a) by the date described in Rule 8.3.6(zaa) and/or, if applicable, a certificate in accordance with Rule 8.3.6(aa) by the date described in Rule 8.3.6(aa), one Delivery Year (irrespective of whether the relevant Capacity Provider has or has not provided the Delivery Body with a certificate in accordance with Rule 8.3.6A(b));

(ii) if the relevant Capacity Provider has failed to provide the Delivery Body with a certificate in accordance with Rule 8.3.6A(b):

(aa) three Delivery Years, where a certificate is provided which satisfies Rule 8.3.6(a)(ii) or (iii); or

(bb) one Delivery Year, where a certificate is provided which satisfies Rule 8.3.6(a)(i), or paragraph (i) applies.

(d) To apply for a direction from the Secretary of State under Regulation 33A(2) a Capacity Provider must make representations in accordance with Regulation 33A(5).

(e) The Delivery Body must immediately extend or withdraw a Reduction Notice (as the case may be) on receipt of a direction of the Secretary of State in accordance with Regulation 33A(2) and, issue a written notice to the Capacity Provider, the Authority and the CM Settlement Body informing it that the Reduction Notice has been extended or withdrawn as the case may be.

(f) At the expiry of the notice period referred to in Rule 8.3.6D(a) or, where applicable, any period to which it is extended under Rule 8.3.6D(b)(iii)(aa) the duration of the Capacity Agreement of the relevant CMU is reduced to the period specified in the Reduction Notice, unless the Reduction Notice has been withdrawn.

(g) Where the duration of a Capacity Agreement is reduced in accordance with Rule 8.3.6D(f), the Delivery Body must:

(i) update the Capacity Market Register to reflect the reduction in the duration of that Capacity Agreement; and

(ii) notify the CM Settlement Body and the Authority of the reduction in the duration of that Capacity Agreement, and the requirement which the Capacity Provider failed to satisfy.

8.3.7 Notifying change of address

(a) A New Build CMU or DSR CMU notifying the Delivery Body pursuant to Rule 7.5.1(r) that the location of a Generating Unit(s) and/or DSR CMU Component(s) is or will be different from the location described in the Application must provide the Delivery Body with the following as applicable:

(i) Relevant Planning Consents as required by Rule 3.7.1;

(ii) Connection Arrangements as required by Rule 3.7.3;

(ii) a report confirming they have met the Financial Commitment Milestone;

(iv) omitted;

(v) omitted;

(vi) confirmation of the new location and new Ordnance Survey grid reference;

(vii) omitted;

(viii) Low Carbon Exclusion and Low Carbon Grant status as set out in Rule 3.4.7;

(ix) omitted.

(b) A Declaration that the Capacity Provider will notify the CM Settlement Body as soon as reasonably practicable and, in any event, within 5 days of Notifying change of address to:

(i) Provide Meter Point Administration Numbers of the relevant Meter(s) at the new location and, where a MPAN is already in use by another CMU, a declaration that explaining the relationship between those CMUs and the metering solutions necessary to identify their individual outputs

(ii) Complete an updated Metering Assessment and provide details of the Metering Configuration Solution and/or new Metering Test Certificate

(iii) Confirm with the CM Settlement Body any change to the Metering Configuration, as set out in Rule 8.3.3

(iv) Where a change of address is notified after the deadlines set in Rule 8.3.3, the Capacity Provider must fulfil updated obligations within 40 working days.

8.3.8 Declarations about other funding sources

(a) Where a Capacity Provider has been required by Rule 6.6.1(b) to make a Funding Declaration ("first Funding Declaration") in respect of a CMU ("the relevant CMU"), the Capacity Provider must provide the Delivery Body with an updated Funding Declaration ("updated Funding Declaration") if:

(i) the total amount of Relevant Expenditure that has been or will be incurred in respect of the relevant CMU differs or will differ from the amount stated in the first Funding Declaration provided pursuant to Rule 6.6.1(b)(i); or

(ii) the total amount of Relevant Expenditure that has been or will be incurred differs or will differ, and the total amount of Relevant Benefit that has been or will be received in respect of the relevant CMU differs or will differ from

the amount stated in the first Funding Declaration provided pursuant to Rule 6.6.1(b)(ii).

(b) The Capacity Provider must provide an additional updated Funding Declaration ("additional updated Funding Declaration") whenever the total amount of Relevant Benefit that has been or will be received in respect of the relevant CMU differs or will differ from the amount declared in the updated Funding Declaration or any additional updated Funding Declaration.

(c) An updated Funding Declaration or additional updated Funding Declaration:

(i) in the case of an updated Funding Declaration required by Rule 8.3.8(a), must be provided to the Delivery Body by no later than three months after the start of the first Delivery Year for the relevant Capacity Agreement;

(ii) in the case of any additional updated Funding Declaration required by Rule 8.3.8(b), must be provided to the Delivery Body as soon as reasonably practicable after the grantor of the Relevant Benefit gives notice to the Capacity Provider that the Capacity Provider will receive a Relevant Benefit ("notice of Relevant Benefit") and in any event by the date which is 10 Working Days after the date the notice of Relevant Benefit is given; and

(iii) must be made by at least two directors of the Capacity Provider.

8.3.8A Determination of Relevant Benefit

Relevant Benefit is the amount of subsidy, or Union Funding that is not Excepted Benefit or Authorised Benefit, and which is:

(a) granted to a Person;

(b) granted in any form;

(c) granted in respect of the CMU; and

(d) Applied in respect of the costs of the CMU (whether to partly or fully meet those costs).

8.3.8B For the purposes of Rule 8.3.8A:

"the CMU" means a Prospective CMU in a non-dispatchable Generating Technology Class;

"the costs of the CMU" means:

(a) Total Project Spend; and

(b) any other costs incurred during the Delivery Period of the Capacity Agreement in respect of the CMU to enable the Capacity Provider to comply with the relevant Capacity Agreement or benefit from the rights accruing under the relevant Capacity Agreement;

"Applied" means to be applied towards (including by way of savings made), to be planned to be applied towards, or to be held;

"Authorised Benefit" means State aid or Union Funding which the State aid authority expressly authorised before IP completion day to be Applied in addition to Capacity Payments in respect of the costs of the CMU;

"Delivery Period" means the Delivery Year or Delivery Years for which a Capacity Obligation would be awarded in respect of a CMU ("CMU i") if a bid in respect of CMU i were accepted at the Capacity Auction for which the Applicant is applying for prequalification;

"Excepted Benefit" means a subsidy (including, if applicable, State aid granted before IP completion Day) granted by way of:

(a) Capacity Payments received or due to be received in respect of the CMU;

(b) a Relevant Investment; or

(c) a "relevant support" as defined in Regulation 16(4);

"Person" includes that person's Agent, Holding Company, a member of that person's Group, a director in the case of a company, or equivalent in the case other than a company.

8.3.9 Any Funding Declaration provided in accordance with Rule 8.3.8 must comply with Rule 6.6.7.

8.3.10 In the case of a transfer under Rule 9.2.4(a), the transferor must provide any updated Funding Declaration as required by Rule 8.3.8.

8.3.11 Fossil Fuel Emissions Declaration: New Build, Refurbishing and Unproven DSR CMUs

(za) This Rule 8.3.11 applies subject to Rule 8.3.13A.

(a) Subject to Rule 8.3.11(c), a Capacity Provider must provide to the Delivery Body a Fossil Fuel Emissions Declaration by the deadline specified in Rule 8.3.11(b) if the CMU is a New Build CMU, Refurbishing CMU or an Unproven DSR CMU and the CMU comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component.

(b) The deadline referred to in Rule 8.3.11(a) is:

(i) in respect of a New Build CMU:

(aa) the start of the first Delivery Year of the relevant Capacity Agreement (or the date the Capacity Agreement takes effect in accordance with Rule 6.7.4(a)(ii) or Rule 6.8.5);

(bb) the date on which a Notice of Intention to Terminate issued by the Delivery Body to the Capacity Provider in respect of the CMU (in accordance with Rule 6.8.2 or Rule 6.8.2F) states that a Termination Notice will be issued in accordance with Rule 6.10.2(a);

(cc) in the case of a CMU in respect of which the Applicant made the declaration under Rule 3.7.4(b) (including where the Applicant also separately made a declaration under Rule

3.7.4(a) and/or (c)), prior to 1 September in the calendar year immediately following a CHPQA Calendar Year; or

(dd) in the case of a CMU in respect of which the Applicant made the declaration under Rule 3.7.4(a) and/or the Applicant made the declaration under Rule 3.7.4(c) (but did not make a declaration under Rule 3.7.4(b)), as soon as reasonably practicable, and in any event no later than 14 months after the start of the first Delivery Year (where the Capacity Agreement takes effect at the start of the Delivery Year) or (if applicable) 14 months after the date the Capacity Agreement takes effect in accordance with Rule 6.7.4(a)(ii) or Rule 6.8.5;

(ii) in respect of a Refurbishing CMU:

(aa) where the CMU is Prequalified as an Existing CMU following a notification under Rule 4.4.3AB(a)(ii), and is awarded a Capacity Agreement in respect of that CMU, two months after the Auction Results Day (other than where paragraphs (dd) or (ee) apply in respect of the Pre-Refurbishment CMU);

(bb) where, following the submission of a notice under Rule 5.5.14, a Capacity Agreement is awarded to the Pre-Refurbishment CMU in relation to the Refurbishing CMU, two months after the Auction Results Day (other than where paragraphs (dd) or (ee) apply in respect of the Pre-Refurbishment CMU);

(cc) the start of the first Delivery Year of the relevant Capacity Agreement (or if applicable, the date the Capacity Agreement takes effect in accordance with Rule 6.7.4(a)(ii));

(dd) in the case of a CMU in respect of which the Applicant made the declaration under Rule 3.8.3(b) (including where the Applicant also separately made a declaration under Rule 3.8.3(a) and/or (c)), prior to 1 September in the calendar year immediately following a CHPQA Calendar Year; or

(ee) in the case of a CMU in respect of which the Applicant made the declaration under Rule 3.8.3(a) and/or the Applicant made the declaration under Rule 3.8.3(c) (but did not make a declaration under Rule 3.8.3(b)), as soon as reasonably practicable, and in any event no later than the date which is 14 months after the start of the first Delivery Year (where the Capacity Agreement takes effect at the start of the Delivery Year) or (if applicable) 14 months after the date the Capacity Agreement takes effect in accordance with Rule 6.7.4(a)(ii);

(iii) in respect of an Unproven DSR CMU:

(aa) other than where paragraphs (bb) or (cc) apply, the date the Capacity Provider provides a DSR Test Certificate under Rule 8.3.2(a) (or if applicable the date the Capacity Agreement takes effect in accordance with Rule 6.7A.1(b));

(bb) in the case of a CMU in respect of which the Applicant made the declaration under Rule 3.10.4(b) (including where the

Applicant also made the declaration under Rule 3.10.4(a) and/or (c)), prior to 1 September in the calendar year immediately following a CHPQA Calendar Year; or

(cc) in the case of a CMU in respect of which the Applicant made the declaration under Rule 3.10.4(a) and/or the Applicant made the declaration under Rule 3.10.4(c) (but did not make the declaration under Rule 3.10.4(b)), as soon as reasonably practicable, and in any event no later than the date which is 14 months after the start of the first Delivery Year (where the Capacity Agreement takes effect at the start of the Delivery Year) or if applicable 14 months after the date the Capacity Agreement takes effect in accordance with Rule 6.7A.1(b)).

(c) A Capacity Provider in respect of a Refurbishing CMU is not required to provide a Fossil Fuel Emissions Declaration under this Rule 8.3.11 if the Capacity Provider confirms to the Delivery Body by the deadline specified in Rule 8.3.11(b) that:

(i) the associated Pre-Refurbishment CMU is the subject of a Capacity Agreement for a previous Delivery Year;

(ii) after the coming into force of the Capacity Market (Amendment) (No. 2) Rules 2020, a Fossil Fuel Emissions Declaration has been provided to the Delivery Body in respect of the Pre-Refurbishment CMU (a "previous Fossil Fuel Emissions Declaration"), and it is not a Fossil Fuel Emissions Declaration specified in Rule 8.3.11(d); and

(iii) The previous Fossil Fuel Emissions Declaration remains accurate because:

(aa) there has been no Emissions Related Material Change to the CMU or a relevant Fossil Fuel Component since the previous Fossil Fuel Emissions Declaration was provided;

(bb) the previous Fossil Fuel Emissions Declaration did not contain values for the Fossil Fuel Yearly Emissions of any relevant Fossil Fuel Component;

(cc) the previous Fossil Fuel Emissions Declaration did not declare that the Fossil Fuel Emissions CCUS Formula was used to determine Fossil Fuel Emissions of any relevant Fossil Fuel Component;

(dd) the previous Fossil Fuel Emissions Declaration did not declare that the Fossil Fuel Emissions Mixed Fuels Formula was used to determine Fossil Fuel Emissions of any relevant Fossil Fuel Component;

(ee) the previous Fossil Fuel Emissions Declaration did not declare that the Fossil Fuel Emissions Composite Formula was used to determine Fossil Fuel Emissions of any relevant Fossil Fuel Component; and

(ff) the previous Fossil Fuel Emissions Declaration did not declare that the Design Efficiency CHPQA Formula was used to determine the Design Efficiency of any relevant Fossil Fuel Component.

(d) A Fossil Fuel Emissions Declaration specified in this Rule 8.3.11(d) is:

(i) a Transitional Fossil Fuel Emissions Declaration; or

(ii) where the first scheduled Delivery Year for the Capacity Agreement commences on 1 October 2024 or any subsequent Delivery Year, a Pre-2024 T-1 Fossil Fuel Emissions Declaration.

8.3.11A Provision of Low Carbon Declaration with Fossil Fuel Emissions Declaration by a Declared Long Stop CMU, a Nine Year Capex Threshold CMU or a Three Year Zero Capex Threshold CMU

Where:

(a) a CMU is a Declared Long Stop CMU, a Nine Year Capex Threshold CMU or a Three Year Zero Capex Threshold CMU;

(b) the Capacity Provider for that CMU is required to provide:

(i) a Fossil Fuel Emissions Declaration under Rule 8.3.11(a), Rule 8.3.12(b), Rule 8.3.12A(b), or Rule 8.3.13(c); or

(ii) a confirmation under Rule 8.3.11(c),

the Capacity Provider must also provide to the Delivery Body, by the deadline specified in those Rules, an updating Low Carbon Declaration in respect of that CMU that specifies a Low Carbon Period that includes the Delivery Years for which a Capacity Agreement has been awarded in respect of that CMU.

8.3.12 Fossil Fuel Emissions Declaration: Existing Generating and Proven DSR CMUs

(za) This Rule 8.3.12 applies subject to Rule 8.3.13A.

(a) Rule 8.3.12(b) applies to a Capacity Provider for a CMU that Prequalified as an Existing Generating CMU or a Proven DSR CMU if:

(i) a Fossil Fuel Emissions Declaration has not previously been provided to the Delivery Body in respect of the CMU (other than where a Fossil Fuel Emissions Declaration was not provided in respect of that CMU during Prequalification under Rule 3.6.5A(b) or Rule 3.9.5A(b) so that Rule 8.3.12A applies); and

(ii) after Prequalifying, there has been an Emissions Related Material Change to the CMU and as a result:

(aa) the CMU comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component, which has a Commercial Production Start Date which is on or after 4 July 2019; and/or

(bb) where the CMU has its first scheduled Delivery Year on 1 October 2024 or any subsequent Delivery Year, the CMU comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity

requirements met by an Associated Fossil Fuel Component, which has a Commercial Production Start Date which is before 4 July 2019.

(b) Where this Rule 8.3.12(b) applies to a Capacity Provider, the Capacity Provider must:

(i) confirm to the Delivery Body within two months following the Emissions Related Material Change:

(aa) whether the Commercial Production Start Date of each Fossil Fuel Component or Associated Fossil Fuel Component is before or on or after 4 July 2019; and

(bb) whether, in respect of a Fossil Fuel Component or Associated Fossil Fuel Component, in order to maintain compliance with the confirmation made with an Application in respect of the CMU under Rule 3.4.11(b), the Capacity Provider will apply the Fossil Fuel Emissions CCUS Formula, Fossil Fuel Emissions Mixed Fuel Formula or Fossil Fuel Emissions Composite Formula to determine its Fossil Fuel Emissions and/or apply the Design Efficiency CHPQA Formula to determine its Design Efficiency;

(ii) provide a Fossil Fuel Emissions Declaration to the Delivery Body:

(aa) other than where paragraphs (bb) or (cc) apply, as soon as reasonably practicable after, and in any case no later than two months after, the Emissions Related Material Change;

(bb) in the case of a CMU in respect of which the Capacity Provider will apply the Fossil Fuel Emissions CCUS Formula, Fossil Fuel Emissions Mixed Fuel Formula or Fossil Fuel Emissions Composite Formula to determine the Fossil Fuel Emissions of a Fossil Fuel Component or Associated Fossil Fuel Component (but does not intend to apply the Design Efficiency CHPQA Formula to determine the Design Efficiency of a component) and the conditions in paragraph (c)(i) or(ii) apply, as soon as reasonably practicable, and in any event no later than the date which is 14 months after the date of the Emissions Related Material Change; or

(cc) in the case of a CMU in respect of which the Capacity Provider will apply the Design Efficiency CHPQA Formula to determine the Design Efficiency of a Fossil Fuel Component or Associated Fossil Fuel Component and the condition in paragraph (c)(iii) applies, prior to 1 September in the calendar year immediately following a CHPQA Calendar Year.

(c) The conditions described in this Rule 8.3.12(c) are:

(i) it is not possible to determine the $CO2_{Transferred}$ or $CO2_{Generated}$ (and therefore the TCF) of a Fossil Fuel Component (or, if relevant, Associated Fossil Fuel Component) in respect of which a Capacity Provider intends to apply the Fossil Fuel Emissions CCUS Formula or the Fossil Fuel Emissions Composite Formula to determine Fossil Fuel Emissions because, in the 12 months preceding the Emissions Related Material Change, there has not

been a continuous period of 12 months during which the data required is available;

(ii) it is not possible to determine the FS of a fuel (and therefore the EFW) of a Fossil Fuel Component (or, if relevant, Associated Fossil Fuel Component) in respect of which a Capacity Provider will apply the Fossil Fuel Emissions Mixed Fuel Formula or intends to apply the Fossil Fuel Emissions Composite Formula to determine Fossil Fuel Emissions because, in the 12 months preceding the Emissions Related Material Change, there has not been a continuous period of 12 months during which the data required is available; or

(iii) it is not possible to determine the Design Efficiency of a Fossil Fuel Component (or, if relevant, Associated Fossil Fuel Component) in respect of which a Capacity Provider intends to apply the Design Efficiency CHPQA Formula because a Qualifying CHPQA Certificate has not been issued in respect of that component.

8.3.12A Fossil Fuel Emissions Declaration: Existing Generating and Proven DSR CMUs where a declaration under Rule 3.6.5A or 3.9.5A was made at Prequalification:

(a) A Capacity Provider for a CMU that Prequalified as an Existing Generating CMU or a Proven DSR CMU must provide a Fossil Fuel Emissions Declaration to the Delivery Body by the deadline specified in Rule 8.3.12A(b) if:

(i) a declaration was made under Rule 3.6.5A(b) or Rule 3.9.5A(b) in respect of the CMU and/or one or more Fossil Fuel Components or Associated Fossil Fuel Component (each a “relevant Fossil Fuel Component”) comprised in that CMU; and

(ii) at least one relevant Fossil Fuel Component:

(aa) has a Commercial Production Start Date which is on or after 4 July 2019; and/or

(bb) has a Commercial Production Start Date which is before 4 July 2019, where the CMU has its first scheduled Delivery Year in 2024 or any subsequent Delivery Year.

(b) A Fossil Fuel Emissions Declaration must be provided to the Delivery Body:

(i) other than where sub-paragraph (ii) applies, as soon as reasonably practicable after, and in any event no later than 14 months after the start of the first Delivery Year;

(ii) in the case of a CMU in respect of which the Applicant made the declaration in Rule 3.6.5A(b)(i)(dd) or Rule 3.9.5A(b)(i)(dd), prior to 1 September in the calendar year immediately following a CHPQA Calendar Year.

8.3.13 Updating Fossil Fuel Emissions Declarations

(za) This Rule 8.3.13 applies subject to Rule 8.3.13A.

(a) Where a Capacity Provider has previously provided a Fossil Fuel Emissions Declaration (a “previous Fossil Fuel Emissions Declaration”) in respect of a CMU and one or more Fossil Fuel Components or Associated Fossil Fuel Component (each a “relevant Fossil Fuel

Component") comprised in that CMU, the Capacity Provider must comply with paragraph (ba) (in respect of a Capacity Agreement awarded after the coming into force of the Capacity Market (Amendment) Rules 2021) and provide the Delivery Body with a new Fossil Fuel Emissions Declaration (an "Updating Fossil Fuel Emissions Declaration") by the deadline specified in Rule 8.3.13(c) if Rule 8.3.13(b) applies.

(b) This Rule 8.3.13(b) applies if there has been an Emissions Related Material Change to the CMU or a relevant Fossil Fuel Component; and

(i) the CMU comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component, which has a Commercial Production Start Date which is on or after 4 July 2019; and/or

(ii) the CMU:

(aa) has its first scheduled Delivery Year on 1 October 2024 or any subsequent Delivery Year; and

(bb) comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component, which has a Commercial Production Start Date which is before 4 July 2019.

(ba) A Capacity Provider must:

(i) confirm to the Delivery Body within two months following the Emissions Related Material Change:

(aa) whether the Commercial Production Start Date of each Fossil Fuel Component or Associated Fossil Fuel Component is before or on or after 4 July 2019; and

(bb) whether, in respect of a Fossil Fuel Component or Associated Fossil Fuel Component, in order to maintain compliance with the confirmation made with an Application in respect of the CMU under Rule 3.4.11(b), the Capacity Provider will apply the Fossil Fuel Emissions CCUS Formula, Fossil Fuel Emissions Mixed Fuel Formula or Fossil Fuel Emissions Composite Formula to determine its Fossil Fuel Emissions and/or apply the Design Efficiency CHPQA Formula to determine its Design Efficiency.

(c) An Updating Fossil Fuel Emissions Declaration must be provided to the Delivery Body:

(i) as soon as reasonably practicable, and in any event no later than the date which is two months after an Emissions Related Material Change;

(ii) by the date described in Rule 8.3.4(h) in respect of a DSR CMU which adds one or more DSR CMU Components to the CMU;

(iii) no later than 14 months after the date of the Emissions Related Material Change where there has been an Emissions Related Material Change in respect of a relevant Fossil Fuel Component in relation to which the

previous Fossil Fuel Emissions Declaration specified Fossil Fuel Yearly Emissions;

(iv) as soon as reasonably practicable, and in any event no later than the date which is 14 months after the Emissions Related Material Change in the case of a CMU in respect of which the Capacity Provider will apply the Fossil Fuel Emissions CCUS Formula, Fossil Fuel Emissions Mixed Fuel Formula or Fossil Fuel Emissions Composite Formula to determine the Fossil Fuel Emissions of a Fossil Fuel Component or Associated Fossil Fuel Component (but does not intend to apply the Design Efficiency CHPQA Formula to determine the Design Efficiency of a component); or

(v) as soon as reasonably practicable and in any event prior to 1 September in the calendar year immediately following a CHPQA Calendar Year, where there has been an Emissions Related Material Change and the Capacity Provider chooses to apply the Design Efficiency CHPQA Formula to determine the Design Efficiency of a relevant Fossil Fuel Component.

8.3.13A Application of Rule 8.3.11, Rule 8.3.12, Rule 8.3.12A and Rule 8.3.13

(a) Rule 8.3.11(b) applies in respect of a Capacity Agreement awarded before the coming into force of the Capacity Market (Amendment) Rules 2021 as though the following are omitted:

(i) Rule 8.3.11(b)(i)(cc) and Rule 8.3.11(b)(i)(dd);

(ii) Rule 8.3.11(b)(ii)(dd) and Rule 8.3.11(b)(ii)(ee);and

(iii) Rule 8.3.11(b)(iii)(bb) and Rule 8.3.11(b)(iii)(cc).

(b) Rule 8.3.12(b) applies in respect of a Capacity Agreement awarded before the coming into force of the Capacity Market (Amendment) Rules 2021 as though the following are omitted:

(i) Rule 8.3.12(b)(i)(bb);

(ii) Rule 8.3.12(b)(ii)(bb) and Rule 8.3.12(b)(ii)(cc); and

(iii) Rule 8.3.12(c).

(c) Rule 8.3 applies in respect of a Capacity Agreement awarded before the coming into force of the Capacity Market (Amendment) Rules 2021 as though Rule 8.3.12A is omitted.

(d) Rule 8.3.13 applies in respect of a Capacity Agreement awarded before the coming into force of the Capacity Market (Amendment) Rules 2021 as though the following are omitted:

(i) Rule 8.3.13(ba); and

(ii) Rule 8.3.13(c)(iv) and Rule 8.3.13(c)(v).

8.3.14 Failure to provide a Fossil Fuel Emissions Declaration

The Termination Event specified in Rule 6.10.1(o) will apply to a Capacity Agreement if:

(a) a Capacity Provider has previously provided a Fossil Fuel Emissions Commitment, a Fossil Fuel Emissions Declaration, or made a declaration under Rule 3.6.5A, Rule 3.6.6, Rule 3.6.7, Rule 3.9.5A, Rule 3.9.6 or Rule 3.9.7; and

(b) the Capacity Provider:

(i) fails to provide a Fossil Fuel Emissions Declaration where required under Rule 8.3.11, Rule 8.3.12, Rule 8.3.12A, and Rule 8.3.13; or

(ii) provides a Fossil Fuel Emissions Declaration in which the Applicant declares that in respect of a Fossil Fuel Component or Associated Fossil Fuel Component specified in the declaration (a "relevant Fossil Fuel Component"):

(aa) the relevant Fossil Fuel Component exceeds the Fossil Fuel Emissions Limit (and, in the case of a relevant Fossil Fuel Component with a Commercial Production Start Date before 4 July 2019, no value for the Fossil Fuel Yearly Emissions has been provided); or

(bb) in the case of a relevant Fossil Fuel Component with a Commercial Production Start Date before 4 July 2019, the relevant Fossil Fuel Component exceeds both the Fossil Fuel Emissions Limit and the Fossil Fuel Yearly Emissions Limit.

8.3.14A Low Emissions Determination related reduction in duration of Declared Low Carbon CMU's Capacity Agreement in certain cases

(a) Where:

(i) a Low Emissions Determination is given in respect of a Declared 12 Month Long Stop CMU that is both a Capacity Committed CMU, and a Nine Year Capex Threshold CMU; and

(ii) a certificate provided under Rule 8.3.6(a) confirms that the Qualifying £/kW Capital Expenditure is:

(aa) less than the Nine Year Minimum £/kW Threshold; and

(bb) equal to or greater than the Three Year Minimum £/kW Threshold,

the Delivery body must reduce the term of the Capacity Agreement for that CMU to three Delivery Years, and change the years for which it is issued accordingly.

(b) Where:

(i) a Low Emissions Determination is given in respect of a Declared 12 Month Long Stop CMU that is a Capacity Committed CMU, but that is not a Nine Year Capex Threshold CMU; and

(ii) a certificate provided under Rule 8.3.6(a) confirms that the Qualifying £/kW Capital Expenditure is:

(aa) less than the Fifteen Year Minimum £/kW Threshold; and

(bb) equal to or greater than the Three Year Minimum £/kW Threshold,

the Delivery body must reduce the term of the Capacity Agreement for that CMU to three Delivery Years, and change the years for which it is issued accordingly.

(c) Where a Low Emissions Determination is given in respect of a Nine Year Capex Threshold CMU that is a Capacity Committed CMU and that is not a Declared Long Stop CMU, the Delivery Body must:

(i) reduce the term of the Capacity Agreement for that CMU to:

(aa) three Delivery Years, if a certificate provided under Rule 8.3.6(a) confirms that the Qualifying £/kW Capital Expenditure is equal to or greater than the Three Year Minimum £/kW Threshold; and

(bb) otherwise, to one Delivery Year; and

(ii) change the years for which it is issued accordingly.

(d) Where:

(i) a Low Emissions Determination is given in respect of a Three Year Zero Capex Threshold CMU that is a Capacity Committed CMU; and

(ii) a certificate provided under Rule 8.3.6(a) confirms that the Qualifying £/kW Capital Expenditure is less than the Three Year Minimum £/kW Threshold,

the Delivery body must reduce the term of the Capacity Agreement for that CMU to one Delivery Year, and change the years for which it is issued accordingly.

(e) Where the Delivery Body is required under this Rule 8.3.14A to reduce the term of a Capacity Agreement or change in the years for which it is issued, it must:

(i) give effect to that reduction or change by making the appropriate changes to the Capacity Market Register; and

(ii) give notice of those changes to the Capacity Provider.

8.3.15 Fossil Fuel Removal Declaration

Where, as a result of any change, the CMU no longer comprises of any Fossil Fuel Component or Storage Facility which has its electricity requirements met in part or in full by an Associated Fossil Fuel Component, the Capacity Provider must, as soon as reasonably practicable, provide the Delivery Body with a Fossil Fuel Removal Declaration signed by two Directors (or two officers, in the case of a body other than a company).

8.3.15A A Capacity Provider for a Capacity Committed CMU may provide the Delivery Body a Low Carbon Declaration in respect of a Delivery Year ("Delivery Year X"):

(a) either:

(i) at any time after the Auction Results Day the CMU is awarded a Capacity Agreement, in respect of a Capacity Provider which has previously provided a Fossil Fuel Emissions Commitment to the Delivery Body; or

(ii) with a Fossil Fuel Emissions Declaration provided to the Delivery Body under Rule 8.3.11(a), Rule 8.3.12(b), Rule 8.3.12A(b), Rule 8.3.13(a);

(b) where:

(i) no Low Carbon Declaration has been made: or

(ii) a Low Carbon Declaration has previously been made specifying a Low Carbon Period that does not include all or part of Delivery Year X; and

(c) which specifies a Low Carbon Period that includes all or part of Delivery Year X.

8.3.16 Relevant Planning Consents Declaration

Where an Applicant has submitted a declaration in accordance with Rule 3.7.1 or Rule 4.7.1, and upon request by the Delivery Body, the Applicant must provide the Delivery Body, as soon as reasonably practicable, evidence to satisfy the requirement that the Relevant Planning Consents has been achieved.

8.4 Triggering a Capacity Obligation and System Stress Events

8.4.1 Definition of a System Stress Event

"System Stress Event" means a Settlement Period in which a System Operator Instigated Demand Control Event occurs where such event lasts at least 15 continuous minutes (whether the event falls within one Settlement Period or across more than one consecutive Settlement Periods, and where the event falls across multiple consecutive Settlement Periods, each of those Settlement Periods will be a "System Stress Event").

8.4.2 Definition of a System Operator Instigated Demand Control Event

"System Operator Instigated Demand Control Event" means where:

(a) the System Operator gives a Demand Reduction Instruction and/or an Emergency Manual Disconnection Instruction to one or more DNOs; and/or

(b) an Automatic Low Frequency Demand Disconnection takes place, except where one or more of the following applies:

(i) such action results from one or more faults in the GB Transmission System or a Distribution Network;

(ii) the System Operator issues a Bid-Offer Acceptance(s) to reduce output or an Emergency Instruction(s) to reduce output to the extent that the Volume of that Bid-Offer Acceptance(s) or that Emergency Instruction(s) exceeds the Volume of the Demand Reduction Instruction and/or an Emergency Manual Disconnection Instruction issued or the Automatic Low Frequency Demand Disconnection that took place; or

(iii) the action has an associated System Management Action Flag attached in accordance with Section Q6 (Submission of Data by the Transmission Company) of the BSC.

8.4.3 Duration of a System Operator Instigated Demand Control Event

A System Operator Instigated Demand Control Event:

(a) commences at the earlier of the time at which:

(i) the Demand Reduction Instruction and/or an Emergency Manual Disconnection Instruction is given by the System Operator; or

(ii) the Automatic Low Frequency Demand Disconnection takes place; and

(b) ends at the time at which the System Operator instructs the last outstanding DNO to:

(i) restore Demand in accordance with OC6.5 of the Grid Code; or

(ii) reconnect in accordance with OC6.6 of the Grid Code.

8.4.4 Determination of a System Stress Event

(a) As soon as reasonably practicable after the System Operator:

(i) gives a Demand Reduction Instruction to one or more DNOs; or

(ii) becomes aware that an Automatic Low Frequency Demand Disconnection has taken place,

the System Operator must:

(aa) undertake a root cause analysis to determine whether or not a relevant System Operator Instigated Demand Control Event has occurred; and

(bb) if it determines under Rule 8.4.4(a)(ii)(aa) that a relevant System Operator Instigated Demand Control Event has occurred, determine whether the System Operator Instigated Demand Control Event lasted at least 15 continuous minutes and hence whether a System Stress Event has occurred.

(b) A determination by the System Operator that a System Stress Event or a System Operator Instigated Demand Control Event has occurred may be made in its sole discretion and will be final and binding on all Administrative Parties and Capacity Providers for the purposes of the Rules and the Regulations.

8.4.5 Notification of a System Stress Event

As soon as reasonably practicable after determining that a System Stress Event has occurred, the System Operator must:

(a) notify the CM Settlement Body, and

(b) publish details on the website specified by the System Operator from time to time,

of the Settlement Period that has been classified as a System Stress Event, or the Settlement Periods that have been classified as System Stress Events.

8.4.6 Capacity Market Notice

(a) Other than where 8.4.2(b)(iii) applies, the System Operator must publish a Capacity Market Notice in accordance with Rule 8.4.6(b) at times when either:

(i) the System Operator gives a Demand Reduction Instruction and/or an Emergency Manual Disconnection Instruction to one or more Distribution Network Operators;

(ii) an Inadequate System Margin, as determined under Rule 8.4.7, is anticipated to occur in a Settlement Period falling at least 4 hours after the expiry of the current Settlement Period; or

(iii) an Automatic Low Frequency Demand Disconnection takes place, for which a Capacity Market Notice is not already in force.

(b) A Capacity Market Notice must be published by the System Operator on the website specified by the System Operator from time to time and may be issued by such data transmission facilities for written communications as are in place between the System Operator and the Delivery Body, the CM Settlement Body and Capacity Providers respectively.

(c) A Capacity Market Notice must contain the following information:

(i) the commencement time of the Capacity Market Notice;

(ii) information about the circumstances that have triggered the Capacity Market Notice; and

(iii) for information purposes only, the System Operator's expectations as to:

(aa) Demand;

(bb) the aggregate capacity that BM Units (whether or not Capacity Committed CMUs) are expected to deliver (based on BSC information previously provided); and

(cc) any additional capacity that the System Operator expects to be delivered, based on information then available to it,

for the Settlement Period(s) for which the warning is applicable.

(d) A Capacity Market Notice will remain in force from the stated time of commencement until such time as an Inadequate System Margin is no longer forecast to arise, as determined under Rule 8.4.7, at any time within the next four hours.

(e) The System Operator will give notice of the expiry of a Capacity Market Notice by publishing notice of such expiry on the website specified by the System Operator from time to time and may circulate the notice by such data transmission facilities for written communications as are in place between the System Operator and the Delivery Body, the CM Settlement Body and Capacity Providers respectively.

8.4.7 Inadequate System Margin

(a) The System Operator will monitor the total of the Maximum Export Limits received against forecast Demand and the Operating Margin.

(b) Taking into account the matters described in Rule 8.4.7(a) above, together with the Dynamic Parameters, the System Operator will calculate whether the anticipated level of System Margin for any Settlement Period is less than 500 MW (an "Inadequate System Margin").

8.5 Discharging a Capacity Obligation

8.5.1 Response to a Capacity Market Notice

During a System Stress Event, a Capacity Provider must deliver the Adjusted Load Following Capacity Obligation of its Capacity Committed CMU, provided that a Capacity Provider has no obligation, pursuant to this Rule 8.5.1:

(a) unless a Capacity Market Notice has been issued with respect to the System Stress Event and the System Stress Event falls four or more hours after the expiry of the Settlement Period in which the Capacity Market Notice is published on the website of the System Operator;

(b) in any Settlement Period during which the Capacity Committed CMU is affected by a suspension under section G (Contingencies) of the Balancing and Settlement Code; or

(ba) where the Capacity Committed CMU is an Interconnector CMU, in any Settlement Period during which the CMU is affected by a measure taken by the System Operator which has the effect of reducing the Net Output of that CMU to an amount lower than the Interconnector Scheduled Transfer;

(c) in any Settlement Period during which the Capacity Committed CMU is affected by a "relevant interruption" pursuant to section 5.10 of the CUSC and in each of the eight Settlement Periods falling after the Settlement Period in which the relevant interruption ceases to affect the Capacity Committed CMU; or

(d) in any Settlement Period during which the Capacity Committed CMU is bound to comply with a direction issued by the Secretary of State pursuant to section 34 of EA 1989 and in each of the eight Settlement Periods falling after the Settlement Period in which the direction ceases to affect the Capacity Committed CMU.

8.5.2 Adjusted Load Following Capacity Obligation (ALFCO)

The Adjusted Load Following Capacity Obligation of a Capacity Committed CMU "i" in Settlement Period "j" is a Volume in MWh calculated as follows:

(a) for a Generating CMU or an interconnector CMU comprised of BM Units:

$$ALFCO_{ij} = LFCO_{ij} + \sum_{k \in i}\{(1-\beta_{kj})QBOA_{kj} + (1-\beta_{kj})min(QAS_{kj}, 0) - \beta_{kj}(QBSCCC_{kj})\}$$

where:

$LFCO_{ij}$ has the meaning given in Rule 8.5.3 below;

$QBOA_{kj}$ has the meaning given in Rule 8.5.4(a) below;

QAS_{kj} has the meaning given in Rule 8.5.4(b) below;

β_{ki} = 1 where Generating Unit "k" provided a Relevant Balancing Service in Settlement Period "j" and 0 otherwise;

the summation is over all BM Units "k" comprised in CMU "i"; and

$$QBSCCC_{kj} = \max(0, MEL_{kj} - QME_{kj})$$

where:

MEL_{kj} is the Maximum Export Limit for BM Unit "k" in Settlement Period "j" (expressed in MWh); and

QME_{kj} is the "Period Expected Metered Volume" (as defined in in the BSC) for BM Unit "k" in Settlement Period "j";

(b) for a CMU which is a DSR CMU or a Generating CMU that is not comprised of BM Units:

$$ALFCO_{ij} = LFCO_{ij} - \sum_{k \in i} (\beta_{kj}(QBSCCC_{kj}))$$

where:

β_{kj}= 1 where Generating Unit or DSR CMU Component "k" provided a Relevant Balancing Service in Settlement Period j and 0 otherwise;

the summation is over all Generating Units or DSR CMU Components "k" comprised in CMU "i";

$QBSCCC_{kj}$ is the ((Declared_Availability$_{kj}$) – (Contracted_Output$_{kj}$)) for Generating Unit or DSR CMU Component "k" in Settlement Period "j"; and

"**Declared_Availability**" and "**Contracted_Output**" have the meaning given to them in Schedule 4.

(c) in the case of Rule 8.5.2(a) and (b), $QSBCCC_{kj}$ must be set to 0 where Rule 8.5.4(c) applies.

8.5.3 Load Following Capacity Obligation (LFCO)

The Load Following Capacity Obligation of a Capacity Committed CMU "i" in Settlement Period "j" ("$LFCO_{ij}$") is a Volume in MWh calculated as follows:

$$LFCO_{ij} = \frac{AACO_{ij} + PTCO_{ij} - SCO_{ij}}{2} \times \min\left(\frac{\left(\left[2 \times \sum_i E_{ij}\right] + \left[2 \times ILR_j\right] + RfR\right)}{\sum_i AACO_{ij} - SCO_{ij}}, 1\right)$$

Where:

$AACO_{ij}$ is the Auction Acquired Capacity Obligation of that Capacity Committed CMU for Settlement Period "j", being the value in MW of the Capacity Obligation taken on by that Capacity Committed CMU for the Delivery Year in which Settlement Period "j" falls, accounting for any changes in that Capacity Obligation recorded pursuant to 7.5.1, but not including any changes in that Capacity Obligation effected by way of a transfer under Rule 9.2.4(a), as set out in the Capacity Market Register for that Capacity Committed CMU;

$PTCO_{ij}$ is the Physically Traded Capacity Obligation of that Capacity Committed CMU, being the aggregate value in MW (positive or negative) of any changes in the Capacity Obligation of that Capacity Committed CMU effected by way of a transfer under Rule 9.2.4(a) for the Delivery Year (or part Delivery Year) in which Settlement Period "j" falls, as set out in the Capacity Market Register for that Capacity Committed CMU;

SCO_{ij} is the Suspended Capacity Obligation of that Capacity Committed CMU for Settlement Period "j", being the aggregate value in MW of any Capacity Obligations in respect of which Capacity Payments have been suspended pursuant to Rule 13.4.1ZA(b) or during that Settlement Period as determined by the CM Settlement Body on the basis of data provided to it by the Delivery Body pursuant to Rule 13.4.7;

$\sum_i$ is the sum over all Capacity Committed CMUs together with any CMU in respect of which an Acceptable Transferee is a CMVR Registered Participant;

E_{ij} has the meaning given in Rule 8.6;

ILR_j is the Involuntary Load Reduction, being the aggregate volume, in Settlement Period "j", of load shed by Distribution Network Operators in order to meet any Demand Reduction Instruction and/or Emergency Manual Disconnection Instruction, and also load shed as a result of any Automatic Low Frequency Demand Disconnection, as determined by the Delivery Body on the basis of data provided by the Distribution Network Operators; and

RfR is the reserve for response amount (in MW) which shall be published by the Delivery Body in the most recent electricity capacity report prior to the relevant Auction Window for the relevant Delivery Year.

8.5.3A Omitted.

8.5.4 Adjustments to LFCO to account for Balancing Services

The Load Following Capacity Obligation of that Capacity Committed CMU in a Settlement Period must be reduced to account for the aggregate provision and successful delivery by each Generating Unit or an Interconnector CMU (in its capacity as a BM Unit) of Balancing Services to the System Operator as follows:

(a) Reduced output pursuant to Negative Bid-Offer Acceptances (QBOA)

A Generating Unit "k" or an Interconnector CMU that is operating at reduced output during Settlement Period "j" because it has, in its capacity as a BM Unit, been instructed to operate at such output by the System Operator through a Bid-Offer Acceptance in the Balancing Mechanism must be accounted for by use of the factor $QBOA_{kj}$ which is calculated as follows:

$$\mathrm{QBOA_{kj}} = \sum_{n<0}\left(\mathrm{QAO_{kj}^{n}} + \mathrm{QAB_{kj}^{n}}\right)$$

where:

n has the meaning given to "Bid-Offer Pair Number" in Annex X-2 of the BSC;

$\mathrm{QAO_{kj}^{n}}$ has the meaning given to "Period BM Unit Total Accepted Offer Volume" in Annex X-2 of the BSC; and

$\mathrm{QAB_{kj}^{n}}$ has the meaning given to "Period BM Unit Total Accepted Bid Volume" in Annex X-2 of the BSC.

(b) Reduced output pursuant to the delivery of a Balancing Service (QAS)

A Generating Unit "k" that is operating at reduced output during Settlement Period "j" because it has, in its capacity as a BM Unit, delivered energy reductions through the provision of Balancing Services must be accounted for by the factor QAS_{kj} which has the meaning give to "BM Unit Applicable Balancing Services Volume" in Annex X-2 of the BSC.

(c) Sterilised capacity pursuant to a Balancing Services agreement (QBSCCC)

If:

(i) the Capacity Provider has not notified the System Operator at the time of entering into such balancing services contract (or, if later, on Prequalification) that a Generating Unit is participating in the Capacity Market; or

(ii) the Lead Party of the BM Unit which corresponds to a Generating Unit has given the System Operator notice in accordance with paragraph 6.4.5 of section Q of the Balancing and Settlement Code that it does not wish any volumes of Active Energy to be submitted for the BM Unit (pursuant to paragraph 6.4.5 of Section Q of the Balancing and Settlement Code),

$QBSCCC_{kj}$ for Capacity Committed CMU "i" must be set to zero.

8.5.5 Shortfalls and Excess Volumes

(a) If a Capacity Committed CMU fails to deliver its Adjusted Load Following Capacity Obligation in any Settlement Period where it is required to do so in accordance with Rule 8.5.1, capacity provider penalty charges will be applied in accordance with Regulation 41.

(b) If a Capacity Committed CMU delivers more than its Adjusted Load Following Capacity Obligation in any Settlement Period where it is required to deliver such Adjusted Load Following Capacity Obligation in accordance with Rule 8.5.1, the relevant Capacity Provider will be paid for this over-delivery in accordance with Regulation 42.

8.6 Determining the output of a Capacity Committed CMU or CMVR Registered CMU (Eij)

The capacity delivered by a Capacity Committed CMU (or CMVR Registered CMU) "i" during the occurrence of a Stress Event in Settlement Period "j" is:

8.6.1 in the case of a Generating CMU other than a Generating CMU that constitutes a Storage Facility:

(a) the aggregate Metered Volume in MWh to three decimal places of each Generating Unit comprised in that Generating CMU; or

(b) if the Generating CMU is connected to the GB Transmission System, the lower of:

(i) the aggregate Metered Volume in MWh to three decimal places of each Generating Unit "k" comprised in that Generating CMU "i"; and

(ii) the aggregate of QMEkj (as defined in Rule 8.5.2(a)) for each Generating Unit "k" comprised in that Generating CMU "i";

8.6.2 in the case of a Generating CMU that constitutes a Storage Facility, the sum of A + B – C where:

A is the electricity generated by the Generating CMU as determined in accordance with Rule 8.6.1(a) and 8.6.1(b) above;

B is the aggregate, for all Generating Units comprised in the Generating CMU, of the Baseline Demand, as determined under Schedule 2A; and

C is the aggregate of the metered Consumption (in MWh) of each Generating Unit comprised in the Generating CMU in Settlement Period "j";

8.6.2A in the case of an Interconnector CMU, the Interconnector Scheduled Transfer; and

8.6.3 in the case of a DSR CMU, the DSR Volume of that DSR CMU;

(herein, *"E_{ij}"*).

8.6.4 Where the Metered Volumes provided to the CM Settlement Body have not been adjusted to the Boundary Point on the Transmission Network, the CM Settlement Body will apply appropriate Line Loss Factor values in order to so adjust them. The Line Loss Factor values shall be made in accordance with Section K1.7 of the BSC.

8.7 Requirement to provide general assistance

8.7.1 A Capacity Provider must provide such other information and assistance as an Administrative Party reasonably requires to determine whether the Capacity Provider is complying with the terms of its Capacity Agreements, the Regulations and the Rules.

CHAPTER 9: TRANSFER OF CAPACITY OBLIGATIONS

9 Transfer of Capacity Obligations

9.1 Purpose of this Chapter

9.1.1 This Chapter sets out the eligibility requirements for transferring Capacity Obligations. In conjunction with Chapters 5 and 6 it sets out some of the procedures for the effecting, and consequences, of such transfers.

9.2 Restrictions on transfer and eligibility to trade

9.2.1 No Capacity Obligation may be transferred other than by way of the transfer, under Regulation 30A and in accordance with this Chapter, of:

(a) a Capacity Agreement; or

(b) a Transferred Part.

9.2.2 Rule 9.2.3 applies where a Termination Notice has been issued by the Delivery Body under Rule 6.10.2(a) with respect to the Capacity Agreement or Transferred Part in which the Capacity Obligation to be transferred is comprised.

9.2.3 Where this Rule 9.2.3 applies:

(a) if the request under Rule 9.3.1(a) has been submitted before the Termination Notice is received by the Transferee, and the Transfer Period commences before the expiry of the period specified in Rule 6.10.2(e) ("the relevant period"), the transfer shall have effect for a period ending with the expiry of the relevant period (or if sooner, the Transfer Period);

(b) if the request under Rule 9.3.1(a) has been submitted before the Termination Notice is received by the Transferee, but the period for which the Capacity Obligation is to be transferred commences after the expiry of the relevant period, the transfer shall not have effect;

(c) subject to paragraph (e), if the request under Rule 9.3.1(a) is submitted after the Termination Notice is received by the Registered Holder or the Transferee, the transfer shall not have effect;

(d) if the request under Rule 9.3.1(a) is submitted before the Termination Notice is received by the Registered Holder, the transfer shall have effect for the Transfer Period in accordance with Rule 9.2.4; and

(e) without prejudice to Rule 6.10.2, if the request under Rule 9.3.1(a) is submitted after the Termination Notice specifying a Termination Event set out in Rule 6.10.1(a) is received by the Registered Holder, but occurs prior to the expiry of the relevant period, the transfer shall have effect for the Transfer Period in accordance with Rule 9.2.4.

9.2.3A Rule 9.2.3B applies where a Capacity Agreement (in which a Capacity Obligation to be transferred is comprised) is given a notice under Regulation 34A(2).

9.2.3B Where this Rule 9.2.3B applies, a transfer under Rule 9.2.4(a) will only have effect for a period which expires before the CCS CFD Related Termination Date in respect of the relevant CMU.

9.2.4 A Capacity Provider may transfer a Capacity Agreement by:

(a) transferring all or part of its Capacity Obligation in respect of a Capacity Committed CMU (the "CMU Transferor") for all or a specified number of calendar days in a Delivery Year to an Acceptable Transferee in respect of another CMU (the "CMU Transferee") provided that:

(i) the Acceptable Transferee nominates a CMU Transferee to perform the Capacity Obligation;

(ii) if the transfer is of part of its Capacity Obligation, the part transferred is at least equal to the Minimum Capacity Threshold; and

(iii) following the transfer, the aggregate Capacity Obligation of each of the CMU Transferor and the CMU Transferee is at least equal to the Minimum Capacity Threshold unless the CMU Transferor has transferred all of its Capacity Obligation.

(b) with respect to a Capacity Committed CMU which is a Generating CMU where the Capacity Provider is the legal owner of each Generating Unit comprised in such CMU, transferring all Capacity Agreements relating to that CMU outright to:

(i) a person acquiring all such Generating Units (or, if it is a Prospective Generating CMU, all the contractual and other rights and assets then owned by the Capacity Provider and necessary to achieve the Substantial Completion Milestone with respect to such CMU); or

(ii) a person that is the Despatch Controller with respect to all such Generating Units,

provided in each case that such person is an Acceptable Transferee; or

(c) with respect to a Capacity Committed CMU which is a Generating CMU where the Capacity Provider is the Despatch Controller with respect to each Generating Unit comprised in such CMU, transferring all Capacity Agreements relating to that CMU outright to a person that is the legal owner with respect to all such Generating Units provided that such person is an Acceptable Transferee; or

(d) with respect to a Capacity Committed CMU which is an Interconnector CMU, transferring all Capacity Agreements relating to that CMU outright to a person acquiring that Electricity Interconnector (or, if it is a Prospective Interconnector CMU, all the contractual and other rights and assets then owned by the Capacity Provider and necessary to achieve the Substantial Completion Milestone with respect to such CMU) provided that such person is an Acceptable Transferee,

in each case such transfer of the Capacity Agreement to be in accordance with the Regulations and the Rules (including the requirements relating to the updating of the Capacity Market Register) and the Capacity Market Metering Register. An individual transfer under Rule 9.2.4(a) may not relate to more than one Delivery Year.

9.2.5 Transfers of a Capacity Agreement:

(a) under Rule 9.2.4(a) can only be effected on the Capacity Market Register and the Capacity Market Metering Register after the T-1 Auction for the relevant Delivery Year has concluded and provided that:

(i) in the case of a Prospective Generating CMU and its second or third Delivery Year, it has achieved the Substantial Completion Milestone by the Prequalification Results Day for the T-1 Auction for that Delivery Year;

(ii) in the case of a Prospective Interconnector CMU in relation to which a Capacity Agreement has been awarded for a Delivery Year ("Y") as well as for either or both of the two immediately following Delivery Years Y+1 and Y+2, and in respect of either of the latter two Capacity Agreements, it has achieved the Substantial Completion Milestone by the Prequalification Results Day for the T-1 Auction for Delivery Year Y+1 or Y+2 as the case may be; and

(iii) in the case of an Unproven DSR CMU that has been awarded a Capacity Agreement of a duration exceeding one Delivery Year, the Delivery Body has issued a DSR Test Certificate to the Applicant or Capacity Provider (as applicable) under Rule 13.2.11 and the Capacity Provider has satisfied the requirements of Rule 8.3.6 (Evidence of Total Project Spend);

(b) under Rule 9.2.4(a) can only be effected in respect of a CMU Transferor and CMU Transferee:

(i) for which no amount payable under the Regulations is due and unpaid;

(ii) for which no suspension of capacity payments for failure to demonstrate satisfactory performance or extended performance is in effect under Rule 13.4.1ZA(b) or Rule 13.4A.7(b)

(iii) in respect of which there is not a breach of Rule 8.3.3(f) (metering changes);

(iv) in respect of which there is not a breach of Rule 14.5.7; and

(v) in respect of which there is not a breach of Rule 9.2.5A (transfers involving Declared Low Carbon CMUs);

(bza) under Rule 9.2.4(a) can only be effected in respect of a CMU Transferor or CMU Transferee which is subject to a Capacity Agreement or Transferred Part in respect of which the Delivery Body has given a notice under Regulation 34A(2), where the Transfer Period expires before the CCS CFD Related Termination Date of the CMU Transferor or CMU Transferee (whichever is earlier).

(ba) under Rule 9.2.4(a) can only be effected in respect of a CMU Transferee:

(i) in the case of a Capacity Obligation transfer that is to be registered within the Delivery Year or less than one month prior to the start of the Delivery Year, where the Transferee has evidenced that an Approved Metering Solution is in place before submitting the transfer to the Delivery Body for registration.

(c) under Rule 9.2.4(b), 9.2.4(c) and 9.2.4(d) can be effected on the Capacity Market Register at any time.

9.2.5A Transfers involving Declared Low Carbon CMUs

(a) A Capacity Obligation in respect of which a Declared Long Stop CMU, Nine Year Capex Threshold CMU or Three Year Zero Capex Threshold CMU would be the CMU Transferor may only be transferred to a CMU:

(i) which is a Declared Low Carbon CMU;

(ii) in respect of which:

(aa) a Low Carbon Declaration specifies a Low Carbon Period that includes the whole period in respect of which that Capacity Obligation is to be transferred; and

(bb) no Low Emissions Determination has been given, or if a Low Emissions Determination has been given in respect of that CMU, it has ceased to have effect as a result of a review or appeal under Part 10 of the Regulations.

(b) A Declared Low Carbon CMU that is not a Declared Long Stop CMU, Nine Year Capex Threshold CMU or Three Year Zero Capex Threshold CMU may be a CMU Transferee in respect of a Capacity Obligation from, or a CMU Transferor in respect of a Capacity Obligation to any other CMU.

(ba) In respect of a Capacity Provider which meets the requirement in Rule 9.2.6(c), and in respect of a Delivery Year ("Delivery Year X") and a CMU which the Capacity Provider intends to be a CMU Transferee and Declared Low Carbon CMU:

(i) the Capacity Provider must provide the Delivery Body a Low Carbon Declaration where no Low Carbon Declaration has been made, or a Low Carbon Declaration has previously been made specifying a Low Carbon Period that does not include all or part of Delivery Year X;

(ii) the Low Carbon Declaration must specify a Low Carbon Period that includes all or part of Delivery Year X.

(bb) For the purposes of this Rule 9.2.5A, a CMU Transferee is a Declared Low Carbon CMU if an Applicant, Secondary Trading Entrant or Capacity Provider (as the case may be), provides the Delivery Body a Low Carbon Declaration in accordance with Rule 3.10ZA, Rule 9.2.5A(ba), Rule 8.3.11A, or Rule 8.3.15A.

(c) This Rule does not permit any transfer of a Capacity Obligation which would contravene another provision of the Regulations or the Rules.

9.2.6 An Acceptable Transferee in relation to Rule 9.2.4(a), for any Delivery Year, is any of the persons in paragraphs (a) to (d) who meets the conditions in Rule 9.2.6(e)(i) to (xiii)

(a) a Bidder in a Capacity Auction for that Delivery Year (which may include a Bidder in relation to a CMU which Opted-out under Rule 3.11.2(f)(iii) at the T-4 Auction if, and only if, such CMU has since Prequalified in the T-1 Auction) in relation to a Prequalified CMU that does not have a Capacity Agreement for that Delivery Year;

(b) a Capacity Provider in relation to the De-rated Capacity of a Prequalified Prospective CMU that has achieved the Substantial Completion Milestone prior to the Delivery Year in which its Capacity Obligation commences (provided that the transfer relates only to the period prior to such Delivery Year);

(c) a Capacity Provider of a CMU that Prequalified for that Delivery Year and that does not have a Capacity Agreement for that Delivery Year equal to the De-rated Capacity of that Prequalified CMU;

(d) an Eligible Secondary Trading Entrant;

(e) the conditions in this Rule 9.2.6(e) are that:

(i) the Capacity Obligation transferred, when aggregated with all other Capacity Obligations in respect of the CMU Transferee for that Delivery Year, will not at any time exceed:

(aa) the aggregate De-rated Capacity of the CMU Transferee (as recorded on the Capacity Market Register); or

(bb) where there is a Grid Connection Agreement relating to the CMU Transferee, the Transmission Entry Capacity recorded on the TEC Register in respect of that CMU Transferee;

(ii) the CMU Transferee:

(aa) satisfies the criteria set out in Rule 9.2.5(b);

(bb) has delivered a capacity at least equal to its De-rated Capacity in any settlement period falling within the six months prior to the first date in the relevant Delivery Year on which a request was submitted to the Delivery Body under Rule 9.3.1; and

(cc) has provided metering information, completed a Metering Assessment, and where applicable holds a Metering Test Certificate with the CM Settlement Body.

(iii) any such person is not also a Bidder or Capacity Provider of a Defaulting CMU in that Delivery Year;

(iv) a Capacity Provider for an Existing Interconnector CMU is not an Acceptable Transferee in relation to a Capacity Obligation for a Delivery Year commencing before 2019 (or any part of such a Delivery Year);

(v) if the CMU Transferee is a New Build CMU in relation to which the Applicant made a declaration or provided a letter in accordance with Rule 3.7.3(c), a person (“P”) is not an Acceptable Transferee in respect of that CMU for the purposes of paragraph (a) or (b) of this Rule 9.2.6 unless P has provided to the Delivery Body a copy of its Distribution Connection Agreement or connection offer;

(vi) omitted;

(vii) if the CMU Transferee is a Prospective CMU, a person is not an Acceptable Transferee in respect of that CMU for the purposes of paragraph (a) unless that CMU has met its Substantial Completion Milestone;

(viii) if the CMU Transferee is a DSR CMU, a person (“R”) is not an Acceptable Transferee in respect of that CMU for the purposes of paragraph (a) unless:

(aa) a DSR Test Certificate has been issued in relation to that CMU; and

(bb) that certificate evidences a Proven DSR Capacity at least equal to the Capacity Obligation that is to be transferred to R, aggregated with all other Capacity Obligations in respect of that CMU that apply on any day to which the transfer relates”;

(ix) the CMU Transferee is not a CMU in respect of which a Capacity Agreement or Transferred Part has been previously terminated in consequence of a Termination Event within Rule 6.10.1(g), Rule 6.10.1(ga) or Rule 6.10.1A(a)(iii) at any time during the preceding two years (subject to Rule 9.2.6A);

(x) if the Capacity Obligation transferred is for the Delivery Year commencing on 1 October 2021, 1 October 2022, or 1 October 2023, and the CMU Transferee comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component, which has a Commercial Production Start Date on or after 4 July 2019, a person is not an Acceptable Transferee in respect of the CMU Transferee unless a Fossil Fuel Emissions Declaration has been provided to the Delivery Body in respect of the CMU Transferee;

(xi) if the Capacity Obligation transferred is for the Delivery Year commencing on 1 October 2024 or a subsequent Delivery Year, and the CMU comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component, a person is not an Acceptable Transferee in respect of the CMU Transferee unless a Fossil Fuel Emissions Declaration (other than a Pre 2024 T-1 Fossil Fuel Emissions Declaration) has been provided to the Delivery Body in respect of the CMU Transferee; and

(xii) if the CMU Transferee comprises of at least one Fossil Fuel Component or at least one Storage Facility which has part or all of its electricity requirements met by an Associated Fossil Fuel Component, a person is not an Acceptable Transferee in respect of that CMU for the purposes of paragraphs (a), (b), and (c) unless the person has confirmed to the Delivery Body whether the Commercial Production Start Date of each Fossil Fuel Component or Associated Fossil Fuel Component is before or on or after 4 July 2019;

(xiii) where the CMU Transferee is a CMU in respect of which the Delivery Body has given a notice under Regulation 34A(2):

(aa) a request under Rule 9.3.1 must be before the CCS CFD Related Termination Date in respect of the CMU; and

(bb) the CMU Transferee must provide the Delivery Body confirmation of the date which the Capacity Provider expects to be the CCS CFD Payment Start Date (as defined in Regulation 34A(4)).

(xiv) if the CMU Transferee is a Declared Long Stop CMU, the Substantial Completion Milestone has been achieved and the Long Stop Date has been reached.

9.2.6A Omitted.

9.2.7 An Acceptable Transferee for the purposes of Rule 9.2.4(b), Rule 9.2.4(c) or Rule 9.2.4(d) may be the same entity as the Capacity Provider transferring its Capacity Obligation to such Acceptable Transferee.

9.2.8 An Acceptable Transferee for the purposes of Rule 9.2.4(b), Rule 9.2.4(c) or Rule 9.2.4(d) is a person who has obtained written confirmation from the Delivery Body that it:

(a) has provided a Prequalification Certificate and a Certificate of Conduct;

(b) has provided the information and made the statements described in Rules 3.4.1 and 3.4.2;

(c) is not also a Capacity Provider of a Defaulting CMU in that Delivery Year; and

(d) will comply with any requirement to provide or maintain Applicant Credit Cover that may be applicable.

9.2.9 A Capacity Provider must not transfer, sell or otherwise dispose of any interest in a Capacity Committed CMU such that it ceases to satisfy the necessary Prequalification requirements to be the Applicant of that CMU, unless it transfers the CMU to an Acceptable Transferee that has satisfied the requirements of Rule 9.2.8, and the Capacity Agreement of the CMU must only transfer once these requirements are met.

9.2.10 Subject to Rule 9.2.10A, a Generating Unit comprised in a Generating CMU may not be transferred, sold or otherwise disposed of in whole or material part other than together with all other Generating Units comprised in such Generating CMU and, where applicable, together with the Capacity Agreement as contemplated in Rule 9.2.4(b)(i).

9.2.10A

(a) Rule 9.2.10 does not prevent the transfer, sale or disposal of a Generating Unit comprised in a Generating CMU where a Capacity Agreement has been issued in respect of that Generating CMU following the submission of an Application by a Despatch Controller under Rule 3.2.7, provided that:

(i) Despatch Control over the whole of the Generating CMU is retained by the Capacity Provider following such transfer, sale or disposal; and

(ii) the Capacity Provider submits an Aggregator Transfer Declaration and a Legal Owner Transfer Declaration, in each case signed by two directors (or officers, in the case of a body other than a company), to the Delivery Body as soon as reasonably practicable following the completion of such transfer, sale or disposal.

(b) If a Capacity Provider makes such a transfer, sale or disposal without complying with the conditions in paragraph (a), then Rule 6.10.1(n) applies.

9.2.11 The restrictions in Rules 9.2.5 and 9.2.10 do not prevent the grant or enforcement of Security over the Capacity Committed CMU and/or the Capacity Agreement for the purpose of securing the payment of any indebtedness to any lender or group of lenders (and whether or not acting through a trustee) provided that such Security is registered on the Capacity Market Register and any transfer, sale, entry into possession or other disposal that may occur on the enforcement of the Security may only be effected so that both the Capacity Committed CMU and the Capacity Agreement are transferred to the same person, who is an Acceptable Transferee.

9.3 Registration of transfers

9.3.1 Where a Capacity Agreement or Transferred Part is to be transferred in whole or in part from the Registered Holder to another person (the "Transferee") in accordance with Rule 9.2.4:

(a) the Registered Holder and the Transferee must each submit to the Delivery Body in writing requests which are:

(i) in the form prescribed by the Delivery Body; and

(ii) identical in all material respects;

at least five Working Days before the first calendar day to which a Capacity Obligation subject to the transfer relates;

(b) the Delivery Body must inform both the Registered Holder and the Transferee that the requests have been received and, in the event that the requests are not in the prescribed form and/or identical in all material respects, must draw this to their attention and give them the opportunity to correct the requests;

(c) the Delivery Body may refuse to accept an incorrect, ambiguous or incomplete request.

9.3.2 The Delivery Body must notify the Transferee, the previous Registered Holder and the CM Settlement Body once the Capacity Market Register has been amended in accordance with Rule 7.5.1(p).

9.3.3 The Transferee is not the Registered Holder until such time as the particulars of the Capacity Agreement or Transferred Part recorded in the Capacity Market Register identify the Transferee as such.

9.3.4 A transfer of a Capacity Agreement or Transferred Part has effect when it is entered in the Capacity Market Register in accordance with Rule 7.5.1(p).

9.4 Effect of transfer

9.4.1 Any transfer of a Capacity Agreement pursuant to Rule 9.2.4(a) results in the transfer of any obligation to pay penalties and any right to receive payments provided for in the Regulations or the Rules that attaches to the performance or failure to perform the transferred Capacity Obligation from the date of transfer to, in the case of a transfer pursuant to Rule 9.2.4(a), the end of the period of transfer.

9.4.2 To the extent that there are any outstanding amounts accrued or payable to or by the transferor due to its rights or obligations under the Capacity Agreement, the Regulations or the Rules at the date of transfer pursuant to Rule 9.2.4(a), those rights and obligations survive and the amounts are, or will when due be, payable to or by the transferor.

9.4.3 Any transfer of a Capacity Agreement together with the relevant CMU pursuant to Rule 9.2.4(b) transfers all rights and obligations, (including for the period prior to the date of transfer) to the transferee (and such rights and obligations survive).

9.4.4 Where a transfer of a CMU for which the Transferor is Insolvent has been effected under Rule 9.2.4(b), the Delivery Body must notify the CM Settlement Body and update the Capacity Market Register accordingly.

9.4A Effect of a Termination under Regulation 34A

9.4A.1 In respect of any transfer relating to a CMU Transferee in respect of which the Delivery Body has given a notice under Regulation 34A(2), the transfer shall have effect for a period ending with whichever is the earlier of:

(a) the CCS CFD Related Termination Date; or

(b) the end of the relevant Transfer Period.

9.5 Transfers and testing

9.5.1 A Capacity Committed CMU must satisfy the requirements of Rule 13.4.1 (and will be subject to the consequences set out in Rule 13.4.1) irrespective of whether some or all of the Capacity Obligations to which the testing requirements related have since been transferred pursuant to this Chapter 9, subject to this Rule 9.5.

9.5.2 In the case of a Capacity Committed CMU that has transferred part of its Capacity Obligation for the period from 1January to 30 April (both dates inclusive) of a Delivery Year under Rule 9.2.4(a), in Rule 13.4.1, for the words from "on three separate days" to the end, substitute "on three separate days (each a "Satisfactory Performance Day") of which at least two Satisfactory Performance Days must occur during the period from 1 October to 31 December (both dates inclusive) and one Satisfactory Performance Day must occur during the period from 1 January to 30 April (both dates inclusive) of the relevant Delivery Year".

9.5.3 In the case of a Capacity Committed CMU that has transferred all of its Capacity Obligation for the period from 1 January to 30 April (both dates inclusive) of a Delivery Year under Rule 9.2.4(a):

(a) in Rule 13.4.1, for the words "at least one Satisfactory Performance Day occurring during the period from 1 January to 30 April (both dates inclusive) of the relevant Delivery Year", substitute "at least one Satisfactory Performance Day occurring during the period from 1 May to 31 July (both dates inclusive) of the relevant Delivery Year"; and

(b) if the Capacity Committed CMU fails to satisfy the requirements of Rule 13.4.1 (as modified) in the relevant Delivery Year:

(i) Rule 13.4.1ZA(a) does not apply;

(ii) in Rule 13.4.1ZA(b), for the words "1 May in that Delivery Year until the earliest date that applies", substitute "1 August in that Delivery Year until the later of 30 September in that Delivery Year"; and

(iii) Rule 13.4.1ZB applies as if the Capacity Committed CMU had been subject to and failed to satisfy the requirements of Rule 13.4.1ZA(a).

9.5.4 In the case of a Capacity Committed CMU that has transferred all of its Capacity Obligation for the period from 1 January to 30 September (both dates inclusive) of a Delivery Year under Rule 9.2.4(a):

(a) in Rule 13.4.1, for the words "three separate days (each a "Satisfactory Performance Day") during the Winter of the relevant Delivery Year, with at least one Satisfactory Performance Day occurring during the period from 1 January to 30 April (both dates inclusive) of the relevant Delivery Year", substitute "two separate days (each a "Satisfactory Performance

Day") during the period from 1 October to 31 December (both dates inclusive) of the relevant Delivery Year";

(b) if the Capacity Committed CMU fails to satisfy the requirements of Rule 13.4.1 in the relevant Delivery Year:

(i) Rule 13.4.1ZA does not apply; and

(ii) Rule 13.4.1ZB applies as if the Capacity Committed CMU had been subject to and failed to satisfy the requirements of Rule 13.4.1ZA(a).

9.5.5 In the case of a CMU Transferee to which a Capacity Obligation has been transferred for a period that does not include any days during the period from 1 January to 30 April (both dates inclusive) of a Delivery Year, in Rule 13.4.1, omit the words "with at least one Satisfactory Performance Day occurring during the period from 1 January to 30 April (both dates inclusive) of the relevant Delivery Year".

9.5.6 In the case of a Capacity Committed CMU that has transferred all of its Capacity Obligation for an entire Delivery Year under Rule 9.2.4(a), Rule 13.4.1 does not apply to that Capacity Committed CMU in that Delivery Year.

9.5.7 In the case of a Capacity Committed CMU that has transferred all Capacity Agreements relating to that CMU outright under Rule 9.2.4(b) for a Delivery Year, Rule 13.4.1 does not apply to that Capacity Committed CMU in that Delivery Year.

9.5.8 A Capacity Committed CMU must satisfy the extended performance requirements in Rule 13.4A.2 taking account of Rule 13.4A.4(c) and 13.4A.4(d) (and will be subject to the consequences set out in Rule 13.4A) irrespective of whether some or all of the Capacity Obligations to which the extended performance requirements related have since been transferred pursuant to this Chapter 9, subject to this Rule 9.5.

9.5.9 In the case of a Capacity Committed CMU that has transferred part or all of its Capacity Obligation under Rule 9.2.4(a) for the period from 1 January to 30 April (both dates inclusive) of a Delivery Year:

(a) Rule 13.4A.2(a) is modified so that the Capacity Committed CMU must demonstrate extended performance:

(i) in the period from 1 October to 31 December of the relevant Delivery Year (both dates inclusive); or

(ii) in the period from 1 May to 31 July of the relevant Delivery Year (both dates inclusive); and

(b) if the Capacity Committed CMU fails to satisfy the requirements of 13.4A.2(a) (as modified):

(i) Rule 13.4A.7(a) does not apply;

(ii) in Rule 13.4A.7(b), for the words "from 1 May" to the end, substitute the words "from 31 July"; and

(iii) Rule 13.4A.8 applies as if the Capacity Committed CMU had been subject to and failed to satisfy the requirements of Rule 13.4A.7(a).

9.5.10 In the case of a Capacity Committed CMU that has transferred part or all of its Capacity Obligation under Rule 9.2.4(a) for the Winter of a Delivery Year:

(a) Rule 13.4A.2 is modified so that the Capacity Committed CMU must demonstrate extended performance in the period from 1 May to 31 July of the relevant Delivery Year (both dates inclusive); and

(b) If the Capacity Committed CMU fails to satisfy the requirements of 13.4A.2(a) (as modified):

(i) Rule 13.4A.7(a) does not apply;

(ii) in Rule 13.4A.7(b), for the words “from 1 May” to the end, substitute “from 31 July”; and

(iii) Rule 13.4A.8 applies as if the Capacity Committed CMU had been subject to and failed to satisfy the requirements of Rule 13.4A.7(a).

9.5.11 In the case of a Capacity Committed CMU that has transferred all Capacity Agreements relating to that CMU outright under Rule 9.2.4(b) for a Delivery Year, Rule 13.4A.2 does not apply to that Capacity Committed CMU in that Delivery Year.

9.5.12 In the case of a Transferee to which a Capacity Obligation has been transferred for a period that does not include any days during Winter of a Delivery Year, for Rule 13.4A.2(a), substitute:

“(a) at least once during the period from 1 May to 30 September (both dates inclusive); and”.

CHAPTER 10: VOLUME REALLOCATION

10 Volume Reallocation

10.1 Purpose of this Chapter and Interpretation

10.1.1 This Chapter sets out the basis on which Capacity Providers or CMVR Registered Participants may allocate Traded Capacity Market Volume from one CMU to another CMU by submitting CMVRNs to the CM Settlement Body.

10.1.2 In this Chapter, "WD" followed by a number means:

(a) in relation to a calendar month, the Working Day falling that number of Working Days after the end of the calendar month; and

(b) in relation to a CMVRN, the Working Day falling that number of Working Days after the end of the calendar month in which the Settlement Period to which the CMVRN relates occurred.

10.1.3 In this Chapter a "Contract Trading Party" is a Capacity Provider or CMVR Registered Participant who participates in volume reallocation under this Chapter.

10.1A CMVR Registered Participant

10.1A.1 A person ("P") who is an Acceptable Transferee in respect of a CMU within the meaning of Rule 9.2.6, 9.2.7 or 9.2.8 may apply to be registered as a "CMVR Registered Participant" for a Delivery Year or, if it has commenced, so much of the Delivery Year that remains, by giving notice to the Delivery Body:

(a) stating that P wishes to participate in volume reallocation under this Chapter;

(b) specifying the Delivery Year for which P wishes to be so registered; and

(c) specifying the CMU in respect of which the application is made.

10.1A.2 If the Delivery Body is satisfied that the application satisfies the conditions in Rule 10.1A.1:

(a) P's registration as a CMVR Registered Participant is to take effect five Working Days after the notice under Rule 10.1A.1 is given to the Delivery Body; and

(b) the Delivery Body must as soon as possible and in any event no later than 9 working days after the end of the month in which the application was made:

(i) notify the Settlement Body of the application; and

(ii) publish the following information:

(aa) that P is a CMVR Registered Participant for the Delivery Year specified in the application,

(bb) the effective date of P's registration; and

(cc) details of the CMU in respect of which P is so registered (the "CMVR Registered CMU").

10.2 Capacity Market Volume Reallocation Notification

10.2.1 Subject to the provisions of this Chapter, a Capacity Provider or CMVR Registered Participant may, in respect of a CMU ("the CMVR Transferor"), allocate any or all of the Volume Eij of that CMU to another CMU (the "CMVR Transferee") by way of a CMVRN.

10.2.1A Before becoming a CMVR Transferee, the CMVR Registered Participant must provide metering information to the CM Settlement Body, complete a Metering Assessment and, where applicable, hold a Metering Test Certificate.

10.2.2 A CMVRN may only be submitted by a Capacity Provider or CMVR Registered Participant, or its Agent, in accordance with this Chapter 10.

10.2.3 A CMVRN must specify:

(a) The Capacity Provider, or CMVR Registered Participant, and its CMVR Transferor to which the CMVRN relates;

(b) the Capacity Provider, or CMVR Registered Participant, and its CMVR Transferee to which the CMVRN relates;

(c) one or more Settlement Period to which the CMVRN relates;

(d) the Traded Capacity Market Volume in accordance with Rule 10.4.1; and

(e) a CMVRN identifier provided by the Contract Trading Party in accordance with guidance to be produced by the CM Settlement Body from time to time.

10.2.4 A CMVRN is valid if and only if:

(a) it is submitted on a Working Day which falls on or between WD21 and WD33;

(b) the Settlement Period or Periods specified in accordance with Rule 10.2.3(c) was or were a System Stress Event;

(c) the Traded Capacity Market Volume specified in the CMVRN is not in breach of Rule 10.4.1; and

(d) it is made in accordance with Rules 10.2.5 and 10.2.6.

10.2.5 A CMVRN must be submitted by:

(a) the Capacity Provider which is party to the Capacity Agreement relating to that CMU, or the Agent of such Capacity Provider;

(b) the CMVR Registered Participant who is an Acceptable Transferee within the meaning of Rule 9.2.6, 9.2.7 or 9.2.8 in respect of that CMU or the Agent of such CMVR Registered Participant.

10.2.6 A CMVRN must:

(a) be submitted in the form prescribed by the CM Settlement Body set out in guidance to be produced by the CM Settlement Body from time to time; and

(b) be duly completed and contain all information requested on the form, including the information described at Rule 10.2.3.

10.2.7 A valid CMVRN received in accordance with this Chapter 10 comes into force when it is Matched.

10.2.8 The CM Settlement Body must:

(a) validate (as to compliance with the requirements in Rule 10.2.4) each CMVRN submitted to it); and

(b) match Settlement Periods where the requirements of Rule 10.3 are met.

10.2.9 The CM Settlement Body must inform the person (being an Agent or Contract Trading Party) who submitted a CMVRN if it does not validate a CMVRN submitted to it pursuant to Rule 10.2.8.

10.3 Matching

10.3.1 For the purposes of this Rule 10.3:

(a) in relation to a CMVRN, the "corresponding" CMVRN is the CMVRN submitted by the other Contract Trading Party relating to the same CMUs and using the same CMVRN identifier; and

(b) a "matched" Settlement Period is a Settlement Period in relation to which the requirements of Rule 10.3.2 are satisfied.

10.3.2 In relation to a CMVRN, a Settlement Period will be matched if and only if:

(a) the CMVRN is valid;

(b) the corresponding CMVRN is valid; and

(c) the Traded Capacity Market Volume for the Settlement Period specified in the CMVRN and the corresponding CMVRN are the same.

10.3.3 The CM Settlement Body must issue a notification report for a Matched CMVRN to the person who submitted that CMVRN as soon as practicable after it is Matched.

10.4 Traded Capacity Market Volume

10.4.1 A CMVRN must specify, for each Settlement Period, a MWh value which:

(a) in the case of the CMVR Transferee, is a positive number and in the case of a CMVR Transferor, is a negative number;

(b) in the case of a CMVR Transferor in respect of which there was an Initial Under-Delivery Volume, when reflected in Adjusted E_{ij} of the CMVR Transferor in respect of the Settlement Period to which that CMVRN relates at the time that the CMVRN becomes effective, does not result in:

(i) Remaining Under-Delivery Volume which exceeds the Initial Under-Delivery Volume of that CMVR Transferor; and

(ii) a Remaining Over-Delivery Volume;

(c) in the case of a CMVR Transferor in respect of which there was an Initial Over-Delivery Volume, when reflected in Adjusted Eij of the CMVR Transferor in respect of the Settlement

Period to which that CMVRN relates at the time that the CMVRN becomes effective, does not result in:

(i) a Remaining Over-Delivery Volume which exceeds the Initial Over-Delivery Volume of that CMVR Transferor; or

(ii) a Remaining Under-Delivery Volume;

(d) in the case of a CMVR Transferee in respect of which there was an initial Over-Delivery Volume, when reflected in Adjusted Eij of the CMVR Transferee in respect of the Settlement Period to which that CMVRN relates at the time that the CMVRN becomes effective, does not result in:

(i) a Remaining Over-Delivery Volume which exceeds the Initial Over- Delivery Volume of that CMVR Transferee;

(e) in the case of a CMVR Transferee in respect of which there was an initial Under-Delivery Volume, when reflected in Adjusted Eij of the CMVR Transferee in respect of the Settlement Period to which that CMVRN relates at the time that the CMVRN becomes effective, does not result in:

(i) a Remaining Over-Delivery Volume.

10.4.2 For each CMU i, and Settlement Period j, the Aggregate Traded Capacity Market Volume ($ACMV_{ij}$) from time to time will be determined as follows:

$ACMV_{ij} = \Sigma_z CMV_{zij}$

where the summation on z extends to all CMVRNs in force at that time.

10.5 Information

10.5.1 By 5:30pm on WD20, the CM Settlement Body must publish on the Capacity Volume Register, for each Settlement Period in the previous calendar month which was a System Stress Event and in respect of each CMU, using the most recent data provided to it under Regulation 36 and calculated in accordance with Regulation 39:

(a) Eij;

(b) the ALFCO;

(c) (if any) the Initial Over-Delivery Volume; and

(d) (if any) the Initial Under-Delivery Volume.

10.5.2 The CM Settlement Body must determine the Aggregate Traded Capacity Market Volume and Adjusted Eij for each CMU and submit this data to the Capacity Volume Register no later than 5:30pm on each Settlement Day from WD21 to WD33inclusive.

10.5.3 If the CM Settlement Body receives updated data for Eij during the period from WD21 to WD33 inclusive in respect of its calculations under Regulation 39, it must take account of this updated data in determining the Aggregated Trading Capacity Market Volume and Adjusted Eij for each CMU under Rule 10.5.2.

10.6 Failures of the CM Settlement Body System

10.6.1 For the purposes of this Rule 10.6, a "CM Settlement Body System Failure" means a failure or breakdown of the system used by the CM Settlement Body to receive and process CMVRNs and update the Capacity Volume Register which has the effect that the CM Settlement Body is unable to receive CMVRNs submitted to it by all or any Capacity Providers and/or (as the case may be) to send the notification report in Rule 10.3.3 within 24 hours after a CMVRN is Matched or to update the Capacity Volume Register in accordance with Rule 10.5.2.

10.6.2 Where a CM Settlement Body System Failure occurs the CM Settlement Body must use all reasonable efforts as soon as practicable to notify all Agents and all Capacity Providers that have no Agent:

(a) of the failure and the time at which it started; and

(b) after the end of the CM Settlement Body System Failure, that the failure has ended.

10.6.3 The CM Settlement Body must resume its functions under this Chapter 10 as soon as practicable after the end of a CM Settlement Body System Failure.

CHAPTER 11: TRANSITIONAL ARRANGEMENTS

11 Omitted

CHAPTER 12: MONITORING

12 Monitoring

12.1 Purposes of this Chapter

12.1.1 The Rules govern the provision of information to and monitoring of Capacity Providers by the Delivery Body and the Administrative Parties.

12.2 Monitoring of construction progress of Prospective CMUs

12.2.1 The Capacity Provider of any Prospective CMU must, no less frequently than every six months from the first 1st of June after the Capacity Market Agreement was awarded until such time as the Substantial Completion Milestone is achieved, or the Capacity Agreement terminates or a Non-completion Notice is issued, deliver to the Delivery Body a progress report specifying, for each Generating Unit or Electricity Interconnector comprising such CMU:

(a) a schedule identifying the earliest and latest dates on which each of the Construction Milestones are then expected to be achieved and in each case the most likely date within the specified range, with an explanation of any material change in such dates since the last report (where for that purpose a change in date is “material” when the new date is at least two months later than the date stated under Rule 3.7.2(b), and an explanation which gives more than one reason for the change must include an estimate of how much of the change is attributable to each reason);

(aa) an overarching non-technical summary of progress in relation to each such Generating Unit or Electricity Interconnector; and

(b) any material changes to the works described in the Construction Plan;

(c) omitted;

(ca) Material change when described in 12.2.1(b) refers to:

(i) omitted;

(ii) any change to information stated in Rules: 3.1.2(a); 3.4.3(a), where permitted;

(iii) any change to metering arrangements or assessment; and

(iv) any change of location described in Rule 8.3.7.

(d) a certificate from two directors of the Capacity Provider (or two officers, in the case of a Capacity Provider other than a company) stating that they believe the report to give a fair view of the matters described above.

12.2.1A Omitted.

12.2.1B A progress report under Rule 12.2.1 must also be delivered 3 months and 9 months after the date of the Capacity Auction; but in relation to those additional reports there shall be no requirement for:

(a) omitted;

(b) a remedial plan under Rule 12.2.4.

If the period between the three-month progress report and the 1st of June, or the nine-month progress report and the 1st of December, is less than 40 working days the Capacity Provider will be required to submit only the progress report due on 1st of June, or 1st of December, as applicable.

12.2.1C The Delivery Body must provide a copy of each report under Rule 12.2.1 to the Secretary of State and the Authority within 5 Working Days of its receipt.

12.2.2 The Delivery Body must monitor the construction of Prospective CMUs by reviewing the progress reports provided to the Delivery Body under Rule 12.2.1.

12.2.3 The Delivery Body may seek further information from a Capacity Provider with respect to any of the matters described in a progress report provided under Rule 12.2.1 or any other matter relating to the construction or refurbishment of each of the Generating Units, or the Electricity Interconnector, comprising such Prospective CMU, and the Capacity Provider must give the Delivery Body such further information as soon as reasonably practicable.

12.2.4 Where it is apparent from a progress report that the latest date on which a Prospective CMU is expecting to achieve the Substantial Completion Milestone is later than the first day of the relevant Delivery Year, the Delivery Body must request the Capacity Provider to provide it with a remedial plan which demonstrates that steps can and will be taken to accelerate the programme such that the latest date on which the Substantial Completion Milestone is expected to be reached is the first day of the relevant Delivery Year. The relevant Capacity Provider must use all reasonable endeavours to provide a remedial plan meeting such requirements and the remedial plan must be accompanied by:

(a) a commentary from an Independent Technical Expert addressing whether the remedial plan is achievable; and

(b) a certificate from two directors of the Capacity Provider (or officers, in the case of a Capacity Provider other than a company) stating that they believe the remedial plan is fair and achievable.

12.2.5 A Capacity Provider must provide a remedial plan where requested by the Delivery Body as soon as reasonably practicable and in any event within no more than 120 days. Where a Capacity Provider fails to provide a remedial plan meeting the requirements of Rule 12.2.4 (or the accompanying commentary and certificate), the Delivery Body must notify the Secretary of State and the Authority.

12.2.6 A Capacity Provider must afford an Independent Technical Expert providing an assessment for any purposes under the Rules with reasonable access to the books and records of the Capacity Provider and to the Site of the Generating Unit, or Electricity Interconnector, as and when reasonably requested by the Independent Technical Expert, but subject to such reasonable conditions as to access time and supervision as the Capacity Provider may impose.

12.3 Monitoring of Capacity Providers

12.3.1 A Capacity Provider must permit the Delivery Body or any of its officers, agents or representatives (and any Independent Technical Expert appointed for the purposes of this Chapter 12), at reasonable times and intervals and upon reasonable notice to:

(a) inspect and photocopy extracts from any books and records held by the Capacity Provider which are relevant to the delivery of Capacity Obligations by its Capacity Committed CMUs;

(b) to meet with the Capacity Provider's officers and auditors for the purpose of discussing its obligations under the Regulations and the Rules; and

(c) visit any of its offices for the purposes of facilitating the matters referred to in (a) and (b) above.

12.3.2 A Capacity Provider must bear any costs it incurs as a result of the Capacity Provider taking any of the steps referred to in Rule 12.3.1.

12.3.3 Where a Capacity Provider is required to provide information to the Delivery Body in accordance with Chapter 8, the Delivery Body may request the Capacity Provider to provide further information for the purposes of verifying that the information required to be provided is in accordance with the obligations imposed upon the Capacity Provider by Rule 8.3, and the Capacity Provider must do so.

12.4 Further monitoring obligations

12.4.1 Further monitoring obligations may be specified in the Auction Guidelines.

12.5 Provision of information for monitoring purposes

12.5.1 Upon request, an Applicant, Bidder or Capacity Provider must provide such information and assistance as an Administrative Party reasonably requires in order to enable it to discharge the monitoring obligations imposed on that Administrative Party by the Regulations, the Rules or the Auction Guidelines.

CHAPTER 13: TESTING REGIME

13 Testing Regime

13.1 Purpose of this Chapter

The Rules prescribe the procedures for:

13.1.1 the DSR Test and Joint DSR Test;

13.1.2 the Metering Test;

13.1.3 the demonstration of satisfactory performance by Capacity Committed CMUs;

13.1.3A the demonstration of extended performance by Capacity Committed CMUs in a Storage Generating Technology Class; and

13.1.4 the Site Audit.

13.2 DSR Test

13.2.1 Each DSR CMU must carry out either a:

(a) DSR Test in accordance with this Rule 13.2; or

(b) Joint DSR Test in accordance with Rule 13.2B.

13.2.2 A DSR CMU can participate in a DSR Test:

(a) prior to the commencement of the Prequalification Window for a Capacity Auction (in which case the DSR CMU may submit an Application for Prequalification as a Proven DSR CMU);

(b) after the award of a Capacity Agreement but by no later than one month prior to the commencement of the Delivery Year for that Capacity Agreement (in which case the DSR CMU must submit an Application for Prequalification as an Unproven DSR CMU);

(c) where Rules 8.3.4(b) or 8.3.4(e) apply, prior to the commencement of the subsequent Delivery Year, and after the final notification of component additions and/or removals; or

(d) in the case of an Unproven DSR CMU that has been awarded a Capacity Agreement of a duration exceeding one Delivery Year, up to the date falling one month before the commencement of the second Delivery Year to which the Capacity Auction relates.

13.2.3 No DSR Test may take place during the Prequalification Assessment Window for any Capacity Auction.

13.2.4 A DSR Test is the same regardless of whether it is carried out pursuant to Rule 13.2.2(a) 13.2.2(b), 13.2.2(c) or 13.2.2(d).

13.2.5 In order to carry out a DSR Test with respect to a DSR CMU, an Applicant or Capacity Provider (as applicable) must, by the deadline specified in paragraph (c), provide the CM Settlement Body with:

(a) the Meter Point Administration Number(s) of the meters for that site and/or connection point, and details of any other meters necessary to identify and monitor the DSR from any DSR CMU Component in relation to the DSR CMU; and

(b) with regard to a DSR CMU that is not a BM Unit either:

(i) the Metering Test Certificate for the DSR CMU, in which case each DSR CMU Component comprised in the DSR CMU will be measured against the metering configuration specified for that DSR CMU Component in the Metering Test Certificate; or

(ii) where no Metering Test Certificate has been issued for the DSR CMU, confirmation of the Approved Metering Solution that each DSR CMU Component is to be measured against.

(c) the deadline specified in this paragraph is:

(i) in respect of a Capacity Agreement awarded in a T-4 Auction to an Unproven DSR CMU, 20 Working Days before the relevant deadline in Rule 13.2.2(b) or (d);

(ii) in respect of a Capacity Agreement awarded in a T-1 Auction to an Unproven DSR CMU, 10 Working Days before the relevant deadline in Rule 13.2.2(b);

(iii) where Rules 8.3.4(b) or 8.3.4(e) apply, prior to carrying out a DSR Test in accordance with the relevant deadline in Rule 13.2.2(c), and after the final notification of component additions and/or removals;

(iv) in any other case, prior to carrying out the DSR Test.

13.2.5A The CM Settlement Body must confirm to the Delivery Body that they have received information required in accordance with 13.2.5(a) or 13.2.5(b).

13.2.6 Following the submission of the information referred to in Rule 13.2.5 above, the Applicant or Capacity Provider (as applicable) must for each DSR CMU either:

(a) prior to Prequalification only, provide

(i) historic information to the Delivery Body that identifies three separate Settlement Periods or DSR Alternative Delivery Periods within the 2 years prior to the start of the Prequalification Window in which:

(aa) a Baseline Demand can be calculated for each DSR CMU Component of the DSR CMU; and

(bb) the DSR CMU delivered a positive DSR Volume (net of any related imports) in discharge of an obligation to deliver a balancing service;

(ii) a calculation of the DSR Volume of the DSR CMU which is thereby evidenced in each such Settlement Period or DSR Alternative Delivery Period, including the adjustment for Line Loss Factors, the lowest of which will be doubled to determine the Proven DSR Capacity of the DSR CMU; and

(iii) a letter from the Distribution Network Operator confirming the Line Loss Factor methodology statement and calculated values in the three periods identified pursuant to Rule 13.2.6(a), and, where applicable, a letter from the owner of the Unlicensed Network confirming the electrical loss factor

methodology statement and calculated values in the three periods identified pursuant to Rule 13.2.6(a); or

(b) give the Delivery Body no less than 2 Working Days' notice of its intention to test activate the DSR CMU and of the Settlement Period in which such activation will be carried out.

13.2.6A For the purposes of Rule 13.2.6(a):

(a) a DSR Alternative Delivery Period may be identified by a CMU only where:

(i) that CMU is metered using a higher time sampling frequency than half-hourly;

(ii) the metered data is available to the Applicant or Capacity Provider; and

(iii) the metered data is made available to the Delivery Body in a format specified by the Delivery Body; and

(b) the calculation of DSR Volume may, where applicable, be made by substituting Settlement Period with DSR Alternative Delivery Period where that term is specified under Rule 1.2

13.2.7 The Delivery Body may:

(a) at any time up to 4 hours prior to the relevant Settlement Period, instruct the Applicant or Capacity Provider (with a copy to the CM Settlement Body) not to activate the DSR CMU in that Settlement Period for any reason, provided that no more than two instructions may be submitted by the Delivery Body to an Applicant or Capacity Provider under this Rule 13.2.7(a) for any proposed DSR Test; and

(b) at any time, instruct the Applicant or Capacity Provider (with a copy to the CM Settlement Body) not to activate the DSR CMU in that Settlement Period if the System Operator has issued an Emergency Instruction in respect of that Settlement Period;

and, on receipt of such instruction, the Applicant or Capacity Provider:

(i) if received no later than 4 hours prior to the Settlement Period, must not activate, and otherwise must seek to not activate or de-activate (as applicable), the DSR CMU; and

(ii) may submit a new notice under Rule 13.2.6(a) above, taking into consideration any reasons given by the Delivery Body in a notice issued under (a) or (b) above.

13.2.8 The Delivery Body's rights to give any instruction under Rule 13.2.7 apply notwithstanding that the effect may be to prevent a DSR Test Certificate from being issued prior to any deadline applicable to the Applicant or Capacity Provider under the Regulations or the Rules.

13.2.9 Within 5 Working Days of:

(a) receipt of historic information under Rule 13.2.6(a) above; or

(b) receipt of data from the CM Settlement Body regarding Metered Volumes at the relevant meters during the relevant Settlement Periods referred to in Rule 13.2.6(b), the Delivery Body must, for each of the relevant Settlement Periods or DSR Alternative Delivery Periods

in the case of Rule 13.2.6(a) above and for the activation Settlement Period in the case of Rule 13.2.6(b), notify the Applicant or Capacity Provider of its verified calculations of:

(i) Baseline Demand;

(ii) the DSR evidenced (which can be zero); and

(iii) the Proven DSR Capacity calculated by multiplying the DSR by two (and in the case of Rule 13.2.6(a) using the Settlement Period or DSR Alternative Delivery Periods which evidenced the lowest DSR).

13.2.10 The Applicant or Capacity Provider (as applicable) may, within 2 Working Days of receiving a notice from the Delivery Body pursuant to Rule 13.2.9, issue a notice under Rule 13.2.6(b) above, in which case Rules 13.2.7 to 13.2.9 above once again apply provided that the Applicant or Capacity Provider (as applicable) may only exercise the right to require a retest pursuant to this Rule on one occasion. To the extent such right is exercised, the outcome of the second DSR Test will be conclusive as to the Proven DSR Capacity of the relevant DSR CMU even if such outcome demonstrates a lower Proven DSR Capacity than the first DSR Test.

13.2.11 Within five Working Days of receipt of the notice under Rule 13.2.9, and provided that no notice has been issued under Rule 13.2.10, if applicable, the Delivery Body must issue a DSR Test Certificate to the Applicant or Capacity Provider (as applicable):

(a) confirming that the DSR Test has occurred;

(b) setting out the Proven DSR Capacity of the DSR CMU, which must be that notified by the Delivery Body pursuant to Rule 13.2.9; and

(c) detailing the metering configuration for each DSR CMU Component comprised in the DSR CMU.

13.2.12 Except as provided in 13.2.12B, a DSR Test Certificate issued pursuant to this Rule 13.2 will only be valid for the DSR CMU for so long as the details relating to the configuration of such DSR CMU as detailed pursuant to Rule 13.2.5 remain valid. In the event that the DSR CMU configuration changes, such DSR CMU will be deemed to be an Unproven DSR CMU, subject to Rule 8.3.4(n), until such time as a new DSR Test Certificate has been issued.

13.2.12A Subject to Rule 13.2.12 and 13.2.14, a DSR Test Certificate issued pursuant to this Rule 13.2 will remain valid if the Applicant in respect of a DSR CMU submits an Application for the same resource in a subsequent Capacity Auction and provides confirmation in accordance with Rule 3.10.3 unless one or more DSR CMU components have been added to and/or removed from the DSR CMU pursuant to Rule 8.3.4 since the DSR Test Certificate was issued (in which case Rule 8.3.4(n) applies).

13.2.12B In the event that the metering configuration details provided pursuant to Rule 13.2.5 change, then the Capacity provider must notify the CM Settlement Body as soon as practicable.

13.2.12C Within five Working Days of notification to the CM Settlement Body under Rule 13.2.12B, a Capacity Provider must, for each DSR CMU Component where metering configuration details differ from those provided pursuant to Rule 13.2.5:

(a) omitted;

(b) complete a Metering Assessment in relation to that CMU.

13.2.12D If, as a consequence of Rule 13.2.12C(b), a Capacity Provider has been informed, pursuant to Rule 8.3.3(c)(i), that a Metering Test is required, then a Capacity Provider must obtain a Metering Test Certificate within forty Working Days from the date of notification under Rule 8.3.3(c)(i).

13.2.12E Where one or more notifications have been made to and the Settlement Body pursuant to Rule 13.2.12B, the DSR Test Certificate for the relevant DSR CMU shall:

(a) remain valid for the duration of the Capacity Agreement in respect of which the CMU carried out the DSR Test; and

(b) not be valid after the end of that Capacity Agreement, and a new DSR Test Certificate will be required for any subsequent Delivery Year no later than six weeks prior to that Delivery Year.

13.2.13 The Delivery Body shall notify the CM Settlement Body of the outcome of any DSR Test carried out pursuant to this Rule 13.2.

13.2.14 Except as provided for by Rules 13.2.12E and 13.2B.23, a DSR Test Certificate will be invalidated if the Metering Test Certificate for a DSR CMU specifies a different metering configuration for any DSR CMU Component comprised in the DSR CMU than that specified in the DSR Test Certificate.

13.2A New DSR Test

13.2A.1 Rule 13.2A.2 applies where a Capacity Provider has a DSR Test Certificate and the CM Settlement Body has notified the Delivery Body under Rule 13A.2.4(c), 13A.2.7(c), 13A.3.4(d), 13A.3.7(c), 13A.4.5(d), 13A.4.8(c), 13A.5.4(c) or Rule 13A.5.7(c) that the Metering Test Certificate is invalid and that a new DSR Test is required.

13.2A.2 Where this Rule 13.2A.2 applies, the Delivery Body must notify the Capacity Provider that a new DSR Test must be carried out.

13.2A.3 To enable the Delivery Body to carry out a new DSR Test with respect to the relevant DSR CMU, the Capacity Provider must provide the CM Settlement Body with the information set out in Rule 13.2.5(a) and 13.2.5(b)(i).

13.2A.4 Following the submission of the information referred to in Rule 13.2A.3, the Capacity Provider must for each DSR CMU comply with Rule 13.2.6(b).

13.2A.5 If the Capacity Provider complies with Rule 13.2.6(b), Rules 13.2.7 and 13.2.8 apply.

13.2A.6 The Delivery Body must for the activation Settlement Period in the case of Rule 13.2.6(b) notify the Capacity Provider of its verified calculations of:

(a) Baseline Demand;

(b) the DSR evidenced (which can be zero); and

(c) the Proven DSR Capacity calculated by multiplying the DSR by two.

13.2A.7 The Delivery Body must comply with the requirement in Rule 13.2A.6 within 5 Working Days of receipt of data from the CM Settlement Body regarding Metered Volumes at the relevant meters during the Settlement Period referred to in Rule 13.2.6(b).

13.2A.8 The Capacity Provider may, within 2 Working Days of receiving a notice from the Delivery Body pursuant to Rule 13.2A.6, issue a notice under Rule 13.2.6(b).

13.2A.9 If a Capacity Provider issues a notice under Rule 13.2A.8, Rules 13.2.6(b), 13.2.7 and 13.2A.6 apply provided that the Capacity Provider may only exercise the right to require a retest pursuant to this Rule on one occasion.

13.2A.10 Where a Capacity Provider exercises the right to require a re-test pursuant to Rule 13.2A.9, the outcome of the second DSR Test will be conclusive as to the Proven DSR Capacity of the relevant DSR CMU even if such outcome demonstrates a lower Proven DSR Capacity than the first DSR Test.

13.2A.11 Within five Working Days of receipt of the notice under 13.2A.6, and provided that no notice has been issued under Rule 13.2A.8, the Delivery Body must issue a new DSR Test Certificate to the Capacity Provider:

(a) confirming that a new DSR Test has occurred;

(b) setting out the new Proven DSR Capacity of the DSR CMU, which must be that notified by the Delivery Body pursuant to Rule 13.2A.6; and

(c) detailing the metering configuration for each DSR CMU Component comprised in the DSR CMU.

13.2A.12 The Delivery Body shall:

(a) notify the CM Settlement Body of the outcome of any new DSR Test carried out pursuant to this Rule 13.2A; and

(b) update the Capacity Market Register in accordance with Rules 7.5.1(j) and (v).

13.2B Joint DSR Test

13.2B.1 An Applicant or Capacity Provider may, by notification to the Delivery Body, nominate more than one DSR CMU for a Joint DSR Test, provided the relevant DSR CMUs are Unproven DSR CMUs and have the same Applicant or Capacity Provider.

13.2B.2 A DSR CMU can participate in a Joint DSR Test:

(a) prior to the commencement of the Prequalification Window for a Capacity Auction (in which case each DSR CMU may submit an Application for Prequalification as a Proven DSR CMU);

(b) after the award of a Capacity Agreement but by no later than one month prior to the commencement of the Delivery Year for that Capacity Agreement (in which case each DSR CMU must submit an Application for Prequalification as an Unproven DSR CMU);

(c) where Rules 8.3.4(b) or 8.3.4(e) apply, prior to the commencement of the subsequent Delivery Year, and after the final notification of component additions and/or removals; or

(d) in the case of an Unproven DSR CMU that has been awarded a Capacity Agreement of a duration exceeding one Delivery Year, the date falling one month before the commencement of the second Delivery Year to which the Capacity Auction relates.

13.2B.3 No Joint DSR Test may take place during the Prequalification Assessment Window for any Capacity Auction.

13.2B.4 A Joint DSR Test is the same regardless of whether it is carried out pursuant to Rule 13.2B.2(a), 13.2B.2(b), 13.2B.2(c) or 13.2B.2(d).

13.2B.5 In order to carry out a Joint DSR Test with respect to a group of DSR CMUs, an Applicant or Capacity Provider (as applicable) must, by the deadline specified in paragraph (c), provide the CM Settlement Body with:

(a) the Meter Point Administration Number(s) of the meters for that site and/or connection point, and details of any other meters necessary to identify and monitor the DSR from any DSR CMU Component in relation to each DSR CMU participating in the Joint DSR Test; and

(b) with regard to a DSR CMU that is not a BM Unit either:

(i) the Metering Test Certificate for each DSR CMU, in which case any DSR CMU Component comprised in the DSR CMU will be measured against the metering configuration specified for that DSR CMU Component in the Metering Test Certificate; or

(ii) where no Metering Test Certificate has been issued for one or more DSR CMU, confirmation of the Approved Metering Solution that each DSR CMU Component is to be measured against.

(c) The deadline specified in this paragraph is:

(iii) in respect of a Capacity Agreement awarded in a T-4 Auction to an Unproven DSR CMU, 20 Working Day before the relevant deadline in Rule 13.2B.2(b) or (d);

(iv) In respect of a Capacity Agreement awarded in a T-1 Auction to an Unproven DSR CMU, 10 Working Day before the relevant deadline in Rule 13.2B.2(b);

(v) where Rules 8.3.4(b) or 8.3.4(e) apply, prior to carrying out a Joint DSR Test in accordance with the relevant deadline in Rule 13.2B.2(c), and after the final notification of component additions and/or removals;

(vi) in any other case, prior to carrying out the Joint DSR Test.

13.2B.5A The CM Settlement Body must confirm within 5 days to the Delivery Body that they have received information required in accordance with 13.2B.5(a) or 13.2B.5(b).

13.2B.6 Following the submission of the information referred to in Rule 13.2B.5 above, the Applicant or Capacity Provider (as applicable) must:

(a) for each DSR CMU nominated for the Joint DSR Test, and prior to Prequalification only, provide

(i) historic information to the Delivery Body that identifies the same three separate Settlement Periods or DSR Alternative Delivery Periods within the 2 years prior to the start of the Prequalification Window in which:

(aa) a Baseline Demand can be calculated for each DSR CMU Component of the relevant DSR CMU; and

(bb) the DSR CMU delivered a positive DSR Volume (net of any related imports) in discharge of an obligation to deliver a balancing service;

(ii) a calculation of the DSR Volume of the DSR CMU which is thereby evidenced in each such Settlement Period or DSR Alternative Delivery Period, including the adjustment for Line Loss Factors, the lowest of which will be doubled to determine the Proven DSR Capacity of the relevant DSR CMU; and

(iii) a letter from the Distribution Network Operator confirming the Line Loss Factor methodology statement and calculated values in the three periods identified pursuant to Rule 13.2B.6(a), and, where applicable, a letter from the owner of the Unlicensed Network confirming the electrical loss factor methodology statement and calculated values in the three periods identified pursuant to Rule 13.2B.6(a); or

(b) give the Delivery Body no less than two Working Days' notice of its intention to test activate the relevant DSR CMUs and of the Settlement Period(s) in which such activation will be carried out; and

(c) give the relevant DNO(s) no less than two Working Days' notice of its intention to test activate the relevant DSR CMUs and of the Settlement Period(s) in which such activation will be carried out.

13.2B.6A For the purposes of Rule 13.2B.6(a):

(a) a DSR Alternative Delivery Period may be identified by a CMU only where:

(i) that CMU is metered using a higher time sampling frequency than half-hourly; and

(ii) the metered data is available both to the Applicant or Capacity Provider and to the Delivery Body.

(b) the calculation of DSR Volume may, where applicable, be made by substituting Settlement Period with DSR Alternative Delivery Period where that term is specified under Rule 1.2.

13.2B.7 The Delivery Body may:

(a) at any time up to 4 hours prior to the relevant Settlement Period, instruct the Applicant or Capacity Provider (with a copy to the CM Settlement Body) not to activate any relevant DSR CMU in that Settlement Period for any reason, provided that no more than two instructions may be submitted by the Delivery Body to an Applicant or Capacity Provider under this Rule 13.2B.7(a) for any proposed Joint DSR Test; and

(b) at any time, instruct the Applicant or Capacity Provider (with a copy to the CM Settlement Body) not to activate any relevant DSR CMU in that Settlement Period if the System Operator has issued an Emergency Instruction in respect of that Settlement Period;

and, on receipt of such instruction, the Applicant or Capacity Provider:

(i) if received no later than 4 hours prior to the Settlement Period, must not activate, and otherwise must seek to not activate or de-activate (as applicable), the relevant DSR CMU; and

(ii) may submit a new notice under Rule 13.2B.6(a) above, taking into consideration any reasons given by the Delivery Body in a notice issued under (a) or (b) above.

13.2B.8 The Delivery Body's rights to give any instruction under Rule 13.2B.7 apply notwithstanding that the effect may be to prevent a DSR Test Certificate from being issued prior to any deadline applicable to the Applicant or Capacity Provider under the Regulations or the Rules.

13.2B.9 Within five Working Days of:

(a) receipt of historic information under Rule 13.2B.6(a) above; or

(b) receipt of data from the Settlement Body regarding Metered Volumes at the relevant meters during the Settlement Periods referred to in Rule 13.2B.6(b),

the Delivery Body must, for each of the relevant Settlement Periods or DSR Alternative Delivery Periods in the case of Rule 13.2B.6(a) above and for the activation Settlement Period in the case of Rule 13.2B.6(b), notify the Applicant or Capacity Provider of, for each DSR CMU nominated for the Joint DSR Test, its verified calculations of:

(i) Baseline Demand;

(ii) the DSR evidenced (which can be zero);

(iii) a value, calculated by multiplying the DSR by two (and in the case of Rule 13.2B.6(a) using the Settlement Period or DSR Alternative Delivery Periods which evidenced the lowest DSR), which is equivalent to the calculation for Proven DSR Capacity of a DSR CMU in the case of a DSR Test under Rule 13.2; and

(iv) the Proven DSR Capacity of each DSR CMU nominated as part of the Joint DSR Test, calculated in accordance with 13.2B.13.

13.2B.10 The Applicant or Capacity Provider (as applicable) may, within two Working Days of receiving a notice from the Delivery Body pursuant to Rule 13.2B.9, issue a notice under Rule 13.2B.6(b) above, in which case Rules 13.2B.7 to 13.2B.9 above once again apply provided that the Applicant or Capacity Provider (as applicable) may only exercise the right to require a retest pursuant to this Rule on one occasion. To the extent such right is exercised, the outcome of the second Joint DSR Test will be conclusive as to the Proven DSR Capacity of the relevant DSR CMUs even if such outcome demonstrates a lower Proven DSR Capacity than the first DSR Test.

13.2B.11 Prior to the issuing of a DSR Test Certificate, the Delivery Body must calculate:

(a) the aggregate Unproven DSR Capacity for those DSR CMUs nominated for the Joint DSR Test, by summing the Unproven DSR Capacity of each DSR CMU; and

(b) the aggregate Proven DSR Capacity for those DSR CMUs by summing the value for each DSR CMU calculated in accordance with 13.2B.9(iii).

13.2B.12 Provided that no notice has been issued under Rule 13.2B.10, if applicable, then within five Working Days of receipt of the notice under Rule 13.2B.9 the Delivery Body must issue a DSR Test Certificate to the Applicant or Capacity Provider (as applicable) for each DSR CMU:

(a) confirming the Joint DSR Test has occurred;

(b) setting out the final Proven DSR Capacity for the DSR CMU, as per 13.2B.9(iv);

(c) detailing the metering configuration for each DSR CMU Component comprised in the relevant DSR CMU; and

(d) recording on the certificate that the relevant DSR CMU has been part of a successful Joint DSR Test.

13.2B.13 Subject to Rule 13.2B.14, upon the issuance of a DSR Certificate, the Proven DSR Capacity for each relevant DSR CMU nominated for the Joint DSR Test will be equal to its Unproven DSR Capacity divided by the value in Rule 13.2B.11(a), multiplied by the value in 13.2B.11(b).

13.2B.14 Where the Proven DSR Capacity calculated pursuant to 13.2B.13 exceeds a value of 50MW, the Proven DSR Capacity for the relevant DSR CMU should be reduced to equal 50MW in accordance with the Regulations.

13.2B.15 In the event that a DSR CMU, which has been issued a DSR Test Certificate, undergoes another DSR Test or Joint DSR Test, the Delivery Body must notify the Capacity Provider or Applicant that the DSR Test Certificates are retracted for each of the DSR CMUs that undertook the same Joint DSR Test as the relevant DSR CMU.

13.2B.16 Upon the issuance of a notice under Rule 13.2B.15, the Proven DSR Capacity of a DSR CMU will be equal to the value specified in the new DSR Test Certificate, as determined under Rule 13.2.11(b), Rule 13.2A.11(b) or Rule 13.2B.12(b).

13.2B.17 The Delivery Body shall notify the CM Settlement Body upon the issuance of a DSR Test Certificate under Rule 13.2B.12 or notice under Rule 13.2B.15.

13.2B.18 Except as provided for in 13.2B.20, for DSR CMUs that have undertaken a Joint DSR Test, the DSR Test Certificates issued pursuant to this Rule 13.2B will only be valid for so long as the details relating to the configuration of each DSR CMU, as detailed pursuant to Rule 13.2B.5, remain valid. In the event that a relevant DSR CMU configuration changes, each DSR CMU involved in the relevant Joint DSR Test will be deemed to be an Unproven DSR CMU, subject to Rule 8.3.4(n), until such time as a new DSR Test Certificate has been issued.

13.2B.18A Subject to Rule 13.2B.12 and 13.2B.15, a DSR Test Certificate issued pursuant to this Rule 13.2B will remain valid if the Applicant in respect of a DSR CMU submits an Application for the same DSR CMU Components in a subsequent Capacity Auction and provides confirmation in accordance with Rule 3.10.3 for each of the DSR CMUs that were nominated for this Joint DSR Test, unless one or more DSR CMU components have been added to and/or removed from any of those CMUs pursuant to Rule 8.3.4, since the DSR Test Certificate was issued (in which case Rule 8.3.4(n) applies) .

13.2B.19 The Delivery Body shall notify the CM Settlement Body of the outcome of any Joint DSR Test carried out pursuant to this Rule 13.2B.

13.2B.20 In the event that the metering configuration details provided pursuant to Rule 13.2B.5 change, then the Capacity provider must notify the Settlement Body as soon as practicable.

13.2B.21 Within five Working Days of notification to the CM Settlement Body under Rule 13.2B.20, a Capacity Provider must, for each DSR CMU Component where metering configuration details differ from those provided pursuant to Rule 13.2B.5:

(a) omitted;

(b) complete a Metering Assessment in relation to that CMU.

13.2B.22 If, as a consequence of Rule 13.2B.21(b), a Capacity Provider has been informed, pursuant to Rule 8.3.3(c)(i), that a Metering Test is required, then a Capacity Provider must obtain a Metering Test Certificate within forty Working Days from the date of notification under Rule 8.3.3(c)(i).

13.2B.23 Where one or more notifications have been made to the Settlement Body pursuant to Rule 13.2B.20, the DSR Test Certificate for the relevant DSR CMU shall:

(a) remain valid for the duration of the Capacity Agreement in respect of which the CMU carried out the DSR Test; and

(b) not be valid after the end of that Capacity Agreement, and a new DSR Test Certificate will be required for any subsequent Delivery Year no later than six weeks prior to that Delivery Year.

13.2C New Joint DSR Test

13.2C.1 Rule 13.2C.2 applies where a Capacity Provider has completed a Joint DSR Test and holds a DSR Test Certificate and the CM Settlement Body has notified the Delivery Body under Rule 13A.2.4(c), 13A.2.7(c), 13A.3.4(d), 13A.3.7(c), 13A.4.5(d), 13A.4.8(c), 13A.5.4(c) or Rule 13A.5.7(c) that the Metering Test Certificate is invalid and that a new Joint DSR Test is required.

13.2C.2 Where this Rule 13.2C.2 applies, the Delivery Body must notify the Capacity Provider that a new Joint DSR Test must be carried out.

13.2C.3 To enable the Delivery Body to carry out a new Joint DSR Test with respect to the relevant DSR CMUs, the Capacity Provider must provide the CM Settlement Body with the information set out in Rule 13.2B.5(a) and 13.2.5(b)(i).

13.2C.4 Following the submission of the information referred to in Rule 13.2C.3, the Capacity Provider must for each DSR CMU comply with Rule 13.2B.6.

13.2C.5 If the Capacity Provider complies with Rule 13.2B.6, Rules 13.2B.7 and 13.2B.8 apply.

13.2C.6 The Delivery Body must for the activation Settlement Period in the case of Rule 13.2B.6(b), notify the Capacity Provider of its verified calculations of:

(a) Baseline Demand;

(b) the DSR evidenced (which can be zero);

(c) a value, calculated by multiplying the DSR by two (and in the case of Rule 13.2B.6(a) using the Settlement Period or DSR Alternative Delivery Periods

which evidenced the lowest DSR), which is equivalent to the calculation for Proven DSR Capacity of a DSR CMU in the case of a DSR Test under Rule 13.2); and

(d) the Proven DSR Capacity of each DSR CMU nominated as part of the New Joint DSR Test, calculated in accordance with 13.2B.13.

13.2C.7 The Delivery Body must comply with the requirements in Rule 13.2C.6 within 5 Working Days of receipt of data from the CM Settlement Body regarding Metered Volumes at the relevant meters during the Settlement Period referred to in Rule 13.2B.6(b).

13.2C.8 The Capacity Provider may, within two Working Days of receiving a notice from the Delivery Body pursuant to Rule 13.2C.6, issue a notice under Rule 13.2B.10.

13.2C.9 If a Capacity Provider issues a notice under Rule 13.2C.8, Rules 13.2B.6(b), 13.2B.7 and 13.2C.6 apply provided that the Capacity Provider may only exercise the right to require a retest pursuant to this Rule on one occasion.

13.2C.10 Where a Capacity Provider exercises the right to require a re-test pursuant to Rule 13.2C.9, the outcome of the second Joint DSR Test will be conclusive as to the Proven DSR Capacity of the relevant DSR CMUs even if such outcome demonstrates a lower Proven DSR Capacity than the first Joint DSR Test.

13.2C.11 Within five Working Days of receipt of the notice under 13.2C.6, and provided that no notice has been issued under Rule 13.2C.8, the Delivery Body must issue a new DSR Test Certificate to the Capacity Provider:

(a) confirming that a new Joint DSR Test has occurred;

(b) setting out the final Proven DSR Capacity for each DSR CMU, as per 13.2B.9(iv);

(c) detailing the metering configuration for each DSR CMU Component comprised in the relevant DSR CMU; and

(d) recording on the certificate that the relevant DSR CMUs have been part of a successful Joint DSR Test.

13.2C.12 The Delivery Body shall:

(a) notify the CM Settlement Body of the outcome of any new DSR Test carried out pursuant to this Rule 13.2C; and

(b) update the Capacity Market Register in accordance with Rules 7.5.1(j) and (v).

13.3 Metering Test

13.3.1 A Metering Test is a test conducted by the CM Settlement Body to determine whether or not the metering arrangements for each Generating Unit or DSR CMU Component comprised in a CMU, or the Electricity Interconnector comprised in an Interconnector CMU, constitutes an Approved Metering Solution.

13.3.2 A Capacity Provider for a CMU that is subject to a Metering Test must:

(a) notify the CM Settlement Body that it requires a Metering Test to be carried out with respect to that CMU; and

(b) at the same time, submit a Metering Statement setting out the Metering Configuration Solution that each Generating Unit or DSR CMU Component comprised in the CMU, or the Electricity Interconnector comprised in the Interconnector CMU, is to be tested against.

13.3.2A The notification and submission required by Rule 13.3.2 must be given no later than:

(a) in the case of an Unproven DSR CMU, the date falling four months prior to the start of the relevant Delivery Year or, if the CMU has been awarded a Capacity Agreement of a duration exceeding one Delivery Year, the date falling four months prior to the start of the second Delivery Year to which the Capacity Auction relates.

(b) in the case of an Existing CMU or a Proven DSR CMU that has been awarded a Capacity Agreement in a T-4 Auction, the date falling twenty one months prior to the start of the first Delivery Year of the relevant Capacity Agreement;

(c) in the case of an Existing CMU or a Proven DSR CMU that has been awarded a Capacity Agreement in a T-1 Auction, the date falling five months prior to the start of the relevant Delivery Year, unless Rule 13.3.2A(d) applies;

(d) in the case of an Existing CMU or a Proven DSR CMU where the time period between the Auction Results Day and the start of the relevant Delivery Year is less than eight months, the date falling four months prior to the start of the relevant Delivery Year; or

(e) in the case of a Prospective CMU, as soon as reasonably practicable after the date on which the Capacity Provider receives notification under Rule 8.3.3 (d)(i), and in any event not later than the Long Stop Date.

13.3.3 The CM Settlement Body must notify the Capacity Provider if it requires access to any Generating Unit, DSR CMU Component, Electricity Interconnector, Meter, Meter Point or any other facility, plant, property or assets relating to a CMU for the purposes of conducting a Metering Test.

13.3.4 Following issue of a notice pursuant to Rule 13.3.3, the Capacity Provider and the CM Settlement Body must liaise to determine the nature of the access required to enable the CM Settlement Body to conduct the Metering Test and the times when such access shall be granted to the CM Settlement Body (the “Access Right”).

13.3.5 The Capacity Provider must grant (or, if the Capacity Provider is not the owner of the relevant property or asset, shall procure that the owner grants) the Access Right to the CM Settlement Body and any suitably-qualified persons nominated by the CM Settlement Body.

13.3.6 Except where Rule 13.3.6B applies, following the completion of a Metering Test in relation to each Generating Unit or DSR CMU Component, or Electricity Interconnector, comprised in a CMU, the CM Settlement Body must either:

(a) issue a Metering Test Certificate to the relevant Capacity Provider with respect to that CMU:

(i) confirming that the Metering Test has occurred;

(ii) detailing the metering configuration for each Generating Unit or DSR CMU Component, or Electricity Interconnector, comprised in the CMU; and

(iii) confirming that the metering arrangements for each Generating Unit or DSR CMU Component, or Electricity Interconnector, comprised in a CMU constitutes an Approved Metering Solution; or

(b) notify the Capacity Provider that one or more Generating Units or DSR CMU, Components comprised in the CMU, or the Electricity Interconnector comprised in the Interconnector CMU, has failed a Metering Test.

13.3.6A Rule 13.3.6B applies where a Capacity Committed CMU is subject to a Metering Test and the CM Settlement Body conducts the Metering Test on a sample of the Generating Units or DSR CMU Components comprised in the CMU.

13.3.6B Where this Rule 13.3.6B applies, following the completion of the Metering Test the CM Settlement Body must either:

(a) issue a Metering Test Certificate to the relevant Capacity Provider with respect to that CMU:

(i) confirming that the Metering Test has been conducted on a sample basis;

(ii) detailing the metering configuration for each Generating Unit or DSR CMU Component comprised in the sample;

(iii) confirming that the metering arrangements for each Generating Unit or DSR CMU Component comprised in the sample constitutes an Approved Metering Solution; and

(iv) listing the remaining Generating Units or DSR CMU Components comprised in the CMU and confirming that those Generating Units or DSR CMU Components have not been subject to a Metering Test; or

(b) notify the Capacity Provider that one or more Generating Units or DSR CMU Components comprised in the sample has failed a Metering Test.

13.3.6C Where a notice is given pursuant to Rule 13.3.6B(b):

(a) it is to be treated as if it were a notice given under Rule 13.3.6(b); and

(b) when the CM Settlement Body conducts a further Metering Test pursuant to Rule 13.3.6B, the test may cover additional Generating Units or DSR CMU Components.

13.3.7 If the CM Settlement Body gives notice to a Capacity Provider pursuant to Rule 13.3.6(b), the Capacity Provider must, within 5 Working Days of receipt of such notice, notify the CM Settlement Body specifying whether or not the Capacity Provider accepts the decision of the CM Settlement Body.

13.3.8 If the Capacity Provider accepts a decision of the CM Settlement Body pursuant to Rule 13.3.7, the Capacity Provider must:

(a) submit to the CM Settlement Body a rectification plan with respect to the relevant Metering Test failure(s) within 15 Working Days of receipt of the notice pursuant to Rule 13.3.6(b);

(b) implement the rectification plan pursuant to Rule 13.3.6(b) and pursuant to any deadlines outlined in Rule 8.3.3(e) and (f); and

(c) notify the CM Settlement Body within 5 Working Days after completion of all steps identified in the rectification plan,

and, thereafter, the CM Settlement Body must conduct a further Metering Test with respect to the relevant Generating Units, DSR CMU Components or Electricity Interconnector and Rules 13.3.3 to 13.3.6B shall apply.

13.3.9 If the Capacity Provider does not accept a decision of the CM Settlement Body pursuant to Rule 13.3.6(b):

(a) the Capacity Provider must submit to the CM Settlement Body within 15 Working Days of receipt of the notice pursuant to Rule 13.3.6(b) written representations setting out the reasons why the Capacity Provider believes that a Metering Test Certificate should have been issued together with supporting information from an independent metering specialist;

(b) within 5 Working Days of receiving the submissions referred to in Rule 13.3.9(a), the CM Settlement Body will convene a meeting with the Capacity Provider and the independent metering specialist to seek a resolution to the dispute;

(c) if a resolution is agreed pursuant to Rule 13.3.9(b), either the CM Settlement Body will issue a Metering Test Certificate or Rule 13.3.8 will apply as applicable;

(d) if no resolution is agreed pursuant to Rule 13.3.9(b), the dispute shall be submitted to an expert for determination in accordance with the Expert Determination Procedure; and

(e) following the determination by the expert in accordance with the Expert Determination Procedure, either the CM Settlement Body will issue a Metering Test Certificate or Rule 13.3.8 will apply as applicable.

13.3.10 The CM Settlement Body shall notify the Delivery Body of the outcome of any Metering Test carried out pursuant to this Rule 13.3 and confirm the date that the Metering Test Certificate was awarded.

13.3.11 A Metering Test Certificate issued pursuant to Rule 13.3.6 or Rule 13.3.6B will only be valid for the Generating Unit or DSR CMU Component to which it relates for so long as the details relating to the configuration of the CMU and/or the Metering Configuration Solution as detailed pursuant to Rule 8.3.3(ea)(i) remain unchanged. In the event that the configuration of the CMU and/or the Metering Configuration Solution changes, the Capacity Provider must obtain a new Metering Test Certificate.

13.4 Demonstrating satisfactory performance

13.4.1 Subject to Rules 13.4.1A, 13.4.1B, 13.4.1ZZA and the modifications in Chapter 9, a Capacity Committed CMU must demonstrate to the Delivery Body in accordance with Rule 13.4.2 capacity at a level equal to or greater than its Capacity Obligation or aggregate Capacity Obligations for at least one Settlement Period (which Settlement Periods may fall within a System Stress Event), on three separate days (each a "Satisfactory Performance Day") during the Winter of the relevant Delivery Year, of which at least one Satisfactory Performance Day must occur during the period from 1 January to 30 April (both dates inclusive) for that Delivery Year.

13.4.1ZZA Rule 13.4.1 does not apply to a Declared Long Stop CMU in respect of the first Delivery Year, or, if it is a Declared 24 Month Long Stop CMU, the Second Delivery Year, of its Capacity Agreement.

13.4.1ZA If the Capacity Committed CMU fails to satisfy the requirements of Rule 13.4.1 in the relevant Delivery Year:

(a) the Capacity Committed CMU must demonstrate three additional Satisfactory Performance Days:

(i) during the period from 1 May to 31 July (both dates inclusive); or

(ii) if Rule 13.4.1ZE applies, the period specified in Rule 13.4.1ZE(b); and

(b) the Capacity Committed CMU's entitlement to Capacity Payments is suspended in accordance with the Regulations from 1 May in that Delivery Year until the earliest date that applies:

(i) if the third Satisfactory Performance Day required by Rule 13.4.1ZA(a) is demonstrated on or before 1 June in that Delivery Year, 1 June in that Delivery Year;

(ii) if the third Satisfactory Performance Day required by Rule 13.4.1ZA(a) is demonstrated on or before 31 July in that Delivery Year, the date of the third Satisfactory Performance Day;

(iii) if Rule 13.4.1ZC(a) applies, the date specified in Rule 13.4.1ZC(c);

(iv) if Rule 13.4.1ZD(a) applies, the date specified in Rule 13.4.1ZD(c); and

(v) if Rule 13.4.1ZE(a) applies, the date specified in Rule 13.4.1ZE(c).

13.4.1ZB If the Capacity Committed CMU is subject to, and fails to satisfy the requirements of, Rule 13.4.1ZA(a), the Capacity Agreement of the Capacity Committed CMU will be terminated in accordance with Rule6.10.1(r).

13.4.1ZC

(a) Paragraphs (b) and (c) apply if a Capacity Committed CMU has received a Termination Notice in relation to termination on the ground specified in Rule 6.10.1(r) and, after reconsideration under Regulation 69 by the Delivery Body or an appeal to the Authority under Part 10 of the Regulations, the Delivery Body does not terminate the Capacity Agreement.

(b) The Capacity Committed CMU will not be required to perform any further Satisfactory Performance Days in the relevant Delivery Year.

(c) If a decision of the Delivery Body has resulted in the incorrect suspension of one or more Capacity Payments under Rule 13.4.1ZA(b), those Capacity Payments should be paid to the Capacity Committed CMU as soon as practicable after the Reconsidered Decision or the appeal to the Authority is determined.

13.4.1ZD

(a) Paragraphs (b) and (c) apply if a Capacity Committed CMU has received a Termination Notice in relation to termination on the ground specified in Rule 6.10.1(r) and the Secretary of State has directed the Delivery Body to withdraw the Termination Notice under Regulation 33(2)(a).

(b) The Capacity Committed CMU will not be required to perform any further Satisfactory Performance Days in the relevant Delivery Year.

(c) The Capacity Committed CMU's entitlement to Capacity Payments is suspended under Rule 13.4.1ZA(b) from 1 May in the relevant Delivery Year until the earlier of:

(i) the date of the direction to withdraw the Termination Notice; and

(ii) the end of that Delivery Year.

13.4.1ZE

(a) Paragraphs (b) and (c) apply if a Capacity Committed CMU has received a Termination Notice in relation to termination on the ground specified in Rule 6.10.1(r) and the Secretary of State has, under Regulation 33(2)(b), extended the date by which the Capacity Committed CMU must have demonstrated the three additional Satisfactory Performance Days required by Rule 13.4.1ZA(a).

(b) The Capacity Committed CMU must demonstrate three Satisfactory Performance Days during the period from 1 May in the relevant Delivery Year to the extended date (both dates inclusive).

(c) The Capacity Committed CMU's entitlement to Capacity Payments is suspended under Rule 13.4.1ZA(b) from 1 May in the relevant Delivery Year until the Capacity Committed CMU has complied with paragraph (b) or the end of that Delivery Year(whichever is earlier).

13.4.1ZF In the case of a Capacity Committed CMU that was a New Build CMU, Rule 13.4.1ZB applies from the start of its first full Delivery Year as a Capacity Committed CMU.

13.4.1A For the purposes of the definition of "Satisfactory Performance Day" in Rule 13.4.1, 13.4.1ZA and 13.4.1ZE(b) in the case of an Interconnector CMU, the demonstration that is to be made is of Net Output at a level greater than zero as recorded for the purposes of the BSC by file CDCA-I041 of the Central Data Collection Agent (CDCA).

13.4.1B Subject to Rule 13.4.1D and for the purposes of the definition of "Satisfactory Performance Day" in Rule 13.4.1, 13.4.1ZA and 13.4.1ZE(b), in the case of a group of Capacity Committed CMUs with the same Capacity Provider or Capacity Provider Group (a "CMU Portfolio"), where those CMUs are either:

(a) DSR CMUs which consist of DSR CMU components on two or more different sites; or

(b) Distribution and Transmission CMUs, where, for each such CMU the aggregate connection capacity of all generating units is no greater than 50MW,

the demonstration that can be made to meet the requirements of Rule 13.4.1ZA or 13.4.1ZE(b) is capacity delivered in aggregate by the CMU Portfolio at a level equal to or greater than their combined Capacity Obligations for at least one Settlement Period (which Settlement Periods may fall within a System Stress Event) on three separate days during the Winter of a relevant Delivery Year.

13.4.1C DSR CMUs, Distribution CMUs, and Transmission CMUs demonstrating Satisfactory Performance Days in accordance with 13.4.1B, must for the purposes of Rule 13.4.1, 13.4.1ZA and 13.4.1ZE(b) demonstrate Satisfactory Performance Days using the same CMU Portfolio.

13.4.1D Where a CMU has, either individually or as part of a CMU Portfolio, demonstrated the requisite number of Satisfactory Performance Days in a relevant Delivery Year, that CMU, must not form part of any other CMU Portfolio as defined in Rule 13.4.1B.

13.4.2 The Capacity Provider of a Generating CMU, a DSR CMU or an Interconnector CMU must notify the Delivery Body by the following dates (if applicable) of the occurrence of the requisite number of Satisfactory Performance Days it has demonstrated:

(a) by the end of Winter;

(b) if Rule 13.4.1ZA applies, by 1 August of the Delivery Year;

(c) if Rule 13.4.1ZEapplies, by the extended date given by the Secretary of State under Regulation 33(2)(b); and

(d) where the Satisfactory Performance Days have been demonstrated in accordance with Rule 13.4.1B, must specify in the notification that this is the case and the DSR CMUs and Non-CMRS Distribution CMUs to which this applies.

13.4.3 Omitted.

13.4.4 The Delivery Body must notify the Capacity Provider within 10 Working Days of having received the settlement and metering information necessary to prove fulfilment of a Satisfactory Performance Day that any Satisfactory Performance Day notified in accordance with Rule 13.4.2 is not a Satisfactory Performance Day properly notified in accordance with this Rule 13.4.

13.4.5 Any Satisfactory Performance Day demonstrated on a Winter day during a Delivery Year may be counted towards the obligation in Rule 13.4.1 with respect to that Delivery Year or towards the obligation in Rule 13.4.1ZA(a) or Rule 13.4.1ZE(b) with respect to a previous Delivery Year.

13.4.6 If, in two or more months in which System Stress Events occur during Winter in a Delivery Year, a Capacity Committed CMU fails to achieve a calculation of Eij of 1kWh in relation to at least one such System Stress Event, in each such month, where the Adjusted Load Following Capacity Obligation for that CMU is greater than 0, then each obligation pursuant to Rule 13.4.1 that requires the demonstration of three Satisfactory Performance Days during a period shall instead be a requirement to demonstrate six Satisfactory Performance Days in the same such period.

13.4.7 The Delivery Body must notify the CM Settlement Body of:

(a) any failure by a Capacity Committed CMU to satisfy its obligations under Rule 13.4.1 that suspends the Capacity Committed CMU's entitlement to Capacity Payments;

(b) if any suspended Capacity Payments should be paid to the Capacity Committed CMU under Rule 13.4.1ZC(c) and from which date; and

(c) the date on which a Capacity Committed CMU's entitlement to Capacity Payments resumes, as determined by Rule 13.4.1ZA(b).

13.4A Demonstrating extended performance

13.4A.1 This Rule 13.4A applies to a Capacity Committed CMU in its capacity as a Registered Holder, a Transferor or a Transferee (as the case may be) which is:

(a) in a Storage Generating Technology Class; or

(b) an Unproven DSR CMU that has been awarded a Capacity Agreement of a duration exceeding one Delivery Year and in relation to which a declaration was made under Rule 3.10.1(aa)(iv)(aa) that the CMU contains or will contain at least one DSR CMU component that contains a Storage Facility, regardless of whether the duration of the Capacity Agreement has been reduced to one Delivery Year in accordance with Rule 8.3.6D(c)(i).

13.4A.2 A Capacity Committed CMU must demonstrate extended performance:

(a) during at least one Satisfactory Performance Day:

(i) in the Winter of the first Delivery Year in which this Rule 13.4A applies to the Capacity Committed CMU ("First Demonstration Day");

(ii) in the case of a New Build CMU, by the date on which it achieves the Substantial Completion Milestone, if that date is later than 30 April in that Delivery Year; or

(iii) in the case of an Unproven DSR CMU described in Rule 13.4A.1(b), by the date on which the CMU has satisfied the requirements of Rule 8.3.2(a) (DSR Test), Rule 8.3.3(b) (Metering Assessment) and, if applicable, Rule 8.3.3(d) (Metering Test), if that date is later than 30 April in that Delivery Year; and

(b) subsequently, subject to Rule 13.4A.5, no less frequently than during at least one Satisfactory Performance Day in the Winter of every third Capacity Year following the Delivery Year in which extended performance was last demonstrated,

but, if it is a Declared Long Stop CMU, a Capacity Committed CMU is not required to demonstrate extended performance in the first Delivery Year, or, if it is a Declared 24 Month Long Stop CMU, the Second Delivery Year of its Capacity Agreement.

13.4A.3 In this Rule 13.4A, "extended performance" means:

(a) for a Capacity Committed CMU in a Storage Generating Technology Class that is Duration Limited (or a Capacity Committed CMU that is an Unproven DSR CMU to which Rule 13.4A.3A applies), a performance of capacity at a level equal to or greater than its Adjusted Connection Capacity for the number of consecutive Settlement Periods that is equivalent in duration to the specified minimum duration for that Storage Generating Technology Class; and

(b) for a Capacity Committed CMU in a Storage Generating Technology Class that is not Duration Limited (or a Capacity Committed CMU that is an Unproven DSR CMU to which Rule 13.4A.3B applies), a performance of capacity at a level equal to or greater than its Adjusted Connection Capacity for the number of consecutive Settlement Periods that is equivalent in duration to the specified minimum duration for the shortest-duration Storage Generating Technology Class that is not Duration Limited.

13.4A.3ZA In this Rule 13.4A, "a Rule 13.4A.3ZA CMU" means a CMU which (as the case may be):

(a) is subject to a Capacity Agreement which has its first scheduled Delivery Year commencing on 1 October 2024 or any subsequent Delivery Year; or

(b) is awarded a Capacity Agreement after the Capacity Market (Amendment) Rules 2024 come into force.

13.4A.3A This Rule 13.4A.3A applies to an Unproven DSR CMU if:

(a) the CMU has been awarded a Capacity Agreement of a duration exceeding one Delivery Year, regardless of whether the duration of the Capacity Agreement was reduced under Rule 8.3.6(d);

(b) a declaration was made under Rule 3.10.1(aa)(iv)(aa) that the CMU would contain at least one DSR CMU Component that contains a Storage Facility; and

(c) the Storage Generating Technology Class specified in the declaration made under Rule 3.10.1(aa)(iv)(bb) is Duration Limited.

13.4A.3B This Rule 13.4A.3B applies to an Unproven DSR CMU if:

(a) the CMU has been awarded a Capacity Agreement of a duration exceeding one Delivery Year, regardless of whether the duration of the Capacity Agreement was reduced under Rule 8.3.6(d);

(b) a declaration was made under Rule 3.10.1(aa)(iv)(aa) that the CMU would contain at least one DSR CMU Component that contains a Storage Facility); and

(c) the Generating Technology Class specified in the declaration made under Rule 3.10.1(aa)(iv)(bb) is not Duration Limited.

13.4A.4 "Adjusted Connection Capacity" means:

(a) subject to paragraphs (aa) to (d) the product of the Connection Capacity for that Capacity Committed CMU and the Technology Class Weighted Average Availability of the Storage Generating Technology Class to which the Capacity Committed CMU belongs, where the Technology Class Weighted Average Availability (TCWAA) is calculated using the method set out in Rule 2.3.5(a);

(aa) subject to paragraphs (b) to (d) if a Capacity Committed CMU is an Unproven DSR CMU that has been awarded a Capacity Agreement of a duration exceeding one Delivery Year and a declaration has been made under Rule 3.10.1(aa)(iii)(aa) that the CMU was a Storage Facility or would comprise of at least one Storage Facility, the product of the DSR Capacity for the CMU and the TCWAA of the Storage Generating Technology Class declared under Rule 3.10.1(aa)(iv)(bb) for the CMU, where the TCWAA is calculated using the method set out in Rule 2.3.5(a); or

(b) subject to paragraphs (c) and (d) if a Capacity Committed CMU is delivering a proportion of its Capacity Obligation under Rule 6.7.4(b), Rule 6.7.6 or Rule 6.8.5, the capacity given by paragraph (a) decreased by the same proportion as that Capacity Obligation has been decreased at the date on which the extended performance is demonstrated.

(c) subject to Rule 13.4A.4(d), in respect of a Rule 13.4A.3ZA CMU, if, as a result of one or more transfers effected on the Capacity Market Register in

accordance with Rule 9.2.5 and Rule 9.3, all or part of a Capacity Obligation is transferred under Rule 9.2.4(a), to or from:

(i) a Capacity Committed CMU in a Storage Generating Technology Class that is Duration Limited, or

(ii) a Capacity Committed CMU that is an Unproven DSR CMU to which Rule 13.4A.3A applies,

the capacity of that Capacity Committed CMU given by paragraph (a), (aa) or (b), is decreased or increased by the same proportion (if any) as the Capacity Obligation of the CMU Transferor or CMU Transferee has been reduced or increased by that transfer (or the combination of such transfers if there is more than one) at the date on which extended performance is demonstrated; and

(d) if:

(i) the capacity of a Capacity Committed CMU is increased because of one or more transfers referred to in paragraph (c);

(ii) as a result of that transfer or transfers, a Re-Test Window has begun in accordance with Rule 13.4A.5(aa);

(iii) during that Re-Test Window, any further such transfer is effected on the Capacity Market Register and has effect,

the capacity of that Capacity Committed CMU given by paragraph (a), (aa), or (b) increased by the same proportion as the highest Capacity Obligation held by the CMU Transferee during the Re-Test Window.

13.4A.5

(a) Rule 13.4A.2 is subject to this Rule 13.4A.5 which specifies when extended performance is to be demonstrated in different cases.

(aa) Subject to paragraph (ab), in respect of a Rule 13.4A.3ZA CMU, if a Capacity Committed CMU in a Storage Generating Technology Class that is Duration Limited, or a Capacity Committed CMU that is an Unproven DSR CMU to which Rule 13.4A.3A applies (a "relevant CMU") has a Capacity Obligation that exceeds its Capacity Obligation at the time of its most recent demonstration of extended performance (the amount of such excess being its "untested obligation"):

(i) in the first Delivery Year in which this Rule 13.4A applies to the Capacity Committed CMU, after the First Demonstration Day, or

(ii) in any subsequent Delivery Year, before the next Satisfactory Performance Day on which extended performance is due to be demonstrated under Rule 13.4A.2(b),

the relevant CMU must demonstrate extended performance on a day that falls in the period that starts on the day the transfer is effected on the Capacity Market Register and has effect and ends sixty (60) Working Days later, or at the end of the Delivery Year if that occurs sooner ("Re-Test Window"), and subsequently no less frequently than during at least one Satisfactory Performance Day in every third Capacity Year following that Delivery Year.

(ab) Where a relevant CMU has, as at the first day of a Delivery Year, an untested obligation as defined in paragraph (aa) but otherwise than as a result of a transfer having been effected on the Capacity Market Register, it must demonstrate extended performance on a day that falls in the period that starts on the first day of the next Delivery Year and ends sixty (60) working days later, and subsequently no less frequently than during at least one Satisfactory Performance Day in every third Capacity Year following that Delivery Year.

(b) if extended performance is due to be demonstrated by a CMU in a Capacity Year in which the CMU is not subject to a Capacity Obligation or has transferred all of its Capacity Obligation for an entire Delivery Year, the CMU must demonstrate extended performance in the next Delivery Year in which the CMU is a Capacity Committed CMU (if any), and subsequently no less frequently than during at least one Satisfactory Performance Day in every third Capacity Year following that Delivery Year; and

(c) if extended performance is due to be demonstrated by a Capacity Committed CMU in the same Delivery Year in which the Capacity Committed CMU is also required to demonstrate remedial extended performance under Rule 13.4A.7, the date of the remedial extended performance is to be disregarded when calculating the Capacity Year in which the Capacity Committed CMU must next demonstrate extended performance.

13.4A.6 The requirements of this Rule 13.4A apply to a Capacity Committed CMU irrespective of whether the Capacity Committed CMU has or has not been subject to a Capacity Obligation since it last demonstrated extended performance.

13.4A.7 If the Capacity Committed CMU fails to satisfy the requirements of Rule 13.4A.2:

(a) the Capacity Committed CMU must demonstrate extended performance during:

(i) the period from 1 May to 31 July in the relevant Delivery Year (both dates inclusive), or

(ii) in respect of a Rule 13.4A.3ZA CMU, a Re-test Window

("remedial extended performance"), whether or not during an additional Satisfactory Performance Day under Rule 13.4.1ZA(a); and

(b) save where the Capacity Committed CMU is required to demonstrate extended performance in accordance with paragraph (a)(ii), the Capacity Committed CMU's entitlement to Capacity Payments will be suspended in accordance with the Regulations from 1 May in that Delivery Year until the earliest applicable date:

(i) if remedial extended performance is demonstrated on or before 1 June in that Delivery Year, 1 June in that Delivery Year;

(ii) if remedial extended performance is demonstrated on or before 1 July in that Delivery Year, the date of remedial extended performance;

(iii) if Rule 13.4A.10 applies, the date specified in Rule 13.4A.10(c); and

(iv) if Rule 13.4A.11 applies, the date specified in Rule 13.4A.11(c).

13.4A.8 If the Capacity Committed CMU is subject to, and fails to satisfy the requirements of 13.4A.7(a), the Capacity Agreement of the Capacity Committed CMU will be terminated in accordance with Rule 6.10.1(s).

13.4A.9

(a) Paragraphs (b) and (c) apply if a Capacity Committed CMU has received a Termination Notice in relation to termination on the ground specified in Rule 6.10.1(s) and, after reconsideration under Regulation 69 by the Delivery Body or an appeal to the Authority under Part 10 of the Regulations, the Delivery Body does not terminate the Capacity Agreement.

(b) The Capacity Committed CMU will be treated as having satisfied the requirements of 13.4A.2 in the relevant Delivery Year and will not be required to perform remedial extended performance in the relevant Delivery Year.

(c) If a decision of the Delivery Body has resulted in the incorrect suspension of one or more Capacity Payments under Rule 13.4A.7(b), those Capacity Payments should be paid to the Capacity Committed CMU as soon as practicable after the reconsidered decision or the appeal to the Authority is determined.

13.4A.10

(a) Paragraphs (b) and (c) apply if a Capacity Committed CMU has received a Termination Notice in relation to termination on the ground specified in Rule 6.10.1(s) and the Secretary of State has directed the Delivery Body to withdraw the termination notice under Regulation 33(2)(a).

(b) The Capacity Committed CMU will be treated as having satisfied the requirements of 13.4A.2 in the relevant Delivery Year and will not be required to perform remedial extended performance in the relevant Delivery Year.

(c) The Capacity Committed CMU's entitlement to Capacity Payments is suspended under Rule 13.4A.7(b) from 1 May in the relevant Delivery Year until whichever is the earlier:

(i) the date of the direction to withdraw the Termination Notice; and

(ii) the end of that Delivery Year.

13.4A.11

(a) Paragraphs (b) and (c) apply if a Capacity Committed CMU has received a Termination Notice in relation to termination on the ground specified in Rule 6.10.1(s) and the Secretary of State has, under Regulation 33(2)(b), extended the date by which the Capacity Committed CMU must have demonstrated remedial extended performance as required by Rule 13.4A.7(a).

(b) The Capacity Committed CMU must demonstrate remedial extended performance during the period from 1 May to the extended date (both dates inclusive).

(c) The Capacity Committed CMU's entitlement to Capacity Payments is suspended under Rule 13.4A.7(b) from 1 May until the Capacity Committed

CMU has complied with paragraph (b) or the end of the Delivery Year (whichever is earlier).

13.4A.12 The Capacity Provider of a Capacity Committed CMU must notify the Delivery Body by the following dates (whichever applies) that the Capacity Committed CMU has demonstrated extended performance:

(a) by the end of Winter in the relevant Delivery Year;

(b) if Rule 13.4A.7 applies, by 1 August of the Delivery Year; and

(c) if Rule 13.4A.11 applies, by the extended date given by the Secretary of State under Regulation 33(2)(b).

13.4A.13 The Delivery Body must notify the Capacity Provider within 10 Working Days of having received the settlement and metering information necessary to prove extended performance has been demonstrated if it is aware that any extended performance notified in accordance with Rule 13.4A.12 is not extended performance properly notified in accordance with this Rule 13.4A.

13.4A.14 The Delivery Body must notify the CM Settlement Body of:

(a) any failure by a Capacity Committed CMU to satisfy its obligations under Rule 13.4A.2 that suspends the Capacity Committed CMU's entitlement to Capacity Payments;

(b) if any suspended Capacity Payments should be paid to the Capacity Committed CMU under Rule 13.4A.9(c) and from which date; and

(c) the date on which a Capacity Committed CMU's entitlement to Capacity Payments resumes, as determined by Rule 13.4A.7(b).

13.5 Site Audit

13.5.1 A Site Audit may be carried out if:

(a) non-compliance is suspected by the CM Settlement Body;

(b) a change to a Capacity Provider's metering configuration has occurred further to Rule 8.3.3(f)(ii)(aa);

(c) a Capacity Provider submits meter data directly to the CM Settlement Body; or

(d) an on-site check has not been conducted by the CM Settlement Body to confirm the metering configuration used by the Capacity Provider.

13.5.2 A Site Audit must involve verification that the Metering System accords with any Metering Statement submitted by the Capacity Provider in accordance with Rule 13.3.2 and where applicable may include a comparison with the settlement meter data submitted to the CM Settlement Body in order to detect errors.

13.5.3 Where a Site Audit is to take place, the CM Settlement Body must:

(a) notify the Capacity Provider that a Site Audit will take place;

(b) propose a date (the “proposed date”) for the Site Audit to take place (a minimum of one month’s notice required);

(c) set out the nature of access required for the purposes of conducting the Site Audit;

(d) if applicable, notify the Capacity Provider if it requires further information to be submitted about the Metering System in advance of the Site Audit; and

(e) if applicable, notify the Capacity Provider that if it has not been subject to a Metering Test and has not provided a Metering Statement it must provide a Metering Statement.

13.5.4 The CM Settlement Body shall (and shall procure that any suitably-qualified persons nominated by the CM Settlement Body) take or refrain from taking all such action as may be reasonably required by the Capacity Provider in order to comply with applicable health and safety rules in relation to the Metering Site which is the subject of the Site Audit.

13.5.5 Following receipt of a notice issued pursuant to Rule 13.5.3, the Capacity Provider must within 5 Working Days:

(a) acknowledge receipt of the notice;

(b) confirm the proposed date for the Site Audit is suitable and if unsuitable liaise with the CM Settlement Body and agree a suitable date for the Site Audit to take place within one month of the proposed date (the “agreed date”);

(c) liaise with the CM Settlement Body to determine the nature of the access required to enable the CM Settlement Body to conduct the Site Audit and the times when such access shall be granted to the CM Settlement Body (“the Entry Right”); and

(d) notify the CM Settlement Body of any changes to the Metering System since the Metering Statement was provided.

13.5.6 If Rule 13.5.3(d) or (e) apply, the Capacity Provider must provide the requested information and/or Metering Statement as applicable to the CM Settlement Body, within 10 Working Days prior to the agreed date of the Site Audit.

13.5.7 The Capacity Provider must obtain (or, if the Capacity Provider is not the owner of the relevant property or asset, shall procure that the owner obtains) each authorisation, licence, accreditation, permit, consent, certificate, resolution, clearance, exemption, order confirmation, permission or other approval for it to be able to grant the Entry Right to the CM Settlement Body and any suitably- qualified persons nominated by the CM Settlement Body.

13.5.8 Following completion of a Site Audit, the CM Settlement Body must within 5 Working Days either:

(a) issue a notice of compliance to the Capacity Provider; or

(b) issue a notice of non-compliance to the Capacity Provider and provide details of the non-compliance.

13.5.9 If the CM Settlement Body:

(a) gives notice to a Capacity Provider pursuant to Rule 13.5.8(b); and

(b) the Site Audit identifies that the Capacity Provider was in breach of the requirements under Rule 8.3.3(f) and/or Rule 14.5.7, Rule 13A.6.1 applies.

13.5.10 If the CM Settlement Body gives notice to a Capacity Provider pursuant to Rule 13.5.8(b), the Capacity Provider must within 5 Working Days of receipt of such notice, notify the CM Settlement Body specifying whether or not the Capacity Provider accepts the decision of the CM Settlement Body.

13.5.11 If the Capacity Provider accepts a decision of the CM Settlement Body pursuant to Rule 13.5.10, the Capacity Provider must respond to the applicable Metering Recovery Payment Notice in accordance with Rule 13A.6.1, and, thereafter, if the CM Settlement Body is satisfied that the Capacity Provider has complied with the above requirements, issue a notice of compliance to the Capacity Provider.

13.5.12 If the Capacity Provider does not accept the decision of the CM Settlement Body pursuant to Rule 13.5.10:

(a) the Capacity Provider must submit to the CM Settlement Body within 5 Working Days of receipt of the notice pursuant to Rule 13.5.8(b) written representations setting out the reasons why the Capacity Provider believes that a non-compliance notice should not have been issued together with supporting information from an independent metering specialist;

(b) within 5 Working Days of receiving the submissions referred to in Rule 13.5.12(a), the CM Settlement Body will convene a meeting with the Capacity Provider and the independent metering specialist to seek a resolution to the dispute;

(c) if a resolution is agreed pursuant to Rule 13.5.12(b), either the CM Settlement Body will issue a compliance notice or Rule 13.5.11 will apply as applicable;

(d) if no resolution is agreed pursuant to Rule 13.5.12(b), the dispute shall be submitted to an expert for determination in accordance with the Expert Determination Procedure; and

(e) following the determination by the expert in accordance with the Expert Determination Procedure, either the CM Settlement Body will issue a compliance notice or Rule 13.5.11 will apply as applicable.

13.5.13 For the purposes of Rule 13.5.12(d) references there to “Expert Determination Procedure” mean the procedure set out in Schedule 5 with the following modifications:

(a) all references to Rule 13.3.6(b) should be read as 13.5.8(b);

(b) all references to Rule 13.3.9(b) should be read as 13.5.12(b); and

(c) all references to Rule 13.3.9(d) should be read as Rule 13.5.12(d).

13.5.14 The CM Settlement Body shall notify the Delivery Body of the outcome of any Site Audit carried out pursuant to this Rule 13.5.

CHAPTER 13A: METERING RECOVERY FAULTS AND REPAYMENT OF CAPACITY PAYMENTS

13A. Metering Recovery Faults and Payments

13A.1 Purpose of this Chapter

13A.1.1 The Rules describe the circumstances in which:

(a) a Metering Test Certificate or DSR Test Certificate is invalidated; and

(b) a capacity payment is repayable as a result of such an invalidity.

13A.2 Failure to notify a change to the metering configuration

13A.2.1 If the CM Settlement Body becomes aware that a Capacity Provider has failed to notify it of a change to the metering configuration in accordance with Rule 8.3.3(f)(ii) the CM Settlement Body must issue, as soon as reasonably practicable, a Metering Recovery Payment Notice to the Capacity Provider.

13A.2.2 Within five Working Days of receipt of a Metering Recovery Payment Notice, the Capacity Provider must:

(a) confirm to the CM Settlement Body whether a change to the metering configuration occurred;

(b) confirm, if applicable, the date the change first occurred (the “invalidation date”); and

(c) provide evidence to prove the invalidation date.

13A.2.3 If a Capacity Provider:

(a) fails to comply with Rule 13A.2.2, then Rule 13A.2.4 and 13A.2.5 apply;

(b) complies with Rule 13A.2.2 and the CM Settlement Body determines that the Capacity Provider has failed to meet the requirement in Rule 8.3.3(f)(ii), Rule 13A.2.7 and 13A.2.8 apply.

13A.2.4 Where this Rule applies:

(a) a Capacity Provider’s Metering Test Certificate is invalidated;

(b) the CM Settlement Body must notify a Capacity Provider that its Metering Test Certificate has been invalidated and that the Capacity Provider must repay the capacity payments it has received in accordance with Rule 13A.8.4;

(c) if a Capacity Provider also has a DSR Test Certificate, the CM Settlement Body must:

(i) notify the Delivery Body as soon as reasonably practicable that the Capacity Provider’s Metering Test Certificate has been invalidated; and

(ii) notify the Delivery Body that a new DSR Test or new Joint DSR Test is required in accordance with Rule 13.2A or Rule 13.2C respectively; and

(d) unless a new DSR Test or new Joint DSR Test under paragraph (c)(ii) confirms the accuracy of the existing DSR Test Certificate the Capacity Provider's existing DSR Test Certificate is invalidated.

13A.2.5 The CM Settlement Body must notify the Capacity Provider that it is required to undertake a new Metering Test in accordance with Rule 13.3.

13A.2.6 Where a new Metering Test is required under Rule 13A.2.5 the requirement in Rule 13.3.2 that the Capacity Provider must notify the CM Settlement Body that it requires a Metering Test to be carried out with respect to that CMU does not apply.

13A.2.7 Where this Rule applies:

(a) a Capacity Provider's Metering Test Certificate is invalidated;

(b) the CM Settlement Body must notify a Capacity Provider that its Metering Test Certificate has been invalidated and that the Capacity Provider must repay the capacity payments it has received in accordance with Rule 13A.8.2;

(c) if a Capacity Provider also has a DSR Test Certificate, the CM Settlement Body must:

(i) notify the Delivery Body as soon as reasonably practicable that the Capacity Provider's Metering Test Certificate has been invalidated; and

(ii) notify the Delivery Body that a new DSR Test or new Joint DSR Test is required in accordance with Rule 13.2A or Rule 13.2C respectively; and

(d) unless a new DSR Test under paragraph (c)(ii) confirms the accuracy of the existing DSR Test Certificate the Capacity Provider's existing DSR Test Certificate is invalidated.

13A.2.8 The CM Settlement Body must notify the Capacity Provider that it is required to undertake a new Metering Test in accordance with Rule 13.3.

13A.2.9 Where a new Metering Test is required under Rule 13A.2.8 the requirement in Rule 13.3.2 that the Capacity Provider must notify the CM Settlement Body that it requires a Metering Test to be carried out with respect to that CMU does not apply.

13A.2.10 If a Capacity Provider is required to undertake a new DSR Test and the new DSR Test demonstrates a lower output than the Capacity Provider's Capacity Obligation, the Capacity Provider must have its Capacity Obligation reduced to its new Proven DSR Capacity and Rule 13A.8.6 applies. Where the new Proven DSR Capacity is less than 1MW, Rule 6.10.1(d) applies.

13A.2.11 If a Capacity Provider undertakes a new Joint DSR Test and the new Joint DSR Test demonstrates a lower aggregate output than the sum of the Capacity Provider's Capacity Obligations, for each DSR CMUs undertaking the relevant Joint DSR Test, the Capacity Provider must have its Capacity Obligations reduced such that the Proven DSR Capacity of each DSR CMU is equal to the new aggregate Proven DSR Capacity, divided by the number of DSR CMUs undertaking the Joint DSR Test. Where the Proven DSR Capacity of one or more DSR CMU is less than 1MW, Rule 6.10.1(d) applies.

13A.3 Errors with the submission of data

13A.3.1 If the CM Settlement Body becomes aware that a Capacity Provider has failed to notify it in accordance with Rule 14.5.7 of an error with any data submitted, the CM Settlement Body must issue, as soon as reasonably practicable, a Metering Recovery Payment Notice to the Capacity Provider.

13A.3.2 Within five Working Days of receipt of a Metering Recovery Payment Notice, the Capacity Provider must provide to the CM Settlement Body details of the date when errors in any data submitted first occurred (the "invalidation date") and either:

(a) correct the fault; or

(b) submit to the CM Settlement Body a rectification plan setting out how and when the fault will be corrected.

13A.3.3 If a Capacity Provider:

(a) fails to comply with Rule 13A.3.2, then Rule 13A.3.4 and 13A.3.5 apply;

(b) complies with Rule 13A.3.2 and the CM Settlement Body determines that the Capacity Provider has breached Rule 14.5.7, Rule 13A.3.7 and 13A.3.8 apply.

13A.3.4 Where this Rule applies:

(a) a Capacity Provider's Metering Test Certificate is invalidated;

(b) the CM Settlement Body must notify a Capacity Provider that its Metering Test Certificate has been invalidated and that the Capacity Provider must repay the capacity payments it has received in accordance with Rule 13A.8.4;

(c) if a rectification plan was submitted under Rule 13A.3.2(b), the Capacity Provider must:

(i) undertake any repairs to the Metering Equipment in accordance with that plan; and

(ii) notify the CM Settlement Body that the repairs have been completed within five Working Days of completion;

(d) if a Capacity Provider also has a DSR Test Certificate, the CM Settlement Body must:

(i) notify the Delivery Body as soon as reasonably practicable that the Capacity Provider's Metering Test Certificate has been invalidated; and

(ii) notify the Delivery Body that a new DSR Test or new Joint DSR Test is required in accordance with Rule 13.2A or 13.2C respectively; and

(e) unless a new DSR Test or Joint DSR Test under paragraph (d)(ii) confirms the accuracy of the existing DSR Test Certificate the Capacity Provider's existing DSR Test Certificate is invalidated.

13A.3.5 The CM Settlement Body must notify the Capacity Provider that it is required to undertake a new Metering Test in accordance with Rule 13.3.

13A.3.6 Where a new Metering Test is required under Rule 13A.3.5 the requirement in Rule 13.3.2 that the Capacity Provider must notify the CM Settlement Body that it requires a Metering Test to be carried out with respect to that CMU does not apply.

13A.3.7 Where this Rule applies:

(a) a Capacity Provider's Metering Test Certificate is invalidated;

(b) the CM Settlement Body must notify a Capacity Provider that its Metering Test Certificate has been invalidated and:

(i) if the fault is corrected by the Capacity Provider in accordance with Rule 13A.3.2(a), the Capacity Provider must repay the capacity payments it has received in accordance with Rule 13A.8.2; or

(ii) if repairs are required under a rectification plan submitted under Rule 13A.3.2(b) the Capacity Provider must:

(aa) undertake any repairs to the Metering Equipment in accordance with the rectification plan submitted;

(bb) notify the CM Settlement Body that the repairs have been completed within five Working Days of completion (the "completion notice"); and

(cc) repay the capacity payments it has received in accordance with Rule 13A.8.3;

(c) where a Capacity Provider also has a DSR Test Certificate, the CM Settlement Body must:

(i) notify the Delivery Body as soon as reasonably practicable that the Capacity Provider's Metering Test Certificate has been invalidated; and

(ii) notify the Delivery Body that a new DSR Test or new Joint DSR Test is required in accordance with Rule 13.2A or 13.2C respectively.

13A.3.8 The CM Settlement Body must notify the Capacity Provider that it is required to undertake a new Metering Test in accordance with Rule 13.3.

13A.3.9 Where a new Metering Test is required under Rule 13A.3.8 the requirement in Rule 13.3.2 that the Capacity Provider must notify the CM Settlement Body that it requires a Metering Test to be carried out with respect to that CMU does not apply.

13A.3.10 If a Capacity Provider is required to undertake a new DSR Test and the DSR Test demonstrates a lower output than the Capacity Provider's Capacity Obligation, the Capacity Provider must have its Capacity Obligation reduced to its new Proven DSR Capacity and Rule 13A.8.6 applies. Where the new Proven DSR Capacity is less than 1MW Rule 6.10.1(d) applies.

13A.3.11 If a Capacity Provider undertakes a new Joint DSR Test and the new Joint DSR Test demonstrates a lower aggregate output than the sum of the Capacity Provider's Capacity Obligations, for each DSR CMUs undertaking the relevant Joint DSR Test, the Capacity Provider must have its Capacity Obligations reduced such that the Proven DSR Capacity of each DSR CMU is equal to the new aggregate Proven DSR Capacity, divided by the number of DSR CMUs undertaking the Joint DSR Test. Where the

Proven DSR Capacity of one or more DSR CMU is less than 1MW, Rule 6.10.1(d) applies.

13A.4 Faulty Metering Equipment

13A.4.1 If a Capacity Provider fails to notify the CM Settlement Body of any faulty Metering Equipment that is, or has been, inaccurately recording data in breach of Rule 8.3.3(f)(v) the CM Settlement Body must, as soon as reasonably practicable, issue a Metering Recovery Payment Notice to the Capacity Provider.

13A.4.2 The obligation on the CM Settlement Body in Rule 13A.4.1 only arises if the CM Settlement Body becomes aware of the faulty Metering Equipment through a third party or a Site Audit.

13A.4.3 Within five Working Days of receipt of a Metering Recovery Payment Notice, the Capacity Provider must provide to the CM Settlement Body details of when the fault was first discovered (the "invalidation date"), evidence of the fault and either:

(a) correct the fault; or

(b) submit a rectification plan to the CM Settlement Body setting out how and when the fault will be corrected.

13A.4.4 If a Capacity Provider:

(a) fails to comply with Rule 13A.4.3, then Rule 13A.4.5 and 13A.4.6 apply;

(b) complies with Rule 13A.4.3 and the CM Settlement Body determines that the Capacity Provider has failed to meet the requirement in Rule 8.3.3(f)(v) then Rule 13A.4.8 and 13A.4.9 apply.

13A.4.5 Where this Rule applies:

(a) a Capacity Provider's Metering Test Certificate is invalidated;

(b) the CM Settlement Body must notify a Capacity Provider that its Metering Test Certificate has been invalidated and that the Capacity Provider must repay the capacity payments it has received in accordance with Rule 13A.8.4;

(c) if a rectification plan was submitted under Rule 13A.4.3(b) required, the Capacity Provider must:

(i) undertake any repairs to the Metering Equipment in accordance with that plan; or

(ii) notify the CM Settlement Body that the repairs have been completed within five Working Days of completion;

(d) where a Capacity Provider also has a DSR Test Certificate, the CM Settlement Body must:

(i) notify the Delivery Body as soon as reasonably practicable that the Capacity Provider's Metering Test Certificate has been invalidated; and

(ii) notify the Delivery Body that a new DSR Test or new Joint DSR Test is required in accordance with Rule 13.2A or Rule 13.2C respectively; and

(e) unless a new DSR Test or new Joint DSR Test under paragraph (d)(ii) confirms the accuracy of the existing DSR Test Certificate the Capacity Provider's existing DSR Test Certificate is invalidated.

13A.4.6 The CM Settlement Body must notify the Capacity Provider that it is required to undertake a new Metering Test in accordance with Rule 13.3.

13A.4.7 Where a new Metering Test is required under Rule 13A.4.6 the requirement in Rule 13.3.2 that the Capacity Provider must notify the CM Settlement Body that it requires a Metering Test to be carried out with respect to that CMU does not apply.

13A.4.8 Where this Rule applies:

(a) a Capacity Provider's Metering Test Certificate is invalidated;

(b) the CM Settlement Body must notify a Capacity Provider that its Metering Test Certificate has been invalidated and:

(i) if the fault is corrected by the Capacity Provider in accordance with Rule 13A.4.3(a), the Capacity Provider must repay the capacity payments it has received in accordance with Rule 13A.8.2; or

(ii) if repairs are required under a rectification plan submitted under Rule 13A.4.3(b) the Capacity Provider must:

(aa) undertake any repairs to the Metering Equipment in accordance with the rectification plan submitted;

(bb) notify the CM Settlement Body that the repairs have been completed within five Working Days of completion (the "completion notice"); and

(cc) repay the capacity payments it has received in accordance with Rule 13A.8.3;

(c) where a Capacity Provider also has a DSR Test Certificate, the CM Settlement Body must:

(i) notify the Delivery Body as soon as reasonably practicable that the Capacity Provider's Metering Test Certificate has been invalidated; and

(ii) notify the Delivery Body that a new DSR Test or new Joint DSR Test is required in accordance with Rule 13.2A or Rule 13.2C respectively; and

(d) unless a new DSR Test or new Joint DSR Test under paragraph (c)(ii) confirms the accuracy of the existing DSR Test Certificate the Capacity Provider's existing DSR Test Certificate is invalidated.

13A.4.9 The CM Settlement Body must notify the Capacity Provider that it is required to undertake a new Metering Test in accordance with Rule 13.3.

13A.4.10 Where a new Metering Test is required under Rule 13A.4.9 the requirement in Rule 13.3.2 that the Capacity Provider must notify the CM Settlement Body that it requires a Metering Test to be carried out with respect to that CMU does not apply.

13A.4.11 If a Capacity Provider is required to undertake a new DSR Test and that DSR Test demonstrates a lower output than the Capacity Provider's Capacity Obligation, the Capacity Provider must have its Capacity Obligation reduced to its new Proven DSR Capacity and Rule 13A.8.6 applies. Where the new Proven DSR Capacity is less than 1MW Rule 6.10.1(d) applies.

13A.4.12 If a Capacity Provider undertakes a new Joint DSR Test and the new Joint DSR Test demonstrates a lower aggregate output than the sum of the Capacity Provider's Capacity Obligations, for each DSR CMUs undertaking the relevant Joint DSR Test, the Capacity Provider must have its Capacity Obligations reduced such that the Proven DSR Capacity of each DSR CMU is equal to the new aggregate Proven DSR Capacity, divided by the number of DSR CMUs undertaking the Joint DSR Test. Where the Proven DSR Capacity of one or more DSR CMU is less than 1MW, Rule 6.10.1(d) applies.

13A.5 Submission of incorrect information

13A.5.1 If the CM Settlement Body becomes aware that a Capacity Provider has submitted incorrect information to the CM Settlement Body regarding a CMU, Generating Unit or DSR CMU Component in purported compliance with Rule 8.3.3(f)(i), the CM Settlement Body must, as soon as reasonably practicable, issue a Metering Recovery Payment Notice to the Capacity Provider.

13A.5.2 Within five Working Days of receipt of a Metering Recovery Payment Notice, the Capacity Provider must:

(a) provide the CM Settlement Body with details of the date when the incorrect information was first submitted (the "invalidation date"); and

(b) explain to the CM Settlement Body why the Metering Statement provided in accordance with Rule 13.3.2, differ from the metering configuration.

13A.5.3 If a Capacity Provider:

(a) fails to comply with Rule 13A.5.2, then Rule 13A.5.4 and 13A.5.5 apply;

(b) complies with Rule 13A.5.2 and the CM Settlement Body determines that the Capacity Provider has breached the requirement in Rule 8.3.3(f)(i), then Rule 13A.5.7 and 13A.5.8 apply.

13A.5.4 Where this Rule 13A.5.4 applies:

(a) a Capacity Provider's Metering Test Certificate is invalidated;

(b) the CM Settlement Body must notify the Capacity Provider that its Metering Test Certificate has been invalidated and that the Capacity Provider must repay the capacity payments it has received in accordance with Rule 13A.8.4;

(c) if a Capacity Provider also has a DSR Test Certificate, the CM Settlement Body must:

(i) notify the Delivery Body as soon as reasonably practicable that the Capacity Provider's Metering Test Certificate has been invalidated; and

(ii) notify the Delivery Body that a new DSR Test or new Joint DSR Test is required in accordance with Rule 13.2A or 13.2C respectively; and

(d) unless a new DSR Test or new Joint DSR Test under paragraph (c)(ii) confirms the accuracy of the existing DSR Test Certificate the Capacity Provider's existing DSR Test Certificate is invalidated.

13A.5.5 The CM Settlement Body must notify the Capacity Provider that it is required to undertake a new Metering Test in accordance with Rule 13.3.

13A.5.6 Where a new Metering Test is required under Rule 13A.5.5 the requirement in Rule 13.3.2 that the Capacity Provider must notify the CM Settlement Body that it requires a Metering Test to be carried out with respect to that CMU does not apply.

13A.5.7 Where this Rule 13A.5.7 applies:

(a) a Capacity Provider's Metering Test Certificate is invalidated;

(b) the CM Settlement Body must notify the Capacity Provider that its Metering Test Certificate has been invalidated and that the Capacity Provider must repay the capacity payments it has received in accordance with Rule 13A.8.2;

(c) if a Capacity Provider also has a DSR Test Certificate, the CM Settlement Body must:

(i) notify the Delivery Body as soon as reasonably practicable that the Capacity Provider's Metering Test Certificate has been invalidated; and

(ii) notify the Delivery Body that a new DSR Test or new Joint DSR Test is required in accordance with Rule 13.2A or 13.2C respectively; and

(d) unless a new DSR Test or new Joint DSR Test under paragraph (c)(ii) confirms the accuracy of the existing DSR Test Certificate the Capacity Provider's existing DSR Test Certificate is invalidated.

13A.5.8 The CM Settlement Body must notify the Capacity Provider that it is required to undertake a new Metering Test in accordance with Rule 13.3.

13A.5.9 Where a new Metering Test is required under Rule 13A.5.8 the requirement in Rule 13.3.2 that the Capacity Provider must notify the CM Settlement Body that it requires a Metering Test to be carried out with respect to that CMU does not apply.

13A.5.10 If a Capacity Provider is required to undertake a new DSR Test and that DSR Test demonstrates a lower output than the Capacity Provider's Capacity Obligation, the Capacity Provider must have its Capacity Obligation reduced to its new Proven DSR Capacity and Rule 13A.8.6 applies. Where the new Proven DSR Capacity is less than 1MW, Rule 6.10.1(d) applies.

13A.5.11 If a Capacity Provider undertakes a new Joint DSR Test and the new Joint DSR Test demonstrates a lower aggregate output than the sum of the Capacity Provider's Capacity Obligations, for each DSR CMU's undertaking the relevant Joint DSR Test, the Capacity Provider must have its Capacity Obligations reduced such that the Proven DSR Capacity of each DSR CMU is equal to the new aggregate Proven DSR Capacity, divided by the number of DSR CMUs undertaking the Joint DSR Test. Where the Proven DSR Capacity of one or more DSR CMU is less than 1MW, Rule 6.10.1(d) applies.

13A.6 Metering concerns following Site Audit

13A.6.1 If, following a Site Audit, the CM Settlement Body determines that a breach of Rule 8.3.3(f) or Rule 14.5.7 has occurred; the CM Settlement Body must issue a Metering Recovery Payment Notice in accordance with, as applicable, Rule 13A.2.1, 13A.3.1, 13A.4.1 or 13A.5.1.

13A.7 Determining the repayment periods

13A.7.1 For the purposes of this Chapter, "Metering Recovery Payment Notice" has the meaning given, as applicable, in Rule 13A.2.1, 13A.3.1, 13A.4.1 or 13A.5.1.

13A.7.2 For the purposes of this Chapter, "completion notice" has the meaning given, as applicable, in Rule 13A.3.7(b)(ii)(bb) or 13A.4.8(b)(ii)(bb).

13A.7.3 For the purposes of this Chapter, "invalidation date" has the meaning given, as applicable, in Rule 13A.2.2(b), 13A.3.2, 13A.4.3 or 13A.5.2(a).

13A.8 Repayment of capacity payments for a metering fault

13A.8.1 Where a Metering Test Certificate or DSR Test Certificate is held to be invalid on one of the grounds specified in Rule 13A.2.4, 13A.2.7, 13A.3.4, 13A.3.7, 13A.4.5, 13A.4.8, 13A.5.4 and 13A.5.7 the Capacity Provider must repay Capacity Payments in accordance with the provisions of this Rule.

13A.8.2 Subject to Rule 13A.8.5, Capacity Payments are repayable in respect of the period MP1, as defined in Regulation 43C(4)(a), where the Metering Test Certificate or DSR Test Certificate is held to be invalid on any of the grounds specified in Rule 13A.2.7(b), 13A.3.7(b)(i), 13A.4.8(b)(i) and 13A.5.7(b).

13A.8.3 Subject to Rule 13A.8.5, Capacity Payments are repayable in respect of the period MP2, as defined in Regulation 43C(4)(b), where the Metering Test Certificate or DSR Test Certificate is held to be invalid on any of the grounds specified in Rule 13A.3.7(b)(ii)(cc) and 13A.4.8(b)(ii)(cc).

13A.8.4 Subject to Rule 13A.8.5, Capacity Payments are repayable in respect of the period MP3, as defined in Regulation 43C(4)(c), where the Capacity Provider fails to comply with any of the grounds specified in Rules 13A.2.4(b), 13A.3.4(b), 13A.4.5(b) and 13A.5.4(b).

13A.8.5 Capacity Providers with a Capacity Agreement relating to a Generating CMU with a multi-year Capacity Obligation are not required to repay Capacity Payments for a metering fault on the third occasion of invalidating their Metering Test Certificate. Capacity Payments are repayable in the event of the relevant Capacity Agreement being terminated under Rule 6.10.1(l) in accordance with Rule 6.10.3A.

13A.8.6 Rule 13A.8.8 applies if a Capacity Provider:

(a) is required to undertake a new DSR Test or new Joint DSR Test in accordance with any of the provisions specified in Rule 13A.8.7; and

(b) that test evidences a Proven DSR Capacity in an amount less than its Capacity Obligation and greater than 1MW.

13A.8.7 The provisions specified in Rule 13A.8.6(a) are:

(a) Rule 13A.2.4(c)(ii);

(b) Rule 13A.2.7(c)(ii);

(c) Rule 13A.3.4(c)(ii);

(d) Rule 13A.3.7(c)(ii);

(e) Rule 13A.4.5(d)(ii);

(f) Rule 13A.4.8(c)(ii);

(g) Rule 13A.5.4(c)(ii); or

(h) Rule 13A.5.7(c)(ii).

13A.8.8 Where this Rule 13A.8.8 applies:

(a) the Capacity Obligation; and

(b) all payments (whether Capacity Payments or penalties), with respect to a CMU in relation to which:

(i) a DSR Test was undertaken under Rule 13A.8.6, must be reduced by the proportion which the Proven DSR Capacity bears to the Unproven DSR Capacity; and

(ii) a Joint DSR Test was undertaken under Rule 13A.8.6, must be reduced by the proportion which the aggregate Proven DSR Capacity bears to the aggregate Unproven DSR Capacity.

CHAPTER 14: DATA PROVISION

14 Data provision

14.1 Purpose of this Chapter

14.1.1 These Rules govern the requirements for the provision of data to the CM Settlement Body.

14.2 General

14.2.1 The requirements to provide data set out in Rules 14.3 to 14.5 apply as follows:

(a) all requirements, except for the requirement in Rule 14.3.1(b), apply in respect of each Delivery Year; and

(b) the requirement in Rule 14.3.1(b) applies from the date on which these Rules come into force.

14.2.2 A person ("P") who is required to provide data to the CM Settlement Body under this Chapter must comply with any directions by the CM Settlement Body as to the format in which the data is to be provided.

14.2.3 Where P:

(a) has provided data in respect of a matter under this Chapter and revised data becomes available to P in respect of that matter; or

(b) has not provided data by the date required by this Chapter but is able to provide the missing data after that date,

subject to Rule 14.2.4, P must provide the revised or missing data to the CM Settlement Body as soon as reasonably practicable.

14.2.4 Subject to Rule 14.6.4, P is not required to provide any revised or missing data to the CM Settlement Body after the expiry of 28 months from the date on which data in respect of that matter was first required (other than under Rule 14.2.3) to be provided under this Chapter.

14.2.5 Where this Chapter requires P to provide any data to the CM Settlement Body:

(a) the CM Settlement Body may direct P to provide that data to a settlement services provider, either instead of or in addition to providing it to the CM Settlement Body;

(b) P must comply with the direction; and

(c) if P does so, P is to be treated as having complied with the requirements of this Chapter.

14.2.6 In Rule 14.2.5, "settlement services provider" means a person providing services to the CM Settlement Body in connection with the performance of its functions under the Regulations or these Rules.

14.2.7 Omitted.

14.3 BSCCo: Data provision

14.3.1 The BSCCo must provide to the CM Settlement Body:

(a) the data described in Rule 14.3.2 for each Capacity Committed CMU which is a Generating CMU or Interconnector CMU comprised of BM Units, in respect of:

(i) each Settlement Period in which a System Stress Event occurs; and

(ii) any other Settlement Periods for which the CM Settlement Body requests the data; and

(b) in respect of each Settlement Period, the BM Unit Metered Volume in MWh to three decimal places for:

(i) each Capacity Committed CMU which is a Generating CMU or Interconnector CMU comprised of BM Units; and

(ii) each electricity supplier.

14.3.1A The obligation of the BSCCo under Rule 14.3.1 applies in relation to a CMVR Registered CMU as it applies in relation to a Capacity Committed CMU, provided that the Settlement Body has received notification under Rule 10.1A.2(a) within the timescale referred to in Rule 14.3.3.

14.3.2 The data referred to in Rule 14.3.1 means:

(a) the following as defined in the BSC:

(i) BM Unit Applicable Balancing Services Volume;

(ii) Period Accepted Bid Volumes;

(iii) Period Accepted Offer Volumes; and

(b) the following as defined in Rule 8.5.2(a):

(i) MELij;

(ii) QMEij.

14.3.3 BSCCo must provide the data to which Rule 14.3.1(a) or (b)(i) applies:

(a) by no later than 9 Working Days after the end of the month in which the Settlement Period occurs; and

(b) where, after the provision of the data under Rule 14.3.3(a), BSCCo revises that data, as soon as practicable after the revision.

14.3.4 BSCCo must provide the data to which Rule 14.3.1(b)(ii) applies as soon as reasonably practicable.

14.4 System Operator and Delivery Body: Data provision

14.4.1 The System Operator must notify the CM Settlement Body and the Delivery Body after it:

(a) gives a Demand Reduction Instruction and/or Emergency Manual Disconnection Instruction to one or more DNOs; or

(b) becomes aware that an Automatic Low Frequency Demand Disconnection has taken place.

14.4.2 The System Operator must provide to the CM Settlement Body in respect of each Settlement Period in which a System Stress Event occurs, for each Capacity Committed CMU which is a Generating CMU (comprised of BM Units, or not):

(a) details of whether the CMU components comprised in that CMU were providing a Relevant Balancing Service in that Settlement Period and, if so, which Relevant Balancing Service;

(b) values for “Declared_Availability” and “Contracted_Output” for the CMU components comprised in that CMU in accordance with Schedule 4; and

(c) any other values, except those referred to in Rule 14.4.1(b), required for the calculation of ALFCO for the CMU components comprised in that CMU.

14.4.2A The System Operator must provide to the CM Settlement Body in respect of each Settlement Period in which a System Stress Event occurs, for each Capacity Committed CMU which is an Interconnector CMU, details of any reduction of Net Output falling within Rule 8.5.1(ba).

14.4.2B The System Operator must provide to the CM Settlement Body in respect of each Settlement Period in which a System Stress Event occurs, for each Capacity Committed CMU which is an Interconnector CMU, the Interconnector Schedule Transfer.

14.4.3 The Delivery Body must provide to the CM Settlement Body the following data:

(a) the times (if any) given by the Delivery Body of the:

(i) issue and expiry of a Capacity Market Notice; and

(ii) commencement and completion of a System Stress Event;

(b) omitted;

(c) each of the values of ILRj, RfR and SCOj required for the calculation of ALFCO;

(d) the identity of any Capacity Provider who is:

(i) ineligible to receive a capacity payment (in whole or part) by reason of the termination of their Capacity Agreement or suspension of Capacity Payments in accordance with the provisions of these Rules; or

(ii) liable to have Applicant Credit Cover drawn down (in whole or part) under Regulation 59;

(e) details of any notice given by the Delivery Body to an Applicant that Applicant Credit Cover must be lodged with the CM Settlement Body;

(f) details of any Termination Notice given by the Delivery Body to a Capacity Provider, including whether a Termination Fee is payable; and

(g) notice of any event entitling the Capacity Provider to the release of Applicant Credit Cover.

(h) notice of all CMUs that are subject to termination under Rule 6.10.1(d)(iii) because they cease to meet the third Condition of the General Eligibility Criteria described in Regulation 15(5) due to the Capacity Provider for the CMU entering into a CCS CFD in respect of that CMU and where the Capacity Provider does not comply with Rule 8.2.2(b) and Rule 6.10.4.

14.4.4 The details provided under Rule 14.4.3(e) or (f) must include, in particular:

(a) the amount of the payment or credit required;

(b) the date on or by which it is due; and

(c) identification of the CMU to which the requirement relates.

14.4.5 The data described in Rules 14.4.1, 14.4.2 and 14.4.3 (other than 14.4.3(h)) must be provided as soon as practicable and, in the case of the data described in Rules 14.4.1, 14.4.2 and 14.4.3(a), (c) and (d)(i) no later than 5 Working Days after the end of the month to which the data relates.

14.4.6 The System Operator must provide to the CM Settlement Body outturn electrical demand in MWh in respect of each month which is part of the calculation period for calculating the weighting factor for that Delivery Year under paragraph 2 of Schedule 1 of the Regulations.

14.4.7 The Delivery Body must by the date 5 Working Days after the end of Winter in a Delivery Year give a notice to the CM Settlement Body (a “payment suspension notice”) in respect of a Capacity Committed CMU if satisfactory performance days have not been demonstrated for the CMU as required by these Rules.

14.4.8 Where the Delivery Body has given a payment suspension notice in respect of a Capacity Committed CMU, it must give a further notice to the CM Settlement Body (a “payment resumption notice”) if Additional Satisfactory Performance Days are subsequently demonstrated for the CMU as required by these Rules.

14.4.9 A payment resumption notice must:

(a) be given within 5 Working Days after the Delivery Body is satisfied that the requirement referred to in Rule 14.4.8 has been met; and

(b) state the date on which the requirement was complied with.

14.5 Capacity providers: data provision

14.5.1 Rule 14.5.2 applies to a Capacity Provider (“C”) in relation to each Capacity Committed CMU in respect of which C is the Capacity Provider, except for any such CMU which is a Generating CMU comprised of BM Units.

14.5.2 Where this Rule 14.5.2 applies, C must provide to the CM Settlement Body the following data for each Capacity Committed CMU referred to in Rule 14.5.1:

(a) for each Generating CMU, the Metered Volume of electricity produced measured in MWh to three decimal places in respect of each Relevant Settlement Period;

(b) for each DSR CMU, the metered demand value measured in MWh in respect of:

(i) each relevant Settlement Period, and the Settlement Period immediately before and immediately after each relevant Settlement Period;

(ii) each Settlement Period which is used for baselining or capability testing, and the Settlement Period immediately before and immediately after each such Settlement Period or which is used for de-rating;

(iii) such other Settlement Periods as the CM Settlement Body may request.

14.5.3 Rule 14.5.4 applies where:

(a) a Capacity Provider is a party to the BSC and compliance with that code does not require the Capacity Provider to provide data to BSCCo in relation to the compilation of the data described in Rule 14.3.2 which other Capacity Providers are required to provide ("the missing data"); and

(b) BSCCo has not provided one or more of the items of data described in Rule 14.3.2.

14.5.4 Where this Rule 14.5.4 applies, the Capacity Provider must provide to the CM Settlement Body data which is equivalent to the missing data.

14.5.5 A Capacity Provider to whom Rule 14.5.2 or Rule 14.5.4 applies must provide the data specified in that Rule:

(a) as soon as practicable and no later than 9 Working Days after the end of the month in which the Settlement Period occurs; and

(b) where after the provision of any data under Rule 14.5.5(a) the data is revised, as soon as practicable after the revision.

14.5.6 Rule 14.5.7 applies to a Capacity Provider ("C") in relation to each Capacity Committed CMU in respect of which C is the Capacity Provider, including any such CMU which is a Generating CMU comprised of BM Units.

14.5.7 Where this Rule 14.5.7 applies, C must notify the CM Settlement Body if it identifies there is an error with the data submitted in accordance with Rule 14.5 within two Working Days of discovering the fault and within five Working Days either:

(a) correct the fault; or

(b) submit a rectification plan to the CM Settlement Body setting out how and when the fault will be corrected.

14.5.8 This Rule 14.5 applies to a CMVR Registered Participant as it applies to a Capacity Provider, and for that purpose any reference to "Capacity Committed CMU" is to be construed as reference to a CMVR Registered CMU.

14.6 Other funding sources: Data provision

14.6.1 The Delivery Body must provide to the CM Settlement Body on a monthly basis:

(a) the data described in Rule 14.6.2; and

(b) any updates to the data described in Rule 14.6.2, as required under Rule 8.3.8.

14.6.2 The data referred to in Rule 14.6.1 means, in respect of any Capacity Provider that has made a Funding Declaration under Rule 6.6.1:

(a) the identity of the Capacity Provider;

(aa) the total amount of Relevant Benefit that has been, or will be, received;

(b) the total amount of Relevant Expenditure that has been, or will be, incurred; and

(c) the amount to be deducted from the credit otherwise payable to the Capacity Provider under the Regulations.

14.6.3 The Delivery Body must provide the data to which Rule 14.6.1 applies as soon as reasonably practicable after the data is received by the Delivery Body and in any event no later than the beginning of the first Delivery Year that the Funding Declaration relates to.

14.6.4 Rule 14.2.4 does not apply in relation to data required to be provided under this Rule 14.6.

CHAPTER 15: REVIEW OF THE RULES

15 Review of the Rules

15.1 Review by the Secretary of State

15.1.1 The Secretary of State must from time to time:

(a) carry out a review of the following provisions of the Rules, namely:

(i) any rules that confer functions on the Secretary of State or the Authority; and

(ii) any rules made or amended by the Secretary of State after 30 June 2015; and

(b) publish a report setting out the conclusions of the review.

15.1.2 The report must in particular:

(a) set out the objectives intended to be achieved by the rules reviewed under this Rule 15.1;

(b) assess the extent to which those objectives are achieved; and

(c) assess whether those objectives remain appropriate and, if so, the extent to which they could be achieved in a less burdensome way.

15.1.3 The first report under this Rule 15.1 must be published with the report by the Secretary of State under Regulation 81.

15.1.4 Reports under this Rule 15.1 are, after the first report, to be published at intervals not exceeding five years.

15.2 Review by the Authority

15.2.1 The Authority must from time to time:

(a) carry out a review of the Rules; and

(b) publish a report setting out the conclusions of the review.

15.2.2 The report must in particular:

(a) set out the objectives:

(i) intended to be achieved by the Rules, or

(ii) in the case of rules that are not made by the Authority, understood by the Authority to be intended to be achieved;

(b) assess the extent to which those objectives are achieved; and

(c) assess whether those objectives remain appropriate and, if so, the extent to which they could be achieved in a less burdensome way.

15.2.3 The first report under this Rule 15.2 must be published before 1 August 2019.

15.2.4 Reports under this Rule 15.2 are, after the first report, to be published at intervals not exceeding five years.

CHAPTER 16: MODIFICATIONS IN RESPECT OF AGREEMENTS EXISTING ON 15 NOVEMBER 2018 AND IN RESPECT OF THE T-1 AUCTION FOR THE DELIVERY YEAR COMMENCING ON 1 OCTOBER 2019

16 Omitted

CHAPTER 17: MODIFICATIONS IN RESPECT OF SUBSEQUENT CAPACITY AUCTIONS

17 Modifications in respect of Subsequent Capacity Auctions

17.1 Purpose of this Chapter

17.1.1 The Rules in this Chapter modify the application of the Rules in respect of Subsequent Capacity Auctions, including the rights and obligations arising out of, or in relation to, those auctions.

17.2 Definitions

17.2.1 Rule 1.2 (Definitions) applies as if, in the definition of "Maximum Obligation Period", after "T-4 Auction" there were inserted "or the T-3 Auction".

17.3 Application of this Chapter in respect of Subsequent Capacity Auctions

17.3.1 The modifications made by the Rules specified in Rule 17.3.2 and Rule 17.3.3 apply only in respect of Subsequent Capacity Auctions including the rights and obligations arising out of, or in relation to, those auctions.

17.3.2 The modifications made by Rule 17.2, Rule 17.7, Rule 17.8, Rule 17.9 and Rule 17.10 apply on and from the coming into force of the Capacity Market (Amendment) (No. 5) Rules 2019.

17.3.3 The modifications made by Rule 17.7A and Rule 17.11 apply on and from the coming into force of the Capacity Market (Amendment) Rules 2020.

17.4 Omitted

17.5 Omitted

17.6 Omitted

17.7 Modifications to Chapter 6 (Capacity Agreements)

17.7.1 Rule 6.4.1 (Indexation) applies as if after "T-4 auction" there were inserted "or the T-3 Auction".

17.7.2 Rule 6.10.1(ba) applies as if:

(a) omitted;

(b) in Rule 6.10.1(ba)(ii), at the end there were inserted "(as modified by Regulation 87C(2)(d)".

17.7A Omitted

17.8 Modifications to Chapter 9 (Transfer of Capacity Obligations)

17.8.1 Rule 9.2.6(a) applies as if after "T-4 Auction" there were inserted "or the T-3 Auction".

17.9 Omitted

17.10 Omitted

17.11 Omitted

CHAPTER 18: MODIFICATIONS IN RESPECT OF THE EFFECTS OF CORONAVIRUS

18 Omitted

SCHEDULE 1: TEMPLATE CAPACITY AGREEMENT NOTICE

CAPACITY AGREEMENT NOTICE

This Capacity Agreement Notice is issued pursuant to the Capacity Market Rules (the "Rules"). Terms have the meaning prescribed to them in the Rules unless otherwise indicated.

The Registered Holder of the Capacity Agreement to which this Capacity Agreement Notice relates has the rights and obligations of a Capacity Provider pursuant to the Regulations and the Rules.

Neither the registration of a Capacity Committed CMU (or its Capacity Provider) nor the issuance of a Capacity Agreement Notice is intended to create contractual relations and does not give rise to contractual rights for the benefit of a Capacity Provider or any Administrative Party. Where there is an inconsistency between a Capacity Agreement or a Capacity Agreement Notice and the terms of the Capacity Market Register, the terms of the Capacity Market Register prevail.

Part A: Capacity Obligation

Capacity Obligation

In accordance with Rule 8.5, the Registered Holder must deliver electrical energy or reduce demand at the Capacity Committed CMU to which this Capacity Agreement Notice relates in accordance with Rule 8.5.1.

Capacity Payment

The Registered Holder is entitled to a Capacity Payment for the Capacity Committed CMU to which this Capacity Agreement relates in accordance with the Regulations.

Part B: Capacity Agreement Details

(i)	Identification number	
(ii)	Relevant Delivery Year(s)	
(iii)	Auction (T-4 or T-1)	
(iv)	Date of Auction Results Day	
(v)	Clearing Price to be used to determine Capacity Payment	
(vi)	the Auction Acquired Capacity Obligation	
(vii)	Base period for indexation (if applicable)	
(viii)	Date(s) of amendment to or transfer of Capacity Agreement (if any) and details	

Part C: Capacity Provider Details

(i)	Registered Holder	

(ii)	Corporate registration number (if applicable)	
(iii)	Registered address	
(iv)	Name and contact details of authorised contact person or any Agent appointed	
(v)	Omitted	
(vi)	Names of previous Registered Holders, if any, and dates of transfer	

Part D: CMU Details

(i)	Description and the full postal address with postcode, if available, and the two letter prefix and six-figure Ordnance Survey grid reference numbers of Generating Unit(s) and/or DSR CMU Component(s) or the Electricity Interconnector	
(ii)	Omitted	
(iii)	Omitted	
(iv)	Type of CMU (Transmission, CMRS Distribution, Non-CMRS Distribution or DSR, Interconnector)	
(v)	Classification (for Generating or Interconnector CMUs only – Existing, Prospective and, if applicable Refurbishing)	
(vi)	Construction Milestone Dates (for Prospective CMUs only)	
(vii)	Longstop Date (*for Prospective CMUs only*)	

(viii)	De-rated Capacity	
(ix)	Applicable Termination Fees	
(x)	Applicable annual liability cap	
(xi)	Applicable monthly liability cap	

Part E: Transferability

The Capacity Agreement to which this Capacity Agreement Notice relates may be amended, transferred or terminated only in accordance with the Regulations and the Rules.

SCHEDULE 2: BASELINE METHODOLOGY

1 Purpose of the methodology

1.1 The purpose of this methodology is to establish the baseline Demand (in MW) for a DSR CMU Component. This baseline can be compared against actual demand during a System Stress Event in order to determine the volume of capacity generated through DSR at that DSR CMU Component.

1.2 The baseline Demand will be determined for each Settlement Period or DSR Alternative Delivery Period based on the relevant data points for that period. For the purposes of this methodology a DSR Alternative Delivery Period may be identified by a CMU only where:

1.2.1 that CMU is metered using a higher time sampling frequency than half-hourly; and

1.2.2 the metered data is available both to the Applicant or Capacity Provider and to the Delivery Body.

2 Relevant baseline data points

2.1 The relevant data points for determining the baseline Demand for a DSR CMU Component with respect to a Settlement Period or DSR Alternative Delivery Period must be the Demand at that DSR CMU Component in the equivalent Settlement Period or DSR Alternative Delivery Period, as appropriate:

2.1.1 in the same day of the week for each of the last 6 weeks (provided that where the period for which the baseline is being calculated is on a Working Day and the same day of the week in the last 6 weeks is a non-Working Day that these equivalent periods are disregarded); and

2.1.2 where the Settlement Period or DSR Alternative Delivery Period for which the baseline is being calculated is on a Working Day, on the last 10 Working Days; and

2.1.3 where the Settlement Period or DSR Alternative Delivery Period for which the baseline is being calculated is not on a Working Day, on the last ten days that are not a Working Day,

as evidenced to the CM Settlement Body and ignoring:

2.1.4 any such equivalent Settlement Period or DSR Alternative Delivery Period for which there is no data available; and

2.1.5 any such Settlement Period or DSR Alternative Delivery Period which falls while a Capacity Market Notice is in force;

where a Capacity Provider has notified the addition of one or more components during a Delivery Year pursuant to Rule 8.3.4, the data points as described in paragraphs 2.1.1, 2.1.2 and 2.1.3 of Schedule 2 shall be those for all components in the CMU listed as “Live” and “Added – Live” on the day of the Settlement Period or DSR Alternative Delivery Period (each such data point in a Settlement Period or DSR Alternative Delivery Period being a “Demand Sample”).

3 Baseline calculation

3.1 Each Demand Sample must be amended by:

3.1.1 adding any energy being provided by the reduction of consumption or increase in generation; and

3.1.2 subtracting any energy being consumed or generation not being provided, in each case for the purposes of a balancing service defined as such pursuant to Standard Condition C16 of the Transmission Licence and provided by the DSR CMU Component during the period to which it relates (each an "Adjusted Demand Sample").

3.2 The mean average of the Adjusted Demand Samples for a DSR CMU Component in a Settlement Period or DSR Alternative Delivery Period will be the Provisional Baseline Demand for that DSR CMU Component during that period.

3.3 In the event of a Capacity Market Notice, the Provisional Baseline Demand for a DSR CMU Component must be determined for each of the 6 Settlement Periods or DSR Alternative Delivery Periods where applicable, prior to the Settlement Period in which the Capacity Market Notice is issued and compared to the actual Demand of such DSR CMU Component in each such period with excess actual Demand over Provisional Baseline Demand being expressed as a positive number and excess Provisional Baseline Demand over actual Demand being expressed as a negative number (each such comparison determination being a "Pre-CMN Adjustment").

3.4 The Baseline Demand for a DSR CMU Component during any Settlement Period or DSR Alternative Delivery Period to which a Capacity Market Notice relates will be the Provisional Baseline Demand for that DSR CMU Component during such Settlement Period or DSR Alternative Delivery Period, as appropriate, adjusted by the average of the Pre-CMN Adjustments relating to that Capacity Market Notice.

4 Monitoring

4.1 The CM Settlement Body must monitor for any manipulation of Demand at any DSR CMU Component intended to give a false indication of the baseline Demand at such DSR CMU Component ("Baseline Manipulation"). Such monitoring may include (without limitation):

4.1.1 checking Demand in periods other than the Demand Samples; and

4.1.2 examining any data available from meters other than the meter through which DSR with respect to the DSR CMU Component is being measured to determine whether a genuine DSR has been delivered.

4.2 If the CM Settlement Body suspects any Baseline Manipulation, it must notify the Authority providing details of its suspicions.

SCHEDULE 2A: BASELINE METHODOLOGY FOR STORAGE FACILITIES

1 Purpose of the methodology

1.1 The purpose of this methodology is to establish the baseline Demand (in MW) for a Generating Unit which comprises part of a Storage Facility. This baseline can be compared against actual demand during a System Stress Event in order to determine the volume of capacity provided through reduction in demand by that Generating Unit.

1.2 The baseline Demand will be determined for each Settlement Period based on the relevant data points for that period.

2 Relevant baseline data points

2.1 The relevant data points for determining the baseline Demand for a Generating Unit that constitutes a storage facility with respect to a Settlement Period must be the Demand at that Generating Unit that constitutes a storage facility in the equivalent Settlement Period, as appropriate:

2.1.1 in the same day of the week for each of the last 6 weeks (provided that where the period for which the baseline is being calculated is on a Working Day and the same day of the week in the last 6 weeks is a non-Working Day that these equivalent periods are disregarded); and

2.1.2 where the Settlement Period for which the baseline is being calculated is on a Working Day, on the last 10 Working Days; and

2.1.3 where the Settlement Period for which the baseline is being calculated is not on a Working Day, on the last ten days that are not a Working Day,

as evidenced to the CM Settlement Body and ignoring:

2.1.4 any such equivalent Settlement Period for which there is no data available; and

2.1.5 any such Settlement Period which falls while a Capacity Market Notice is in force; (each such data point in a Settlement Period being a “Demand Sample”).

3 Baseline calculation

3.1 Each Demand Sample must be amended by:

3.1.1 adding any energy being provided by the reduction of consumption or increase in generation; and

3.1.2 subtracting any energy being consumed or generation not being provided, in each case for the purposes of a balancing service defined as such pursuant to Standard Condition C16 of the Transmission Licence and provided by the Generating Unit that constitutes a storage facility during the period to which it relates (each an “Adjusted Demand Sample”).

3.2 The mean average of the Adjusted Demand Samples for a Generating Unit that constitutes a storage facility in a Settlement Period will be the Provisional Baseline Demand for that Generating Unit that constitutes a storage facility during that period.

3.3 In the event of a Capacity Market Notice, the Provisional Baseline Demand for a Generating Unit that constitutes a storage facility must be determined for each of the 6 Settlement Periods prior to the Settlement Period in which the Capacity Market Notice is issued and compared to the actual Demand of such Generating Unit that constitutes a storage facility in each such period with excess actual Demand over Provisional Baseline Demand being expressed as a positive number and excess Provisional Baseline Demand over actual Demand being expressed as a negative number (each such comparison determination being a "Pre-CMN Adjustment").

3.4 The Baseline Demand for a Generating Unit that constitutes a storage facility during any Settlement Period to which a Capacity Market Notice relates will be the Provisional Baseline Demand for that Generating Unit that constitutes a storage facility during such Settlement Period adjusted by the average of the Pre-CMN Adjustments relating to that Capacity Market Notice.

4 Monitoring

4.1 The CM Settlement Body must monitor for any manipulation of Demand at any Generating Unit that constitutes a storage facility intended to give a false indication of the baseline Demand at such Generating Unit that constitutes a storage facility ("Baseline Manipulation"). Such monitoring may include (without limitation) checking Demand in periods other than the Demand Samples; and

4.2 If the CM Settlement Body suspects any Baseline Manipulation, it must notify the Authority providing details of its suspicions.

SCHEDULE 3: GENERATING TECHNOLOGY CLASSES

1.1 The Generating Technology Classes for the purposes of these Rules are the classes specified in the first column of the following table. The second column of the table contains further details about plant types included in each such class.

Item	Generating Technology Class	Plant types Included
1	Oil-fired steam generators	• Conventional steam generators using fuel oil
2	Open Cycle Gas Turbine (OCGT)	• Gas turbines running in open cycle fired mode
3	Reciprocating engines	• Reciprocating engines
4	Nuclear	• Nuclear plants generating electricity
5	Hydro (excluding tidal / waves / ocean currents/ geothermal / storage	• Generating Units driven by water, other than such units: (a) driven by tidal flows, wavers, ocean currents or geothermal sources; or (b) which form part of a Storage Facility
6	Storage: minimum 0.5 hours duration	• Conversion of imported electricity into a form of energy which can be stored, storing the energy which has been so converted and the re-conversion of the stored energy into electrical energy • Includes hydro Generating Units which form part of a Storage Facility (pumped storage hydro stations).
7	Storage: minimum 1.0 hour duration	• As above.
8	Storage: minimum 1.5 hours duration	• As above.
9	Storage: minimum 2.0 hours duration	• As above.
10	Storage: minimum 2.5 hours duration	• As above.
11	Storage: minimum 3.0 hours duration	• As above.
12	Storage: minimum 3.5 hours duration	• As above.
13	Storage: minimum 4.0 hours duration	• As above.
14	Storage: minimum 4.5 hours duration	• As above.
15	Storage: minimum 5.0 hours duration	• As above.
16	Storage: minimum 5.5 hours duration	• As above.
17	Storage: minimum 6.0 hours duration	• As above.

Item	Generating Technology Class	Plant types Included
18	Storage: minimum 6.5 hours duration	• As above.
19	Storage: minimum 7.0 hours duration	• As above.
20	Storage: minimum 7.5 hours duration	• As above.
21	Storage: minimum 8.0 hours duration	• As above.
22	Storage: minimum 8.5 hours duration	• As above.
23	Storage: minimum 9.0 hours duration	• As above.
24	Storage: minimum 9.5 hours duration	• As above.
25	Storage: minimum 10.0 hours duration	• As above.
26	Storage: minimum 10.5 hours duration	• As above.
27	Storage: minimum 11.0 hours duration	• As above.
28	Storage: minimum 11.5 hours duration	• As above.
29	Storage: minimum 12.0 hours duration	• As above.
30	Combined Cycle Gas Turbine (CCGT)	• Combined Cycle Gas Turbine plants
31	Combined Heat and Power (CHP)	• Combined heat and Power plants (large and small-scale)
32	Coal	• Conventional steam generators using coal
33	Biomass	• Conventional steam generators using biomass
34	Energy from Waste	• Generation of energy from waste, including the generation of energy from: (a) conventional steam generators using waste; (b) anaerobic digestion; (c) pyrolysis; and (d) gasification
35	Onshore Wind	• Wind Turbines generating electricity from wind which are located in Great Britain and not in the Offshore Area.
36	Offshore Wind	• Wind Turbines generating electricity from wind which are located in the Offshore Area.
37	Solar Photovoltaic	• Photovoltaic solar cells generating electricity from the direct conversion of sunlight into electricity.

1.2 In the above table:

"Combined Heat and Power plants" means turbines or engines which generate heat and power, including electricity, simultaneously in a single process;

"Photovoltaic solar cell" means a photovoltaic solar cell for which the Intermittent Power Source is solar;

"Reciprocating engine" means an engine in which one or more pistons move up and down in cylinders; and

"Wind Turbine" means a wind turbine for which the Intermittent Power Source is wind.

SCHEDULE 3A: METHODOLOGY FOR DETERMINING THE DE-RATING FACTORS FOR AN INTERCONNECTOR CMU

This Schedule 3A sets out the methodology for determining the Equivalent Firm Interconnector Capacity ("EFIC") of an Interconnector CMU for the purpose of Rule 2.3.4(c).

The EFIC of an Interconnector CMU ("the relevant Interconnector CMU") for each calendar year ("Year Y") is determined by the Secretary of State as follows:

1 The Secretary of State determines a Forecasted De-rating Factor for each Interconnected Country in accordance with the process described in paragraphs 3 to 6.

2 For the purposes of this Schedule 3A, an Interconnected Country is:

(a) a country or territory in which a Non-GB Part of an Electricity Interconnector of which an Interconnector CMU forms part is located; or

(b) a country or territory in which the Delivery Body considers a Non-GB Part of an Electricity Interconnector may be located by the time that the auction is to be held in respect of which the EFIC of that Electricity Interconnector would need to be determined.

3 The Delivery Body must use stochastic modelling methodology to produce a range of De-Rating Factors for each Interconnected Country for Year Y.

4 The Delivery Body must provide the range of De-Rating Factors to the Secretary of State with the scenarios on which they are based.

5 The Secretary of State may consult such persons of proven technical expertise as the Secretary of State considers appropriate on the range of De-Rating Factors contained in the Electricity Capacity Report provided by the Delivery Body for Year Y.

6 The Secretary of State must determine the Forecasted De-Rating Factor for each Interconnected Country by:

(a) taking into consideration any advice provided by such persons of proven technical expertise as the Secretary of State considers appropriate;

(b) taking into consideration the range of De-Rating Factors provided by the Delivery Body; and

(c) determining the Forecasted De-Rating Factor within the range of De-Rating Factors provided by the Delivery Body.

7 The Secretary of State must adjust the Forecasted De-Rating Factor to take into consideration the technical reliability of each Interconnector CMU to determine the EFIC of that Interconnector CMU.

SCHEDULE 3B: METHODOLOGY FOR DETERMINING THE DERATING FACTORS FOR STORAGE GENERATING TECHNOLOGY CLASSES THAT ARE DURATION LIMITED AND FOR NON-DISPATCHABLE GENERATING TECHNOLOGY CLASSES

This Schedule 3B sets out the methodology for the determination of the Equivalent Firm Capacity ("EFC") of each of the Storage Generating Technology Classes that are Duration Limited and for each Non-dispatchable Generating Technology Class for the purposes of Rule 2.3.4(d).

The Delivery Body shall calculate the EFC for each Storage Generating Technology Class that is Duration Limited using a time-sequential stochastic simulation model where the outputs of the model for each Storage Generating Technology Class shall be multiplied by the Technology Class Weighted Average Availability for that Storage Generating Technology Class. The Technology Class Weighted Average Availability for a Storage Generating Technology Class shall be calculated using the method set out in Rule 2.3.5(a).

The Delivery Body shall calculate the EFC for each Non-dispatchable Generating Technology Class using a time-sequential stochastic simulation model where the outputs of the model for each Non-dispatchable Generating Technology Class give the de-rating factor.

The Delivery Body will make a final determination of the EFC for each Storage Generating Technology Class that is Duration Limited and for each Non-dispatchable Generating Technology Class after consulting such persons of proven technical expertise as the Delivery Body considers appropriate.

SCHEDULE 4: RELEVANT BALANCING SERVICES

This schedule describes the process and requirements for the publication of the Relevant Balancing Services Guidelines. It also sets out the process in respect of which the Delivery Body shall consult and amend the Relevant Balancing Services Guidelines.

The Relevant Balancing Services Guidelines shall be published by the Delivery Body and must provide the following information:

which services are Relevant Balancing Services and thus are eligible for a β adjustment; and

definitions for the terms "Declared_Availability" and "Contracted_Output", for the purpose of Rule 8.5.2(b) for a CMU that is not also a BM Unit, in respect of each balancing service the CMU is providing.

Relevant Balancing Services:

(i) A balancing service entered into by National Grid Electricity System Operator pursuant to the licence condition C16 of its transmission licence must be classified as a "Relevant Balancing Service" for the purposes of the Rules if and only if it is included in the Relevant Balancing Services Guidelines.

"β" for the purpose of this Schedule 4 means: 1 in any Settlement Period where any of the services contained within the Relevant Balancing Services Guidelines are being provided by a CMU.

The Delivery Body:

(a) must, on the request of the Secretary of State or the Authority; and

(b) may, at any other time,

consult with interested parties for not less than 28 days as to whether the Relevant Balancing Services Guidelines are fit for purpose and/or whether the inclusion of additional services (for which the Delivery Body may make proposals) would be beneficial.

The Delivery Body shall submit to the Authority within seven Working Days of the close of the consultation period, a report setting out:

(ii) the revisions originally proposed;

(iii) the representations (if any) made to the Delivery Body in response to the consultation; and

(iv) any changes to the revisions.

The Authority shall then determine (after consultation with the Delivery Body, the CM Settlement Body and such other persons as it considers desirable) whether to approve or reject any amendments to the Relevant Balancing Services Guidelines.

The Delivery Body must update the Relevant Balancing Services Guidelines within seven Workings Days following the Authority determination on amendments.

SCHEDULE 5: EXPERT DETERMINATION PROCEDURE

1 Purpose of expert determination procedure

If a Capacity Provider does not accept a decision of the CM Settlement Body pursuant to :

1.1 Rule 7.7A.1 and no resolution is agreed pursuant to Rule 7.7A.6, the Capacity Provider may submit the dispute to expert determination in accordance with Rule 7.7A.7 and the procedure set out in this Schedule 5 (the "Expert Determination Procedure").

1.2 Rule 13.3.6(b) and no resolution is agreed pursuant to Rule 13.3.9(b), the Capacity Provider may submit the dispute to expert determination in accordance with Rule 13.3.9(d) and the procedure set out in this Schedule 5 (the "Expert Determination Procedure").

2 Submission of dispute to expert determination

2.1 In order to submit the dispute to expert determination in accordance with Rule 13.3.9(d), the Capacity Provider must give a notice (an "Expert Determination Notice") to the CM Settlement Body, no later than 10 Working Days after the meeting held under Rule 13.3.9(b), which includes:

2.1.1 a statement that the Capacity Provider considers that the dispute should be referred for expert determination in accordance with Rule 13.3.9(d) and the Expert Determination Procedure;

2.1.2 a description of the subject matter of the dispute and the issues to be resolved;

2.1.3 where the Capacity Provider considers it appropriate, copies of any supporting information on which the Capacity Provider intends to rely; and

2.1.4 a proposal as to the identity, and terms of reference, of the person to be appointed in accordance with the Expert Determination Procedure to determine the dispute ("Expert") and the relevant expertise that the Capacity Provider considers qualifies the Expert to determine the relevant matter.

2.1A In order to submit dispute to expert determination in accordance with Rule 7.7A.7, the Capacity Provider must give a notice (an "Expert Determination Notice") to the CM Settlement Body, no later than 10 Working Days after notification of refusal received under 7.7A.6, which includes:

2.1A.1 a statement that the Capacity Provider considers that the dispute should be referred for expert determination in accordance with Rule 7.7A.7 and the Expert Determination Procedure;

2.1A.2 a description of the subject matter of the dispute and the issues to be resolved;

2.1A.3 where the Capacity Provider considers it appropriate, copies of any supporting information on which the Capacity Provider intends to rely; and

2.1A.4 a proposal as to the identity, and terms of reference, of the person to be appointed in accordance with the Expert Determination Procedure to determine the dispute ("Expert") and the relevant expertise that the Capacity Provider considers qualifies the Expert to determine the relevant matter.

2.2 Any Expert appointed to determine a dispute in accordance with this procedure shall be required to have an appropriate level of experience in relation to matters of the same general description as the matter in dispute.

2.3 The CM Settlement Body must, within 10 Working Days of service of the Expert Determination Notice, give notice to the Capacity Provider which specifies whether or not the CM Settlement Body accepts:

2.3.1 the Expert proposed by the Capacity Provider (and, if the CM Settlement Body does not accept the Expert proposed by the Capacity Provider, it shall specify an alternative Expert for consideration by the Capacity Provider); and

2.3.2 the terms of reference for the Expert proposed by the Capacity Provider (and, if the CM Settlement Body does not accept the terms of reference for the Expert proposed by the Capacity Provider, it shall propose alterative terms of reference for the Expert for consideration by the Capacity Provider).

3 Appointment of Expert

3.1 If the Capacity Provider and CM Settlement Body fail to agree on the identity of the Expert within 20 Working Days of the date of service of the Expert Determination Notice, either the Capacity Provider or the CM Settlement Body may request that the Expert be nominated by the London Court of International Arbitration ("LCIA"), which shall be requested to choose a suitably qualified and experienced Expert for the dispute in question. The LCIA's nomination shall, subject to paragraph 3.2.1(i), be binding on the Capacity Provider and CM Settlement Body.

3.2 The Capacity Provider and the CM Settlement Body must:

3.2.1 use reasonable endeavours to procure that within 10 Working Days of them agreeing the identity of the Expert to be appointed (or the LCIA having nominated an Expert in accordance with paragraph 3.1):

(i) the Expert confirms in writing to the Capacity Provider and CM Settlement Body that:

(a) he is willing and available to act in relation to the dispute; and

(b) he has no conflict of interest which prevents him from determining the dispute;

(ii) (subject to the confirmation referred to in paragraph (i) having been given) the terms of appointment and the terms of reference of the Expert are agreed between the Capacity Provider, CM Settlement Body and the Expert (and an appointment letter entered into among them), such terms:

(a) to include an undertaking that the Expert shall not disclose to any person any supporting information disclosed or delivered by the Capacity Provider or CM Settlement Body to the Expert in consequence of, or in respect of, his appointment as the Expert; and

(b) to exempt the Expert (and any employee, agent or adviser of or to the Expert) from liability for anything done or omitted in the discharge or purported discharge of the Expert's functions, unless such act or omission is fraudulent or in bad faith;

3.2.2 instruct the Expert:

(i) to act fairly and impartially;

(ii) to take the initiative in ascertaining the facts and the law, including by:

(a) considering any supporting information submitted to him by the Capacity Provider or CM Settlement Body;

(b) instructing an expert and/or taking Counsel's opinion as to any matter raised in connection with the dispute, provided that the Expert shall not be entitled to delegate any decision to such expert or Counsel;

(c) requiring the Capacity Provider and CM Settlement Body to produce any supporting information (excluding any of the foregoing which would be privileged from production in court proceedings); and

(iii) if requested by either the Capacity Provider or the CM Settlement Body in writing, to provide reasons for his decision, which shall be communicated to the Capacity Provider and CM Settlement Body;

3.2.3 afford the Expert the discretion to establish the procedure (including the timetable) for the determination of the dispute, it being agreed by the Capacity Provider and CM Settlement Body that:

(i) the Expert shall be requested to confirm to the Capacity Provider and CM Settlement Body the proposed procedure for the relevant dispute as soon as reasonably practicable after the appointment of the Expert and, in any event, within 10 Working Days of such appointment and, in so doing, the Capacity Provider and CM Settlement Body agree that:

(a) the Expert shall be requested to afford the Capacity Provider and CM Settlement Body the opportunity to address him in a meeting at which both the Capacity Provider and CM Settlement Body shall have the right to be present, where either the Capacity Provider or CM Settlement Body requests such a meeting in writing or the Expert otherwise considers it to be necessary or desirable to reach a determination in respect of the relevant dispute, with the format and procedure applicable to any such meeting being a matter for the Expert to decide in his sole and absolute discretion; and

(b) the Expert may (without limitation) modify the time periods provided for in paragraph 3.3 and otherwise modify the procedure contemplated by that paragraph;

(ii) all submissions made to the Expert (including all supporting information provided to him) shall, contemporaneously with such submissions being made to the Expert, be provided to the Capacity Provider or the CM Settlement Body, as applicable; and

(iii) the Capacity Provider and CM Settlement Body shall (without prejudice to paragraph 3.2.3(i) request the Expert to determine the dispute within the earlier of:

(a) 30 Working Days following the date on which a reply to the First Submission has been provided by each of the Capacity Provider or the CM Settlement Body; and

(b) 60 Working Days after the deadline specified in paragraph 3.3.2 for the First Submission; and

3.2.4 afford the Expert all supporting information and assistance which the Expert requires to determine the dispute (and, if either the Capacity Provider or the CM Settlement Body fails to produce any such supporting information or assistance, the Expert may continue the determination process without that supporting information or assistance).

3.3 Subject to paragraph 3.2.3:

3.3.1 the Capacity Provider shall provide the Expert with a copy of the Expert Determination Notice no later than 10 Working Days after the appointment of the Expert;

3.3.2 each of the Capacity Provider or the CM Settlement Body may, but is not obliged to, provide a written statement of its case, together with any supporting information, to the Expert (the "First Submission") within 20 Working Days of the Expert receiving the Expert Determination Notice and, without limitation, the First Submission may cover any of the matters required to be contained in the Expert Determination Notice pursuant to paragraphs 2.1.2 to 2.1.4 (inclusive) and a copy of such First Submission shall be provided to the other at the same time as it is provided to the Expert; and

3.3.3 each of the Capacity Provider or the CM Settlement Body may submit a reply, together with any supporting information, to the other's First Submission within 30 Working Days of receipt of the First Submission.

3.4 The Arbitration Act 1996 and the law relating to arbitrators and arbitrations shall not apply to the Expert or his determination or the procedure by which he reaches his determination.

3.5 If the Expert is at any time unable or unwilling to act, either the Capacity Provider or the CM Settlement Body may proceed to seek the appointment of a replacement Expert as if the Expert Determination Notice had just been served. The provisions of the Expert Determination Procedure shall apply, mutatis mutandis, to any replacement Expert and the replacement Expert shall be energised to determine any dispute which was submitted to his predecessor but which his predecessor had not determined at the time when his predecessor became unable or unwilling to act.

3.6 The Expert's determination shall be final and binding upon the Capacity Provider and CM Settlement Body, except in the event of fraud or manifest error.

3.7 The Expert may, in his determination, provide that one or other or both of the Capacity Provider and CM Settlement Body pay the Expert's fees and expenses and each other's costs (including the fees and expenses of external advisers and consultants) in such proportions as he may specify on the general principle that the allocation of costs should reflect the relative success of the Capacity Provider and CM Settlement Body and failure in the Expert Determination Procedure. Without such a direction, each of the Capacity Provider and CM Settlement Body shall bear its own costs and the fees and expenses of the Expert shall be paid in equal shares by the Capacity Provider and CM Settlement Body.

SCHEDULE 6: METERING STATEMENT

A Capacity Provider must provide a detailed description for each CMU, Generating Unit or DSR CMU Component which must include, as applicable, the following information:

(a) **Single Line Diagram –** to determine that the Metering System is at the Meter Point and to measure the Metered Volume of the CMU. The single line diagram must show all CMU components and all connections to the Total System, as applicable.

(b) **CMU Metering Site details** (to include the following):

(i) CMU ID;

(ii) Circuit name (if applicable);

(iii) Confirmation that the CMU is either a Generating CMU or a Demand Side Response CMU;

(iv) Type of site;

(v) Site address;

(vi) Site contact details;

(vii) Arrangements for Site Audit;

(viii) Type of Metering Configuration Solution used and where this is Balancing Services the relevant Balancing Services Agreement; and

(ix) The rated output of any Generating Unit (kW or MW) or the rated capacity of the circuit (kVA or MVA), as applicable.

(c) **Metering Technical details (to include the following):**

(i) Meter Point Administration Numbers or Metering System Identifier(s) and BMU IDs where applicable that are part of the CMU;

(ii) Meter serial numbers;

(iii) Outstation ID;

(iv) number of channels;

(v) measurement quantity ID;

(vi) Meter and pulse multipliers;

(vii) Current and voltage transformer ratios applied;

(viii) Communications numbers and confirm method for remote communication;

(ix) Metering dispensations for the Metering Site (if applicable);

(x) Complex Site Supplementary Form (if applicable). In respect of an SMRS registered CMU: the D0268, in respect of a CMRS CMU: the BSCP20/4.3a, b

and c forms and in respect of a Metering Site using the Bespoke Metering Configuration Solution the Key Meter Technical Details form; and

(xi) If the CMU is identical to the BM Unit, the completed Aggregation Rule Form BSCP75/4.2. If the CMU is different from the BM Unit, the Capacity Provider must provide details of the metered data values to be aggregated to the appropriate Metered Volume for the CMU.

(xii) Where multiple Metering Systems are used the aggregation rule[18] for the CMU, Generating Unit or DSR CMU Component should be provided unless provided under (c)(xi) or (c)(xii).

(d) **In respect of a CMU not using a Meter that measures on a half hourly basis, the Capacity Provider must provide the following metering information:**

(i) Technical specification of the device providing instantaneous metering values;

(ii) A calibration test certificate for the device listed in paragraph (d)(i) above;

(iii) Ratios of any connected instrument transformers;

(iv) Details of the Settlement Instation; and

(v) Confirmation of the method used of converting to half hourly data to submit to the CM Settlement Body.

(e) **Data Provision**

A Capacity Provider must confirm:

(i) the method it proposes to use to submit data to the CM Settlement Body; and

(ii) if applicable, the contact details of the relevant Half Hourly Data Aggregators or Half Hourly Data Collectors to enable the CM Settlement Body to confirm the Metering Technical details provided by the Capacity Provider at paragraph (c) above, match those held by the Half Hourly Data Aggregators or Half Hourly Data Collectors.

(iii) Where data is submitted using the method set out in Rule 14.2.7 an example of the comma separated value file in the format specified by the CM Settlement Body must be provided.

(f) **Time Synchronisation**

A Capacity Provider must provide a statement detailing how the time of the meters or Settlement Instation used is synchronised to UTC.

(g) **Security**

A Capacity Provider must submit a detailed description of their security arrangements, including, where applicable, details of any sealed or padlocked hardware and password protected IT software.

[18] For the purposes of this Schedule, 'the Aggregation Rule' refers to the formula set out by the CM Settlement Body to determine the Metered Volume, in relation to any Settlement Period, where more than one Metering System is being used for a CMU, DSR CMU Component or Generating Unit at a single Metering Site.

(h) **Testing Facilities**

A Capacity Provider must submit a detailed description of the testing facilities and fusing arrangements for the Meters.

(i) **Installation Date**

A Capacity Provider must confirm the date that the Metering System was installed and commissioned to enable the CM Settlement Body to verify compliance with the relevant Governing Documents, as applicable, at that time. If the date of installation and commissioning is unknown, the Capacity Provider must undertake a new commissioning test.

(j) **Instrument Transformers**

A Capacity Provider must provide evidence to enable the CM Settlement Body to determine the relevant transformers are of the correct accuracy class and that any errors are within the allowed limits of that class. The evidence may be either:

(i) the manufacturer's test certificates; or

(ii) technical information from the manufacturer confirming the ratio(s), rated burden, accuracy class and the errors for the same type and configuration of Instrument Transformers as that installed. Relevant technical information should include, as applicable:

(a) the manufacturer's test certificate for an equivalent transformer; or

(b) an error from the National Measurement Transformer Database; or

(c) the range of errors from the design characteristics of the transformer as specified in the design specification of a transformer.

(k) **Power Transformers**

A Capacity Provider must submit a copy of the evidence of the Power Transformer losses used as part of their approved dispensation which accounts for transformer losses where the installed metering is not at the defined Meter Point and there is a power transformer between the two points. This evidence should include, as applicable:

(i) the manufacturer's Power Transformer Test Certificate for the installed Power Transformer; or

(ii) the manufacturer's Power Transformer Test Certificate for a Power Transformer of the same type as that installed; or

(iii) an average figure approved for use under the dispensation.

(l) **Meters**

A Capacity Provider must provide either:

(i) A Manufacturers test certificate;

(ii) Technical information from the manufacturer confirming the typical errors of the device; or

(iii) A calibration test certificate tested at the calibration testing points set out in the table below performed by a third party;

(iv) For non-integral Outstation meters a calibration test certificate that confirms the errors of the meter.

Calibration testing points for Meter Types 1, 2, 3 and 4:

Test Point	Active Meter		
Value of current (I)	Power Factor (Cos)		
	Unity	0.5 Inductive	0.8 Capacitive*
0.01 In	X		
0.02 In		X	X
0.05 In	X (3), Y****		
0.1 In		X	X
1.0 In***	X (2), Y (5)	X (4)	X
1.0 Imax or 1.2 In or 1.5 In or 2.0 In**	X (1)	X	X

Notes:

These tests shall be carried out for input electricity and output electricity directions for a given metering point. If the same measuring element is used for both input electricity and output electricity, one additional test point only (at "1.0 In", Unity Power Factor, balanced) is required in the reverse direction.

X = all elements combined. Y = each element on its own.

X,Y = tests should be carried out both on all elements combined, and each element on its own.

* = tests at 0.5 capacitive Power Factor is acceptable.

** = determined by overload capacity of circuit. If unspecified, test at "1.0 I_{max}".

*** = Tests points for Class 1 (Type 3) and Class 2 (Type 4) Meter only

**** = X and Y for Class 0.2s (Type 1) and Class 0.5s (Type 2) Meter; X only for Class 1 (Type 3) and Class 2 (Type 4) Meter

Numbers in brackets identify, for reference only, those tests specified in Statutory Instruments 1998 No. 1566 Schedule 1, Table 2 and Schedule 3, Table 2.

(m) **Instrument Transformer Burdens**

A Capacity Provider must provide either:

(i) a measurement of the burden connected to the current and voltage transformer; or

(ii) a calculated estimate of the burden connected to the current and voltage transformer so as to determine that these connected burdens are less than the rated burden of the transformer.

In the case of (ii), a Capacity Provider must also submit a justification as to why it was not possible to provide a measurement of the burden connected to the current and voltage transformer.

(n) **Commissioning requirements**

A Capacity Provider must provide a copy of the commissioning paperwork for the metering installation which must include Instrument transformer commissioning (by way of example ratio and polarity tests).

If a Capacity Provider is unable to provide the information above, the following information must be submitted to establish primary load (in order of preference):

(i) the Demand (derived from independently measured primary values) and the Meter's instantaneous Demand reading for the same period;

(ii) the Demand (derived from independently measured secondary values where the primary/secondary ratios can be established) and shall be compared to the Demand reading for the same period;

(iii) where appropriate and in consultation with the CM Settlement Body, an alternative measurement device shall be used for comparison with that of the Meter; or

(iv) where appropriate and in consultation with the CM Settlement Body, an alternative method using:

(a) photographic evidence of the Instrument Transformer rating plates and Meter programmed ratios;

(b) photographic evidence of the Instrument Transformer rating plates and a download of the Meter programmed ratios using the Meter manufacturer's software;

(c) For multi-ratio Instrument Transformers photographic evidence of the Instrument Transformer secondary wiring, the Instrument Transformer rating plates and the Meter programmed ratios (or a download of the Meter programmed ratios using the Meter manufacturer's software); or

(d) For multi-ratio Instrument Transformers photographic evidence of the Instrument Transformer secondary wiring, the Instrument Transformer calibration test certificates and the Meter programmed ratios (or a download of the Meter programmed ratios using the Meter manufacturer's software),

shall be used to confirm the Instrument Transformers are configured and operating correctly.

A Capacity Provider must also provide:

(i) Meter commissioning tests; and

(ii) Meter proving tests.

If a Capacity Provider is unable to provide the information above, the meter commissioning tests and proving tests must be completed again.

(o) **Transformer Loss Compensations**

In the event that transformer error or loss compensation has been applied to the metering, a Capacity Provider must provide evidence of the compensation calculation. The evidence provided can be for the measurement of transformer errors only or, in the case of a dispensation, Power Transformer Losses. The evidence should include as a minimum the compensation figures programmed into the Meter or incorporated into the Aggregation Rule (as applicable).

(p) **Cable and Overhead Line Loss Compensations**

In the event that cable and overhead line loss compensation has been applied to the metering, a Capacity Provider must provide evidence of the compensation calculation. The evidence should include as a minimum the compensation figures programmed into the Meter or incorporated into the Aggregation Rule (as applicable).

(q) **Electrical Losses Factor**

A Capacity Provider using the Balancing Services Metering Configuration Solution or the Bespoke Metering Configuration Solution operating on an Unlicensed Network must provide, where applicable, a copy of the methodology statement justifying the Unlicensed Network operator's calculations of electrical losses from the CMU component connection point to the Boundary Point of the Unlicensed Network with the Total System. The evidence should include as a minimum the compensation figures programmed into the Meter or incorporated into the Aggregation Rule (as applicable).

(r) **Declaration**

The Directors of the Capacity Provider must certify that the information contained in and enclosed with the Metering Statement, is, at the date of submission and to the best of their knowledge, information and belief, true, complete and accurate in all material respects.

SCHEDULE 7: BESPOKE TECHNICAL REQUIREMENTS

Definitions

In these technical requirements all definitions used are to be found in Rule 1.2 of the Capacity Market Rules 2014 unless otherwise defined here:

Accredited Laboratory	means the National Physical Laboratory or a calibration laboratory that has been accredited by the United Kingdom Accreditation Service, or a similarly accredited international body.
Capacity Market Settlement Activities	means the calculation, invoicing, reconciliation and settlement of payments to be made pursuant to a Capacity Agreement.
Check Meter	means a precision processor-based meter which measures the electric energy as accurately as the utility revenue meter forming part of the Metering Equipment that a Capacity Provider is required to install and maintain.
Commissioning Tests	means the minimum requirements necessary to establish that the Metering Equipment is accurately measuring and recording the energy (demand or generation) in an Outstation.
Consumption Data Comparison Check	means a method to prove the validity of the data from the transfer process, as set out in Section Z of the Bespoke Technical Requirements.
Correct Energy Measurement Test	means a method to prove the output of the Metering System correctly records the energy in the primary system at the Capacity Provider Meter Point as set out in the Meter checks – commissioning, records and proving section of the Bespoke Technical Requirements.
Half-Hourly Metering Equipment	means the Metering Equipment which provides measurements on a Settlement Period basis for the purposes of the Capacity Market Settlement Activities.
Key Meter Technical Details	means those items set out in paragraph 65 of Section Y of the Bespoke Technical Requirements.
Main Meter	means the Metering Equipment that the Capacity Provider is required under the Bespoke Technical Requirements to install to measure electricity supplied by the Capacity Provider.
Meter Operator Agent	has the meaning given in the BSC.
Meter Register	means the physical Meter reading displayed in kWh/MWh or kVArh/MVArh.
Meter Technical Details	means all technical details (including Outstation channel mapping) of a Metering System required to enable metered data to be collected and correctly interpreted from that

	Metering System as referred to in section 16 of the Bespoke Technical Requirements.
Primary Energy	means the energy associated with the high voltage and high current side of the measurement transformers.
Power Factor	means the ratio of the real power [W] to the apparent power [VA] in the circuit of an alternating current electrical power system.
Proving Test	means a test to confirm that the stored metered data associated with the energy imported to, or exported from the Total System can be satisfactorily transferred via a suitable communications link to the data collection parties.
Rated Measuring Current	means the value of current in accordance with which the relevant performance of a transformer operated meter is fixed.
UTC	means Co-ordinated Universal Time.

A. Technical Requirements

1. The CMU shall comply at all times with the requirements of these Bespoke Technical Requirements, which are aligned with the applicable BSC metering codes of practice.

2. The CMU, a Generating Unit or DSR CMU Component that uses the Bespoke Metering Configuration Solution shall install, commission, test, maintain, rectify faults and provide a sealing service in respect of its Metering Equipment, including its associated Communications Equipment, in accordance with these Bespoke Technical Requirements.

2A. Where Rule 8.3.3(g)(ii) applies the Metering Equipment shall only need to comply with Part Y of this Schedule and the applicable BSC metering codes of practice at the time of Registration for Settlement.

To validate the CSV file submission process and the Metered Volumes contained within it the Capacity Provider must submit a CSV file for the CM Settlement Body to confirm that they have the processes and procedures in place to accurately submit Metered Volumes for settlement in the Capacity Market.

3. Existing BSC approved metering dispensations will be taken into consideration and Capacity Providers must include information on any metering dispensations when completing their Metering Statement.

B. Metering points

4. The Capacity Provider shall ensure that all Meters are installed at an appropriate location and that at all times the metering arrangements must meet all the Bespoke Technical Requirements and can accurately record the Metered Volume comprising:

(a) All output electricity generated by the CMU; and

(b) All input electricity used, including any imported on-site electricity, by the CMU.

C. Measurement quantities

5. The Capacity Provider must ensure that it reports its net Metered Volume in MWh to three decimal places for the purposes of the Capacity Market Settlement Activities.

6. For each separate circuit the following energy measurements are required for the purposes of Capacity Market Settlement Activities:

(a) Import kWh/MWh; and

(b) Export kWh/MWh.

D. Accuracy requirements

7. The overall accuracy of the energy measurements at or referred to a Meter Point shall at all times be within the limits of error as shown below. For a Capacity Provider that is aggregating a number of components the overall accuracy to be used is the rated capacity of the individual component and not the rated capacity of the aggregated capacity. Metering Type 4 is only applicable to an aggregating Capacity Provider as the upper threshold is below the minimum capacity threshold.

Table 1: Metering Type 1 (Metering of circuits rated greater than 100MVA for the purposes of Capacity Market Settlement Activities)

CONDITION	LIMITS OF ERROR AT STATED SYSTEM POWER FACTOR	
Current expressed as a percentage of Rated Measuring Current	Power Factor	Limits of Error
120% to 10% inclusive Below 10% to 5% Below 5% to 1% 120% to 10% inclusive	1 1 1 0.5 lag and 0.8 lead	± 0.5% ± 0.7% ± 1.5% ± 1.0%

Table 2: Metering Type 2 (Metering of circuits not exceeding 100MVA for the purposes of Capacity Market Settlement Activities)

CONDITION	LIMITS OF ERROR AT STATED SYSTEM POWER FACTOR	
Current expressed as a percentage of Rated Measuring Current	Power Factor	Limits of Error
120% to 10% inclusive Below 10% to 5% Below 5% to 1% 120% to 10% inclusive	1 1 1 0.5 lag and 0.8 lead	± 1.0% ± 1.5% ± 2.5% ± 2.0%

Table 3: Metering Type 3 (Metering of circuits not exceeding 10MVA for the purposes of Capacity Market Settlement Activities)

CONDITION	LIMITS OF ERROR AT STATED SYSTEM POWER FACTOR	
Current expressed as a percentage of Rated Measuring Current	Power Factor	Limits of Error
120% to 10% inclusive Below 10% to 5% 120% to 10% inclusive	1 1 0.5 lag and 0.8 lead	± 1.5% ± 2.0% ± 2.5%

Table 4: Metering Type 4 (Metering of energy transfers with a maximum demand of up to (and including) 1MW for the purposes of Capacity Market Settlement Activities)

CONDITION	LIMITS OF ERROR AT STATED SYSTEM POWER FACTOR	
Current expressed as a percentage of Rated Measuring Current	Power Factor	Limits of Error
100% to 20% inclusive Below 20% to 5% 100% to 20% inclusive	1 1 0.5 lag and 0.8 lead	± 1.5% ± 2.5% ± 2.5%

E. Metering Equipment

8. Capacity Providers shall ensure that all Metering Equipment in accordance with these Bespoke Technical Requirements is:

   (a) installed and commissioned (if not already installed and commissioned); and

   (b) maintained and operated.

9. The Metering Equipment to be installed should be in accordance with Schedule 7 of the EA 1989 and the Meters must be approved in accordance with Schedule 4 of the Meters (Certification) Regulations 1998 or Measuring Instruments (Active Electrical Energy Meters) Regulations 2006 No.1679.

F. Meters

10. Meters that measure on a half hourly basis must be static and all meters must be configured to measure on a Settlement Period basis.

11. For each circuit Meters shall be supplied and meters that are used for customer billing may be used for a period not exceeding 10 years from the date of manufacture. Meters for non-customer billing do not need to be replaced as long as the meter continues to meet the stipulated accuracy requirements, however the meter must be re-calibrated every 10 years from the date of manufacture.

12. All Metering Systems should include Outstation functionality and this can be either integrated or separate to the meter.

13. Meters shall be configured such that the number of measuring elements is equal to or one less than the number of primary system conductors. These include the neutral conductor, and/or the earth conductor where system configurations enable the flow of zero sequence energy.

14. All Meters supplied via Measurement Transformers shall be set to the actual primary and secondary ratings of the Measurement Transformers and the ratios displayed as follows:

    (a) for Meters separate from the display and/or Outstation the ratios shall be recorded on the nameplate of the Meter; and

    (b) for Meters combined with the display and/or the Outstation, the ratios shall be displayed. In addition, the compensation factor that has been applied for measurement transformer errors and/or system losses, where this is a constant factor applied at security level 3 shall be similarly displayed.

15. All Meters shall include a non-volatile Meter Register of cumulative energy for each measured quantity. The Meter Register(s) shall not roll-over more than once within a six month period.

15A. For Metering Systems that use a Meter that measures on a half hourly basis and is of Metering Type 1, 2 or 3, a Main Meter and a Check Meter shall be supplied by the Capacity Provider for each circuit.

Table 5: All meters for Type 1, 2, 3 and 4 metering should meet the following criteria:

Type of Meter	Relevant Standard	Minimum Class Accuracy
1	BS EN 62053-22	0.2s
2	BS EN 62053-22 BS EN 50470-3	0.5s C
3	BS EN 62053-21 BS EN 50470-3	1 B
4	BS EN 62053-21 BS EN 50470-3	2 A

The standards quoted are the current standards for Meters at those accuracy classes. Any Meter currently installed pre-dating these standards should meet the applicable standard at the time of installation.

G. Meter technical details

16. The Capacity Provider of each Metering System shall:

    (a) establish and maintain Meter Technical Details in respect of the Metering Equipment;

(b) ensure that such Meter Technical Details are true, complete and accurate; and

(c) provide such Meter Technical Details to the CM Settlement Body if requested.

H. Calibration, commissioning and maintenance of metering equipment

17. The Capacity Provider of each Metering System shall ensure that the Metering Equipment shall be calibrated, maintained and commissioned in accordance with these Bespoke Technical Requirements. The calibration is required to demonstrate compliance with either IEC 61869-2, IEC 61869-3, IEC 61869-4, IEC 185, IEC 186, BS EN 60044-1, BS EN 60044-2, and/or class index BS EN 60044-3 accuracy and measurement range requirements, as appropriate for the Measurement Transformers.

18. These calibrations must demonstrate conformity with relevant product standards appropriate to the class index of the Meters and demonstrate compliance with either BS EN 62053-22, BS EN 62053-21, and/or BS EN 50470-3 (or the applicable standard at the time of the meter installation) accuracy and measurement range requirements, as appropriate for the Meters.

19. Where it is necessary to apply compensations to Meters, these are to be applied after the Meter has been calibrated and further tests carried out which confirm that the compensation has been correctly applied.

20. The Capacity Provider shall, at its own cost and expense, ensure that the Metering Equipment is kept in good working order, repair and condition to the extent necessary to allow the correct registration, recording and transmission of the requisite details of the Metered Volume measured by the relevant Metering System.

21. If Metering Equipment is removed, replaced or otherwise changed, then its commissioning record should be retained by the Capacity Provider and must be provided to the CM Settlement Body on request.

I. Metering Equipment criteria

22. Metering Equipment other than outdoor Measurement Transformers shall be accommodated in a clean and dry environment.

23. For each circuit, other than one which is permanently disconnected, the voltage supply to any Meters, displays and Outstations shall be connected such that it is normally utlised to facilitate reading of the Meter Register(s) and local and remote interrogation of the Outstation.

J. Measurement Transformers

24. For each circuit, CTs and VTs shall meet the requirements set out below.

25. Additionally, where a combined unit measurement transformer (VT and CT) is provided the ‘Tests for Accuracy’ covering mutual influence effects shall be met.

26. All Measurement Transformers shall be of a wound construction.

27. Where practicable, the following may be subject to checks:

    (a) Ratio, class, rated burden and polarity from the labels physically attached to the Measurement Transformers and/or the identification plates attached to switchgear or other enclosures containing Measurement Transformers (although this may not always be practical for safety reasons); and

    (b) Test records/certificates detailing specific measured errors held by the equipment owner, associated with the Measurement Transformers on site or from agreed generic CT/VT certificates in the case of CTs and VTs.

28. It is understood that existing sites may no longer have certificates for instrument transformers or that the levels of accuracy applicable at the time of commissioning may be aligned to older BSC Codes of Practice. In these situations it is possible for CMUs to use the National Measurement Transformer Database, which will provide an average level of error or a letter from the manufacturer confirming the typical errors for the CTs and VTs or a photograph of the transformer rating plate clearly showing the ratio, burden, accuracy class and serial number of the transformer.

Table 6: All current transformers for Type 1, 2, 3 and 4 metering should meet the following criteria:

Type of Meter	Relevant Standard	Minimum Class Accuracy	No of Sets	Usage
1	IEC 61869-2	0.2s	2	1 set of CTs shall be dedicated to the Main Meter only and 1 set supplying the Check Meters. Check Meter CTs can be used for other purposes providing the Capacity Market accuracy requirements are met.
2	IEC 61869-2	0.2s	1	CTs shall be dedicated to Capacity Market Settlement Activities supplying both Main Meters and Check Meters. An additional set of CTs may be fitted for the Check Meter which may also be used for other purposes providing the Capacity Market accuracy requirements are met.
3	IEC 61869-2	0.5	1	1 set of CTs for Main Meters and Check Meters for Capacity Market Settlement Activities purposes, but can be used for other purposes if the Capacity Market accuracy requirements are met.
4	IEC 61869-2	0.5	1	1 set of CT for the main meter for Capacity Market Settlement Activities, but the CTs may be used for other purposes provided the overall accuracy requirements are met.

29. The primary winding of voltage transformers shall be connected to the circuits being measured.

Table 7: The secondary windings of VTs for Type 1, 2, 3 and 4 metering used for the purposes of Capacity Market Settlement Activities shall meet the following criteria:

Type of Meter	Relevant Standard	Minimum Class Accuracy	No of VTs required	Usage
1	IEC 61869-3	0.2	2 VTs (or 1 VT with two or more secondary windings)	1 VT secondary winding dedicated to the Main Meter for Capacity Market Settlement Activities purposes only. A second VT secondary winding for the Check Meter, which may also be used for other purposes providing the Capacity Market accuracy requirements are met.
2	IEC 61869-3	0.5	1	VT secondary winding shall be dedicated to Capacity Market Settlement Activities supplying both Main Meters and Check Meters. An additional VT or secondary winding may be used for the Check Meter which may also be used for other purposes providing the Capacity Market accuracy requirements are met.
3	IEC 61869-3	1	1	Capacity Market Settlement Activities purposes, but other uses if Capacity Market accuracy requirements are met.
4	IEC 61869-3	1	1	Capacity Market Settlement Activities purposes, but other uses if Capacity Market accuracy requirements are met.

29A. The standards quoted in Table 6 and Table 7 are the current standards for Instrument Transformers at those accuracy classes. Any Instrument Transformer that was installed prior to these standards should meet the applicable standard at the time of installation

(a) Previous standards for Current Transformers are IEC 60044-1, IEC 185, BS 7626 and BS 3938 (1973 & 1965)

(b) Previous standards for Voltage Transformers are IEC 60044-2, IEC 186, BS 7625 and BS 3941 (1975 & 1965)

K. Fusing and testing facilities

30. To enable Meters to be routinely tested and/or changed safely with the circuit authorised testing facilities (test blocks) are required. For Type 3 and 4 installations testing facilities shall be provided close by the Meters of each circuit. For a Type 1 or Type 2 installation, separate testing facilities shall be provided for

the Main Meters and for the Check Meters of each circuit.

31. Separately fused VT supplies shall be provided locally for:

    (a) the Main Meter;

    (b) the Check Meter; and

    (c) any other Metering Equipment burden.

32. Local fusing shall discriminate with the source fusing.

33. Where current transformers are used on low voltage installations, the voltage supply to the Metering Equipment shall be fused as close as practicable to the point of that supply with a set of isolating links, suitably identified, provided locally to the Metering Equipment. If that point of supply is close to the Metering Equipment, then the isolating links may be omitted.

L. Displays and facilities

34. The Metering Equipment must display the primary information (not necessarily simultaneously) listed at (a) – (d) below and Capacity Providers with sites with separate outstations do not need to display this information but must provide the information listed at (a)-(d) below when completing their Metering Statement:

    (a) measured quantities as per the accuracy requirements;

    (b) current time ("UTC") and date;

    (c) the CT and/or VT ratios that the Meter has been programmed to, where appropriate; and

    (d) the compensation factor that has been applied for Measurement Transformer errors and/or system losses, where this is a constant factor applied at security level 3 (i.e. where the Meter is combined with the display and/or Outstation).

M. Outstation

35. An Outstations system shall either be incorporated into the Meters or installed separately to the meter, and must receive and transfer data from Settlement Instations. The data shall be to a format in accordance with Capacity Market Settlement Activities and approved by the CM Settlement Body.

36. Where a separate modem associated with the Outstation system is used, then it shall be provided with a separately fused supply either from a secure supply or from voltage supply to meters. Alternatively, line or battery powered modem types may be used.

37. For the purpose of transferring stored metering data from the Outstation to the Settlement Instation, a unique Outstation ID shall be provided.

38. An interrogation port must be provided for each Outstation or remote interrogation facilities must be provided.

N. Data storage

39. Data storage facilities for metering data shall be provided as follows:

(a) each Metered Volume shall be identifiable to its respective date and time;

(b) a storage capacity of 48 periods per day for a minimum of 10 days for Metering Type 1 and 2 and 20 days for Metering Type 3 and 4 for all Metered Volume and the stored values shall be integer multiples of kWh;

(c) the resolution of the energy transferred into the registers shall be within ±0.1% (at full load) of the amount of Active Energy measured by the associated Meter;

(d) the value of any energy measured in a Settlement Period but not stored in that Settlement Period shall be carried forward to the next Settlement Period;

(e) where a separate Outstation is used, cumulative register values shall be provided in the Outstation which shall be set to match and increment with the Meter Registers;

(f) in the event of an Outstation supply failure, the Outstation shall protect all data stored up to the time of the failure, and maintain the time accuracy;

(g) partial Metered Volume, those in which an Outstation supply failure and/or restoration occurs, and zero Metered Volume associated with an Outstation supply failure, shall be marked so that the Settlement Instation can identify them;

(h) to cater for continuous supply failures, the clock, calendar and all data in Meters that measure on a half hourly basis shall be supported for a period of 10 days for Metering Type 1 and 2 and 20 days for Metering Type 3 and 4 without an external supply connected;

(i) any “read” operation shall not delete or alter any stored metered data; and

(j) an Outstation shall provide all of the metered data stored from the commencement of any specified date upon request by the Settlement Instation.

O. Time keeping

40. The Outstation time shall be set to UTC. No switching between UTC and British Summer Time shall occur for Capacity Market Settlement Activities data storage requirements.

41. Time synchronisation of the Outstation may be performed by the Capacity Provider (or its data collection agent) as part of the normal interrogation process.

42. When time synchronisation occurs, the relevant period(s) shall be marked.

43. The overall limits of error for the time keeping allowing for a failure to communicate with the Outstation for a period of 20 days shall be:

(a) the completion of each Settlement Period shall be at a time which is within ± 20 seconds of UTC; and

(b) the duration of each Settlement Period shall be within ± 0.1%, except where time synchronisation has occurred in a Settlement Period.

P. Monitoring facilities

44. Capacity Providers are responsible for monitoring the conditions listed at (a) – (g) below and if an incident occurs, the Capacity Provider must note the Settlement Periods impacted when submitting data to the CM Settlement Body.

(a) phase failure of any one or a combination of phases;

(b) Metering Equipment resets caused other than by a supply failure (where fitted);

(c) battery failure monitoring (where battery fitted);

(d) changes to time and/or date;

(e) where different from (d), Settlement Period(s) which have been truncated or extended by a time synchronisation;

(f) interrogation port access which changes data other than time and/or date; and

(g) reverse running (if fitted).

45. In addition, detected errors in Metering Equipment functionality should be recorded as an event alarm with date and time.

46. Any alarm indications shall not be cancelled or deleted by the interrogation process and shall be retained with the data until overwritten. The alarm shall reset automatically when the abnormal condition has been cleared.

Q. Communications

47. Meters must provide local or remote (or if applicable both) interrogation facilities.

48. To prevent unauthorised access to the data in the Metering Equipment a security scheme, as defined below shall be incorporated for both local and remote access to Meters that measure on a half hourly basis. Separate Outstations are exempt from this requirement. Separate security levels shall be provided for the following activities:

Level 1 – Password for Read only of the following metering data, which shall be transferable on request during the interrogation process:

(a) Outstation ID;

(b) demand values as defined for Main Meters and Check Meters;

(c) cumulative measured quantities as defined for Main Meters and Check Meters;

(d) maximum demand for kW/MW or kVA/MVA per programmable charging period i.e. monthly, statistical review period;

(e) multi-rate cumulative Active Energy as specified by the Capacity Provider;

(f) the Measurement Transformer ratios, where appropriate;

(g) the Measurement Transformer error correction factor and/or system loss factor, where this is a constant factor applied to the entire dynamic range of the Meter and the Meter is combined with the display and/or Outstation;

(h) alarm indications; and

(i) outstation time and date.

Level 2 – Password for:

(a) corrections to the time and/or date; and

(b) resetting of the maximum demand.

Level 3 – Password for programming of:

(a) the displays and facilities;

(b) the Measurement Transformer ratios, as appropriate;

(c) the Measurement Transformer error correction and/or system loss factor where this is a constant factor applied to the entire dynamic range of the Meter and the Meter is combined with the display and/or Outstation; and

(d) the passwords for levels 1, 2 and 3.

49. In addition, it shall be possible to read additional information within the Metering Equipment to enable the programmed information to be confirmed.

Level 4 – Password for removal of Metering Equipment cover(s) necessitating the breaking of a seal for:

(a) calibration of the Metering Equipment;

(b) setting the Measurement Transformer ratios, as appropriate;

(c) programming the Measurement Transformer error correction factor and/or system loss factor where this is other than a single factor; and

(d) programming the level 3 Password and the level 4 Password, if appropriate.

50. In addition to the functions specified for each level it shall be feasible to undertake the functions at the preceding level(s). For example, at level 3 it must

also be possible to carry out the functions specified at levels 1 and 2. This need not apply at level 4 when access is obtained via removing the cover.

51. Different passwords must be utlised for each level.

R. Interrogation

52. To enable local interrogation for Meters that measure on a half hourly basis an interrogation port shall be provided for each Outstation.

53. Metering Equipment that aligns Meter readings to Settlement Periods must be able to remotely interrogate the Meters.

54. Remote interrogation facilities must have fault monitoring to flag up communication faults between the Outstation system and the Settlement Instation to the Capacity Provider or an appointed agent.

S. Sealing and security

55. The Capacity Provider must ensure that the Metering Equipment is appropriately secure so as to provide assurance that the following parameters are met:

    (a) all standards applicable to the Capacity Provider under the Electricity Safety, Quality and Continuity Regulations 2002; and

    (b) a reasonable and prudent standard of anti-tamper protection.

T. Defective Metering Equipment

56. The Capacity Provider must meet its obligations under Rule 8.3.3(f) in respect of defective Metering Equipment.

U. Validation of meter data

57. If any of the following faults are identified, the CM Settlement Body shall be entitled (but not obliged) to undertake a full investigation of the Metering Equipment at the Capacity Provider's expense:

    (a) where the Outstation is interrogated, or when data is received from the Outstation automatically, and the 'electronic serial number' of the Outstation differs from that expected;

    (b) where the Outstation is interrogated, or when data is received from the Outstation automatically, and the number of channels of the Outstation differs from that expected;

    (c) where the Outstation is interrogated, and the time of the Outstation differs by more than 15 minutes from that expected; or

    (d) where the Outstation is interrogated, or when data is received from the Outstation automatically, and the individual alarms required by the Bespoke Technical Requirements are flagged.

V. Main/Check comparison

58. Where the Main Meters and Check Meters are installed in accordance with the Bespoke Technical Requirements, the metering data recorded by each Meter must be compared for each circuit. Allowance shall be made for low load discrepancies. Any discrepancy between the two values in excess of 1.5 times the accuracy requirements prescribed for the individual Meters at full load, as defined in the Bespoke Technical Requirements, shall be investigated by the CM Settlement Body.

W. Meter checks – commissioning, records and proving

59. All Metering Equipment must be fully commissioned prior to a Metering Assessment and Metering Test taking place within the timeframes set out in Rule 8.3.3. The purpose of commissioning is to ensure that the electricity flowing across a Meter Point is accurately recorded by the associated Metering System. Commissioning Tests shall be performed on site to confirm and record, so far as appropriate, that:

    (a) the CTs are of the correct ratio and polarity, and correctly located to record the required power flow;

    (b) the VTs are the correct ratio and polarity, and correctly located to record the required power flow;

    (c) the relationships between voltages and currents are correct, and that phase rotation is standard at the Meter terminals;

    (d) the burdens on the Measurement Transformers are within the correct limits;

    (e) the Meters are set to the same current transformer and voltage transformer ratios as the installed Measurement Transformers;

    (f) the Meters have the correct compensation for errors in the Measurement Transformers/connections and losses in power transformers where appropriate;

    (g) the output of the Metering System correctly records the energy in the primary system at the Capacity Provider Meter Point; and

    (h) Metering Equipment that measures on a half hourly basis detects phase failure and operates the required alarms.

60. Where individual items of Metering Equipment are to be replaced, then only those items need to be commissioned at that time. For clarification, Metering Systems in their entirety do not need to be recommissioned when items are replaced within that system unless there is a Material Change to the Metering System.

61. The Correct Energy Measurement Test can be used as a way to prove the output of the Metering System correctly records the energy in the primary system at the Capacity Provider's Meter Point.

62. For the purposes of the Correct Energy Measurement Test, Primary Energy may

be established using the following methods by:

(a) comparing the demand derived from independently measured primary values to the Meter's instantaneous demand reading for the same period;

(b) comparing the demand derived from independently measured secondary values where the primary/secondary ratios can be established to the Meter's demand reading for the same period;

(c) using an alternative measurement device for comparison with the Meter; or

(d) using appropriate commissioning records which the Generator shall provide to the CM Settlement Body if requested.

X. Instruments for commissioning

63. The Capacity Provider shall establish and maintain a process to periodically calibrate the instruments used for commissioning (from which measurements are recorded). Each instrument shall be traceable to an Accredited Laboratory. The Capacity Provider shall maintain records to show the instruments used for commissioning by the Capacity Provider. All instruments for commissioning shall be re-calibrated every two years. If an instrument is found to be outside of the required accuracy limits specified in the Bespoke Technical Requirements, the Capacity Provider shall consider what impact that inaccuracy has had on previous Meter Commissioning Tests and inform the CM Settlement Body.

Y. Proving Test

64. A Capacity Provider must undertake a Proving Test to confirm that the stored metered data associated with the energy imported to or exported from the Total System (including all connection points), can be satisfactorily transferred via a suitable communications link to, and correctly recorded by, the data collection parties.

64A. The comma separated value file in the format specified by the CM Settlement Body, as per Rule 14.2.7, must be generated for the day the Proving Test was carried out.

65. The following are Key Meter Technical Details that, if changed, require performance of a Proving Test:

(a) Outstation ID;

(b) Meter Serial Number;

(c) Outstation Number of Channels;

(d) Measurement Quantity ID;

(e) Meter Multiplier;

(f) Pulse Multiplier;

(g) CT and/or VT Ratios

Z. Consumption Data Comparison Check

66. Consumption Data Comparison Check is a way to prove the validity of the data from the transfer process and shall take the following format:

    (a) the Meter Technical Details and the load (or generation) provided by the Capacity Provider in a Settlement Period shall be compared to that observed on-site. Consideration shall also be given to commissioning and historic Proving Test information;

    (b) a reading (for the dominant Active Energy flow direction at the time) of the cumulative register on the Meter's display at the beginning and end of the Settlement Period that is to be downloaded from the Meter's Outstation shall be taken; and

    (c) the true Meter Register half-hour advance for the half-hour period shall be calculated using the Meter Register multiplier.

AA. Maintenance checks

67. The Meter Technical Details may be checked to ensure that they conform to those recorded in Capacity Market Settlement Activities systems using information submitted by the Capacity Provider, including any Measurement Transformer error offsets and commissioning details.

68. To verify that the Metering System is recording the correct amount of energy, checks may be carried out to compare the Primary Energy with that being recorded by the Metering System.

BB. Timing of maintenance checks

69. A routine maintenance check will be conducted in each of the following years for the life of the Metering Equipment:

    (a) year four;

    (b) year seven;

    (c) year ten; and

    (d) year thirteen.

CC. Information and records

70. The Capacity Provider of each Metering System must:

    (a) maintain records of maintenance checks for the life of the relevant item of Metering Equipment and where requested provide these to the CM Settlement Body;

    (b) provide information to the CM Settlement Body relating to how the Metering Equipment meets the Bespoke Technical Requirements if requested; and

(c) submit information to the CM Settlement Body regarding the dates and time periods for installation of new Metering Equipment and the dates in accordance with Rule 8.3.3 (f).

71. Records required to be provided to the CM Settlement Body if requested shall include, as a minimum and where applicable, the following information:

(a) site name;

(b) site address;

(c) Meter Serial Number;

(d) name of commissioning body (even if the Capacity Provider does it);

(e) date of commissioning;

(f) name of person responsible for undertaking commissioning (and organisation);

(g) reason for commissioning;

(h) Meter details (including any certificate identity);

(i) CT details (including any certificate identity);

(j) VT details (including any certificate identity);

(k) circuit name (where more than one);

(l) results of inspections, tests and observations; and

(m) evidence of compensation calculations for transformer errors and power transformer, cable and overhead line losses.

DD. Ownership of metering data

72. The Capacity Provider shall own the Metered Volume data acquired from a Metering System, and may provide to any person access to and use of such data. Data requirements from the Capacity Provider to the CM Settlement Body including frequency are set out in Rule 14.5 of the Capacity Market Rules.

EE. Access to property

73. The Capacity Provider shall facilitate Metering Site access as part of the Metering Test and Site Audits, and in addition will provide access to records of checks and tests.

FF. Data flow and communications with the CM Settlement Body

74. Meter data must be sent to the CM Settlement Body in Settlement Period format.

75. Omitted.

GG. Disputes process

76. Any disputes arising from a Metering Test relating to the Metering Equipment and metering set-up will follow the process outlined in Rule 13.3 of the Capacity Market Rules.

HH. Changes to Bespoke Technical Requirements

77. When updates are made to the Bespoke Technical Requirements, Capacity Providers will be able to choose whether to implement the new metering requirements or remain with the applicable version of the Bespoke Technical Requirements at the time the CMU received a valid Metering Test Certificate. However, for any changes that impact on the accuracy and robustness of the metering configuration and meter data Capacity Providers must comply with the latest metering requirements.

78. To prevent having to maintain inadequate legacy data transfer systems, there will be no grandfathering provisions for the process of submitting metered data to the CM Settlement Body.

SCHEDULE 8: CALCULATION OF FOSSIL FUEL EMISSIONS AND FOSSIL FUEL YEARLY EMISSIONS

This Schedule 8 contains the formulae to determine Fossil Fuel Emissions and Fossil Fuel Yearly Emissions of a Generating Unit:

Contents of this Schedule:

Principal formulae

- **Part 1:** Formulae to determine Fossil Fuel Emissions
- **Part 2:** Formula to determine Fossil Fuel Yearly Emissions

Secondary formulae

- **Part 3:** Formulae to determine Design Efficiency (for use in the Fossil Fuel Emissions Formula, the Fossil Fuel Emissions CCUS Formula, the Fossil Fuel Emissions Mixed Fuel Formula, and the Fossil Fuel Emissions Composite Formula)
- **Part 4:** Formula to determine transferred CO_2 factor (for use in the Fossil Fuel Emissions CCUS Formula and the Fossil Fuel Emissions Composite Formula)
- **Part 5:** Formula to determine weighted emission factor (for use in the Fossil Fuel Emissions Mixed Fuel Formula and the Fossil Fuel Emissions Composite Formula)

Other ancillary formulae

- **Part 6:** Formula to determine the power extracted by expanding the output steam (for use in the Design Efficiency Steam Formula)
- **Part 7:** Formula to determine $CO2_{generated}$ (for use in the formula to determine transferred CO_2 factor)
- **Part 8:** Formula to determine fuel share (for use in the formula to determine weighted emission factor)

Capitalised terms used herein have the meaning given in the Capacity Market Rules 2014 unless otherwise indicated.

Principal formulae

Part 1: Formulae to determine the Fossil Fuel Emissions of a Generating Unit

1.1

(a) Subject to paragraphs (b), (c) and (d), a person must determine the Fossil Fuel Emissions ("FFE") of a Generating Unit in accordance with the formula in paragraph 1.2(a) of this Part (the "Fossil Fuel Emissions Formula").

(b) A person may opt to determine the FFE of a Generating Unit in accordance with the formula in paragraph 1.2(b) of this Part (the "Fossil Fuel Emissions CCUS Formula") if the Generating Unit was awarded a Capacity Obligation in an auction after the

Capacity Market (Amendment) Rules 2021 came into force, and it is equipped with CCUS technology and uses one fuel to produce electricity.

(c) Subject to paragraph (d), a person must determine the FFE of a Generating Unit in accordance with the formula in paragraph 1.2(c) of this Part (the "Fossil Fuel Emissions Mixed Fuel Formula") if the Generating Unit was awarded a Capacity Obligation in an auction after the Capacity Market (Amendment) Rules 2021 came into force and it uses more than one fuel to produce electricity.

(d) A person may opt to determine the FFE of a Generating Unit in accordance with the formula in paragraph 1.2(d) of this Part (the "Fossil Fuel Emissions Composite Formula") if the Generating Unit was awarded a Capacity Obligation in an auction after the Capacity Market (Amendment) Rules 2021 came into force, and it uses more than one fuel to produce electricity and is equipped with CCUS technology.

1.2 Formulae:

(a) Fossil Fuel Emissions Formula:

$$FFE = \frac{0.0036 \times EF_{f,CO2}}{\eta_{des}} = \left[\frac{gCO_2}{kWh_e}\right]$$

(b) Fossil Fuel Emissions CCUS Formula:

$$FFE = \frac{0.0036 \times (1 - TCF)EF_{f,CO2}}{\eta_{des}} = \left[\frac{gCO_2}{kWh_e}\right]$$

(c) Fossil Fuel Emissions Mixed Fuel Formula:

$$FFE = \frac{0.0036 \times EF_W}{\eta_{des}} = \left[\frac{gCO_2}{kWh_e}\right]$$

(d) Fossil Fuel Emissions Composite Formula:

$$FFE = \frac{0.0036 \times (1 - TCF)EF_W}{\eta_{des}} = \left[\frac{gCO_2}{kWh_e}\right]$$

1.3 In paragraph 1.2 of this Part:

η_{des}	is the Design Efficiency of the Generating Unit, which is the value determined by applying the relevant formula in Part 3.2 of this Schedule;
$EF_{f,CO2}$	is the Emission Factor specified in Schedule 9 corresponding to the fuel used by the Generating Unit;
EF_W	is the weighted emissions factor, which is the value determined by applying the formula in Part 5.2(a) or (b) of this Schedule;
f	is the fuel used by the Generating Unit;

TCF	is the transferred CO_2 factor determined in accordance with Part 4.1 of this Schedule.

Part 2: Formula to determine the Fossil Fuel Yearly Emissions of a Generating Unit

2.1 A person must determine the Fossil Fuel Yearly Emissions ("FFYE") of a Generating Unit in accordance with the following formula:

$$FFYE = \frac{FFE \times Electricity\ Production}{Installed\ Capacity} = \left[\frac{kg\ CO_2}{kWe}\right]$$

2.2 In paragraph 2.1 of this Part:

Electricity Production	is the electricity Exported into the Total System by the Generating Unit in an Emissions Year, expressed in GWh;
FFE	is the Fossil Fuel Emissions of the Generating Unit;
Installed Capacity	has the meaning given in Rule 1.2.1.

Secondary formulae

Part 3: Formulae to determine Design Efficiency (for use in the Fossil Fuel Emissions Formula, Fossil Fuel Emissions CCUS Formula, Fossil Fuel Emissions Mixed Fuel Formula and the Fossil Fuel Emissions Composite Formula)

3.1

(a) Subject to paragraphs (b) and (c), a person must determine the Design Efficiency ("η_{des}") of a Generating Unit in accordance with the formula in paragraph 3.2(a) ("the Design Efficiency Formula").

(b) A person may opt to determine the ("η_{des}") of a Generating Unit in accordance with the formula in paragraph 3.2(b) ("the Design Efficiency Steam Formula") in respect of a Generating Unit which is in the Combined Heat and Power (CHP) Generating Technology Class and was awarded a Capacity Obligation in an auction before the Capacity Market (Amendment) Rules 2021 came into force.

(c) A person may opt to determine the ("η_{des}") of a Generating Unit in accordance with the formula in paragraph 3.2(c) ("the Design Efficiency CHPQA Formula") in respect of a Generating Unit which is in the Combined Heat and Power (CHP) Generating Technology Class and was awarded a Capacity Obligation in an auction after the Capacity Market (Amendment) Rules 2021 came into force.

3.2 Formulae:

(a) Design Efficiency Formula:

$$\eta_{des} = \frac{W_E}{Consumption\ Rate \times NCV} = [\%]$$

(b) Design Efficiency Steam Formula (for agreements awarded pre-Capacity Market (Amendment) Rules 2021):

$$\eta_{des} = \frac{W_E + Q\ W_T}{Consumption\ Rate \times NCV} = [\%]$$

(c) Design Efficiency CHPQA Formula (for agreements awarded post-Capacity Market (Amendment) Rules 2021):

$$\eta_{des} = \frac{TPO}{TFI \times Cf \times F_e} = [\%]$$

3.3 In paragraph 3.2 of this Part:

Cf	is the conversion factor specified in Schedule 9 of the Rules which corresponds to the fuel used by the Generating Unit;
Consumption Rate	is the consumption rate of fuel used by the Generating Unit at maximum electrical output, in kilograms per second;
F_e	is the percentage of fuel referable to electricity generation as specified in a Qualifying CHPQA Certificate;
NCV	is the Net Calorific Value specified in Schedule 9 which corresponds to the fuel used by the Generating Unit;
Q	is the efficiency of the turbine (comprised in the Generating Unit) that is outputting steam, expressed as a percentage;
TPO	is the total power output of the Generating Unit as determined for the equivalent CHP scheme under the CHPQA Programme, specified on a CHPQA Certificate, expressed in MWh;
TFI	is the total fuel input as specified in the same Qualifying CHPQA Certificate, expressed in MWh;
W_E	is the maximum electrical output of the Generating Unit, expressed in MW;
W_T	is the power extracted by expanding the output steam, determined under Part 6.1 of this Schedule, expressed in MW.

Part 4: Formula to determine transferred CO_2 factor (for use in the Fossil Fuel Emissions CCUS Formula and the Fossil Fuel Emissions Composite Formula)

4.1 A person must determine the transferred CO_2 factor ("TCF") of a Generating Unit in accordance with the following formula:

$$TCF = \frac{CO2_{transferred}}{CO2_{generated}} = [\%]$$

4.2 In paragraph 4.1 of this Part:

$CO2_{generated}$	is the value determined in accordance with the formula in Part 7.2 of this Schedule, in respect of the same Emissions Year, expressed in kg;
$CO2_{transferred}$	is the CO_2 captured and transferred by the Generating Unit (not including CO_2 immediately released upon capture) over an Emissions Year, accurate to ±2.5%, expressed in kg.

Part 5: Formula to determine weighted emission factor (for use in the Fossil Fuel Emissions Mixed Fuel Formula and the Fossil Fuel Emissions Composite Formula)

5.1

(a) Subject to paragraph (b), a person must determine the weighted emissions factor ("EF_W") of a Generating Unit in accordance with the standard formula in paragraph 5.2(a).

(b) A person must determine the EF_W of a Generating Unit in accordance with the CHP formula in paragraph 5.2(b) if the person opts to apply the Design Efficiency CHPQA Formula to determine the Design Efficiency of that Generating Unit.

5.2 Formulae:

(a) standard formula:

$$EF_W = (FS_{F1} \times EF_{F1}) + (FS_{F2} \times EF_{F2}) + \ldots + (FS_{Fn} \times EF_{Fn}) = \left[\frac{kg\ CO_2}{TJ}\right]$$

(b) CHP formula:

$$EF_W = \frac{(Q_{F1} \times QE_{F1} \times EF_{F1}) + (Q_{F2} \times QE_{F2} \times EF_{F2}) + \ldots + (Q_{Fn} \times QE_{Fn} \times EF_{Fn})}{TFI \times F_e} = \left[\frac{kgCO_2}{TJ}\right]$$

5.3 In paragraph 5.2 of this Part:

EF_{F1}	is the Emission Factor of the primary fuel, specified in Schedule 9;
EF_{F2}	is the Emission Factor of the secondary fuel, specified in Schedule 9;
EF_{Fn}	is the Emission Factor of any other fuel additional to the primary and secondary fuel, with each fuel being considered individually, specified in Schedule 9;
FS_{F1}	is the Fuel Share of the primary fuel, determined in accordance with Part 8 of this Schedule, expressed as a percentage;

FS_{F2} is the Fuel Share of the secondary fuel, determined in accordance with Part 8 of this Schedule, expressed as a percentage;

FS_{Fn} is the Fuel Share of any additional fuel, with each fuel being considered individually, determined in accordance with Part 8 of this Schedule, expressed as a percentage;

F_e is the percentage fuel referable to electricity generation as specified in a Qualifying CHPQA Certificate, expressed as a percentage;

Q_{F1} is the quantity of the primary fuel used by the Generating Unit as determined for the purposes of a Qualifying CHPQA Certificate, expressed in MWh;

Q_{F2} is the quantity of the secondary fuel used by the Generating Unit as determined for the purposes of the same Qualifying CHPQA Certificate, expressed in MWh;

Q_{Fn} is the quantity of any other fuel used by the Generating Unit additional to the primary and secondary fuel (with each fuel being considered individually) as determined for the purposes of the same Qualifying CHPQA Certificate, expressed in MWh;

QE_{F1} is the percentage of the primary fuel referable to electricity generation, as determined for the purposes of the same Qualifying CHPQA Certificate, expressed as a percentage;

QE_{F2} is the percentage of the secondary fuel referable to electricity generation, out of all fuels used, as determined for the purposes of the same Qualifying CHPQA Certificate, expressed as a percentage;

QE_{Fn} is the percentage of any other fuel referable to electricity generation additional to the primary and secondary fuel, with each fuel being considered individually, out of all fuels used, as determined for the purposes of the same Qualifying CHPQA Certificate, expressed as a percentage;

TFI is the total fuel input as specified in the same Qualifying CHPQA Certificate, expressed in MWh.

Other ancillary formulae

Part 6: Formula to determine the power extracted by expanding the output steam (for use in the Design Efficiency Steam Formula)

6.1

(a) Subject to paragraph (b), a person must determine the power extracted by expanding steam ("WT") in accordance with the following formula:

(b)

$$W_T = M\ RT\ ln\left(\frac{P_1}{P_0}\right)\left(\frac{1}{1000}\right) = \ [MW]$$

(c) A person may take WT to be zero.

6.2 In paragraph 6.1(a) of this Part:

M	is the rate of release of steam, expressed in kilograms per second;
P_1	is the pressure of the steam at release from the Generating Unit at maximum electrical output;
P_0	is the atmospheric pressure;
R	is the constant for air as ideal gas, specified for the purposes of this formula as 0.287 kJ $kg^{-1}K^{-1}$;
T	is the temperature of the steam at release from the Generating Unit at maximum electrical output, expressed in K.

Part 7: Formula to determine $CO2_{generated}$ (for use in the formula to determine TCF of a Generating Unit)

7.1 A person must determine the $CO2_{generated}$ of a Generating Unit over an Emissions Year, as a value expressed in kilograms of carbon dioxide:

(d) in accordance with the formula in paragraph 7.2(a), unless the Generating Unit uses more than one fuel to produce electricity.

(e) if the Generating Unit uses more than one fuel, in accordance with the formula in paragraph 7.2(b).

7.2 Formulae:

(f) standard formula:

$$C02_{generated} = TFEI \times \ EF_{f,CO2} \ \times 0.0036 = \ [kgC0_2]$$

(g) mixed fuel formula:

$$C02_{generated} = TFEI \times EF_W \times 0.0036 = [kgC0_2]$$

7.3 In paragraph 7.2 of this Part:

$EF_{f,CO2}$	is the Emission Factor specified in Schedule 9 corresponding to the fuel used by the Generating Unit;
EF_W	is the weighted emission factor, which is the value determined by applying a formula in Part 5.2 of this Schedule;
TFEI	is the total fuel combusted to generate electricity over the same Emissions Year used when determining $C02_{transferred}$, expressed in MWh.

Part 8: Formula to determine Fuel Share (for use in the formula to determine weighted emission factor of a Generating Unit)

8.1 A person must determine the Fuel Share ("*FS*") of a Generating Unit as a value expressed as a percentage in accordance with the following formula:

$$FS_i = \frac{Q_{Fi} \times NCV_{Fi}}{(Q_{F1} \times NCV_{F1}) + (Q_{F2} \times NCV_{F2}) + \ldots + (Q_{Fn} \times NCV_{Fn})} = [\%]$$

8.2 In paragraph 8.1 of this Part:

F_i	is the fuel for which the FS is being calculated;
NCV	is the Net Calorific Value specified in Schedule 9 which corresponds to the relevant fuel used by the Generating Unit;
Q_{F1}	is the quantity of the primary fuel used by the Generating Unit during an Emissions Year, expressed in gigagrams;
Q_{F2}	is the quantity of the secondary fuel used by the Generating Unit during the same Emissions Year, expressed in gigagrams;
Q_{Fn}	is the quantity of any other fuel used by the Generating Unit additional to the primary and secondary fuel, with each fuel being considered individually, during the same Emissions Year, expressed in gigagrams.

SCHEDULE 9: STANDARD EMISSION FACTORS AND NET CALORIFIC VALUES

For each Generating Unit Fuel Type specified in the first column of the table:

(a) the corresponding Emission Factor ("$EF_{f,CO2}$") is specified in the second column of the table below; and

(b) the corresponding Net Calorific Value (*"NCV"*) is specified in the third column of the table.

Fuel		**Emission Factor (kg CO_2 per terajoule)**	**Net Calorific Value (tera joule per gigagram)**	**Conversion factor (Cf) for GCV to NCV**
Crude Oil		73,300	42.3	0.95
Orimulsion		77,000	27.5	0.94
Natural gas liquids		64,200	44.2	0.95
Motor gasoline		69,300	44.3	0.95
Kerosene (other than jet kerosene)		71,900	43.8	0.95
Shale oil		73,300	38.1	0.95
Gas/diesel oil		74,100	43.0	0.94
Residual fuel oil		77,400	40.4	0.94
Liquefied petroleum gases		63,100	47.3	0.9313
Ethane		61,600	46.4	0.92
Naphtha		73,300	44.5	0.95
Bitumen		80,700	40.2	0.94
Lubricants		73,300	40.2	0.94
Petroleum coke		97,500	32.5	0.95
Refinery feedstocks		73,300	43.0	0.95
Other Oil	Refinery gas	57,600	49.5	0.9025
	Paraffin waxes	73,300	40.2	0.94
	White spirit and SBP	73,300	40.2	0.94

Fuel		Emission Factor (kg CO_2 per terajoule)	Net Calorific Value (tera joule per gigagram)	Conversion factor (Cf) for GCV to NCV
	Other petroleum products	73,300	40.2	0.94
Anthracite		98,300	26.7	0.95
Coking coal		94,600	28.2	0.95
Other bituminous coal		94,600	25.8	0.95
Sub-bituminous		99,610	18.9	0.95
Lignite		101,000	11.9	0.95
Oil shale and tar sands		107,000	8.9	0.94
Brown Coal Briquettes		97,500	20.7	0.95
Patent fuel		97,500	20.7	0.95
Coke	Coke, oven coke and lignite coke	107,000	0.95	0.95
	Gas coke	107,000	0.95	0.95
Coal tar		80,700	28.0	0.94
Derived Gases	Gas works gas	44,400	1	1
	Coke oven gas	44,400	1	1
	Blast furnace gas	260,000	1	1
	Oxygen steel furnace gas	182,000	1	1
Natural gas		56,100	48.0	0.9025

EXHIBIT ZA: FORM OF FOSSIL FUEL EMISSIONS DECLARATION[19]

FOR USE FROM 17 JULY 2024, EXCEPT AS PERMITTED BY RULE 3.17.1(b)

[NAME OF APPLICANT OR CAPACITY PROVIDER]

(Incorporated in England and Wales, or Scotland under Registered No. [ ])

[ADDRESS OF REGISTERED OFFICE]

The following confirmations and declarations are made by Directors[20] of *[NAME OF [APPLICANT] or [CAPACITY PROVIDER]* (the **"Relevant Person"**)[21], and

where required[22], this Declaration is signed by an authorised signatory on behalf of *[NAME OF INDEPENDENT EMISSIONS VERIFIER]* (the **"Independent Emissions Verifier"**), and

with respect to *[DESCRIPTION OF CMU]* (the **"Relevant CMU"**) and each Fossil Fuel Component or Associated Fossil Fuel Component by which a Storage Facility comprising the Relevant CMU has part or all of its electricity requirements met (each a **"relevant Fossil Fuel Component"**) comprising the Relevant CMU, and

in respect of the Delivery Year in respect of which a Capacity Obligation awarded to the Relevant CMU applies (a **"Relevant Delivery Year"**);

Contents of this declaration:

- **Part 1:** The Relevant CMU
- **Part 2:** Declaration in respect of relevant Fossil Fuel Components
- **Part 3:** Declarations of Fossil Fuel Emissions (and where relevant, Fossil Fuel Yearly Emissions) in respect of relevant Fossil Fuel Components with an Installed Capacity equal to or greater than 1MW
- **Part 4:** Declarations in respect of Formulae applied to determine Fossil Fuel Emissions
- **Part 5:** Declarations in respect of relevant Fossil Fuel Components with an Installed Capacity below 1MW
- **Part 6:** Omitted.
- **Part 7:** Declaration in respect of Emissions Related Material Changes
- **Part 8:** Director signatures
- **Part 9:** Independent Emissions Verifier certification
- **Annex A:** Assurance work conducted by an Independent Emissions Verifier

[19] Exhibit ZA was substituted by the Capacity Market (Amendment) (No. 2) Rules 2020 and the Capacity Market (Amendment) Rules 2021.

[20] Or officers, in the case of a body other than a company.

[21] For sole director companies, substitute "The following confirmations and declarations are made by the director of [NAME OF APPLICANT] or [CAPACITY PROVIDER] (the "Relevant Person")".

[22] Not required in respect of a Transitional Fossil Fuel Emissions Declaration.

Capitalised terms used herein have the meaning given in the Capacity Market Rules 2014 unless otherwise indicated.

When completing the remainder of this Declaration, delete or strikethrough content in "[ ]" where not applicable.

Part 1: The Relevant CMU

(You must complete this Part in all cases in respect of the Relevant CMU, by retaining (a), (b), (c), or (d)) as applicable.)

The Relevant Person hereby confirms that the Relevant CMU is:

(a) [a New Build CMU.]

(b) [a Refurbishing CMU (where this declaration is not provided in respect of the Pre-Refurbishment CMU and is provided in respect of the Relevant CMU once improvement works have been completed).]

(c) [an Existing Generating CMU (including where this declaration is provided in respect of the Pre-Refurbishment CMU in relation to a Refurbishing CMU).]

(d) [a DSR CMU.]

Part 2: Declaration in respect of whether the relevant CMU includes any Fossil Fuel Components with an Installed Capacity equal to or greater than 1MW

(You must complete this part in all cases in respect of the Relevant CMU, by retaining either (a) or (b):

- *If retaining (a), you must complete Part 5, Part 7 and Part 8.*
- *If retaining (b), you must complete Part 3, Part 4, Part 5, Part 6, Part 7 and Part 8, and arrange for an Independent Emissions Verifier to complete Part 9*[23]*.)*

The Relevant Person hereby declares that:

(a) [the Relevant CMU does not comprise of any relevant Fossil Fuel Component which has an Installed Capacity of equal to or greater than 1MW.]

(b) [the Relevant CMU comprises of at least one relevant Fossil Fuel Component which has an Installed Capacity of equal to or greater than 1MW.]

Part 3: Declarations of Fossil Fuel Emissions (and, where relevant, Fossil Fuel Yearly Emissions) in respect of relevant Fossil Fuel Components with an Installed Capacity equal to or greater than 1MW

(You must complete this Part if you have retained the declaration in Part 2(b), in respect of each relevant Fossil Fuel Component with an Installed Capacity equal to or greater than 1MW by populating each column, where applicable:

- *In the first column, use a brief descriptor/reference of your choice.*
- *In the second column, retain '[Before 4 July 2019]' or '[On or after 4 July 2019]'.*
- *In the third column, list each Generating Unit Fuel Type.*

[23] Not required in respect of a Transitional Fossil Fuel Emissions Declaration.

- *In the fourth column, declare the Fossil Fuel Emissions of each relevant Fossil Fuel Component which has an Installed Capacity of equal to or greater than 1MW.*

Only where applicable, retain the fifth column and declare the Fossil Fuel Yearly Emissions of a relevant Fossil Fuel Component[24].)

Fossil Fuel Component descriptor	**Commercial Production Start Date**	**Generating Unit Fuel Type/s**	**Fossil Fuel Emissions (in gCO_2 per kWh_e)**	**[Fossil Fuel Yearly Emissions (in kg CO_2 per kWe)]**
……	[Before 4 July 2019] or [On or after 4 July 2019]	……	……	[……..]
……[25]	[Before 4 July 2019] or [On or after 4 July 2019]	……	……	[……..]

Part 4: Declarations in respect of formulae applied to determine Fossil Fuel Emissions

(You must complete this Part if you have retained the declaration in Part 2(b), by populating each column where applicable:

- *In the first column, use the same descriptor/reference you used in Part 3 for a relevant Fossil Fuel Component.*
- *In the second column, retain one of '[Fossil Fuel Emissions Formula]' or '[Fossil Fuel Emissions CCUS Formula]' or '[Fossil Fuel Mixed Fuels Formula]' or '[Fossil Fuel Composite Formula]' where applicable to specify which formula you applied to determine the Fossil Fuel Emissions declared in Part 3.*
- *In the third column, retain one of '[Design Efficiency Formula]', '[Design Efficiency Steam Formula]' or '[Design Efficiency CHPQA Formula]' where applicable to specify which formula you applied when determining the Fossil Fuel Emissions declared in Part 3.)*

Fossil Fuel Component descriptor	**Formula applied to determine Fossil Fuel Emissions**	**Formula applied to determine Design Efficiency**
……	[Fossil Fuel Emissions Formula] or [Fossil Fuel Emissions CCUS Formula] or	[Design Efficiency Formula] or [Design Efficiency Steam Formula] or

[24] i.e. in respect of a Delivery Year which commences in 2024 or a subsequent Delivery Year, in relation to a relevant Fossil Fuel Component with a Commercial Production Start Date before 4 July 2019, and where the Fossil Fuel Emissions of the Relevant Fossil Fuel Component exceed the Fossil Fuel Emissions Limit (see Rule 3.15.1(b)).

[25] an additional row must be added for each additional relevant Fossil Fuel Component.

	[Fossil Fuel Mixed Fuels Formula] or [Fossil Fuel Composite Formula]	[Design Efficiency CHPQA Formula]
……26	[Fossil Fuel Emissions Formula] or [Fossil Fuel Emissions CCUS Formula] or [Fossil Fuel Mixed Fuels Formula] or [Fossil Fuel Composite Formula]	[Design Efficiency Formula] or [Design Efficiency Steam Formula] or [Design Efficiency CHPQA Formula]

Part 5: Declarations in respect of relevant Fossil Fuel Components with an Installed Capacity below 1MW

(You must complete this Part in all cases by retaining (c), or (d) as applicable.)

The Relevant Person hereby confirms that:

(a) omitted:

(b) omitted:

(c) [where the Relevant Delivery Year is the Delivery Year that commences in 2024 or a subsequent Delivery Year:

(i) the Relevant CMU comprises of at least one relevant Fossil Fuel Component which has an Installed Capacity of less than 1MW and each of those relevant Fossil Fuel Components does not exceed the Fossil Fuel Emissions Limit (other than a relevant Fossil Fuel Component which has a Commercial Production Start Date before 4 July 2019 which exceeds the Fossil Fuel Emission Limit, but does not exceed the Fossil Fuel Yearly Limit);]

(ii) in the event that the Relevant CMU will, after making this declaration, comprise of any additional relevant Fossil Fuel Component with a Commercial Production Start Date on or after 4 July 2019 and which has an Installed Capacity of less than 1MW, such additional relevant Fossil Fuel Components will not exceed the Fossil Fuel Emissions Limit; and

(iii) in the event that the Relevant CMU will, after making this declaration, comprise of any additional relevant Fossil Fuel Component with a Commercial Production Start Date which is before 4 July 2019 and which has an Installed Capacity of less than 1MW, each such additional relevant Fossil Fuel Component will not exceed Fossil Fuel Emissions Limit (other than where it exceeds the Fossil Fuel Emission Limit, it will not exceed the Fossil Fuel Yearly Emissions Limit);]

(d) [where the Relevant Delivery Year is the Delivery Year that commences in 2024 or a subsequent Delivery Year:

(i) the Relevant CMU does not comprise of any relevant Fossil Fuel Component which has an Installed Capacity of less than 1MW;

26 an additional row must be added for each additional relevant Fossil Fuel Component.

(ii) in the event that the Relevant CMU will, after making this Declaration, comprise of at least one relevant Fossil Fuel Component with a Commercial Production Start Date on or after 4 July 2019 and which has an Installed Capacity of less than 1MW, such relevant Fossil Fuel Component will not exceed the Fossil Fuel Emissions Limit; and

(iii) in the event that the Relevant CMU will, after making this Declaration, comprise of at least one relevant Fossil Fuel Component with a Commercial Production Start Date which is before 4 July 2019 and which has an Installed Capacity of less than 1MW, each relevant Fossil Fuel Component will not exceed both the Fossil Fuel Emissions Limit (except that, where it exceeds the Fossil Fuel Emissions Limit, it will not exceed the Fossil Fuel Yearly Emissions Limit).]

Part 6: Omitted

Omitted.

Part 7: Declaration in respect of Emissions Related Material Changes

(You must retain this Part in all cases.)

The Relevant Person hereby confirms that an Updating Fossil Fuel Emissions Declaration will be provided if there is an Emissions Related Material Change to the Relevant CMU and/or to a relevant Fossil Fuel Component and:

(a) where the Relevant Delivery Year is the Delivery Year that commences in 2022 or a subsequent Delivery Year, the Relevant CMU and/or each relevant Fossil Fuel Component will not exceed the Fossil Fuel Emissions Limit; and/or

(b) where the Relevant Delivery Year is the Delivery Year that commences in 2024 or a subsequent Delivery Year, the Relevant CMU and/or each relevant Fossil Fuel Component will not exceed the Fossil Fuel Emissions Limit, and where any relevant Fossil Fuel Component which has a Commercial Production Start Date which is before 4 July 2019 exceeds the Fossil Fuel Emission Limit, it will not exceed the Fossil Fuel Yearly Limit.

Part 8: Director Signatures

(You must complete this Part.)

DATED: [dd/mm/yyyy][27] DATED: [dd/mm/yyyy][28]

Signed

……..... …….....

Director[29]

[27] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant person signs, in the format: day, month, year (dd/mm/yyyy).

[28] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant person signs, in the format: day, month, year (dd/mm/yyyy).

[29] or officer, in the case of a body other than a company.

Director[30]

Print Name: Print Name:

To be executed by the signature of two Directors, (unless Rule 1.3A applies)

Part 9: Independent Emissions Verifier certification of declaration(s) made in **Part 3** and **Part** 4:

(You must arrange for an Independent Emissions Verifier to complete this Part if you have retained the declaration in Part 2(b)[31]*.)*

1 Independent Emissions Verifier to retain either (a) or (b)

(a) [We have conducted a verification of the information provided in the tables in **Part 3** and **Part 4** and the data provided in support of that information and, on the basis of the Assurance Work described in **Annex A** to this Declaration, we confirm with reasonable assurance that the declaration[s] in **Part 3** [is]/[are] true and correct in all material aspects.]

or

(b) [We have conducted a verification of the information provided in the tables in **Part 3** and **Part 4** and the data provided in support of that information and, on the basis of the Assurance Work described in **Annex A** to this Declaration, we confirm with reasonable assurance that the declaration[s] in **Part 3** [is]/[are] true and correct, with the exception of the technical specification(s) / performance test(s) of combustion units made available by the operator [and attached to this declaration]. These documents have been accepted as representative of current operations in the absence of alternative data sources. The risk of mis-statement of data in Part 3 due to the age, degradation or non-optimum condition of the combustion units in operation has not been taken into account in the verification process.

2 Independent Emissions Verifier to complete all of the following

We have applied the following standard/s when conducting the verification of the information provided in the tables in **Part 3** and **Part 4** and the data provided in support of that information:

[INCLUDE A DESCRIPTION (INCLUDING TITLE AND YEAR) OF THE ISO (INTERNATIONAL ORGANISATION FOR STANDARDISATION) OR EN (EUROPEAN STANDARDS) STANDARD/S APPLIED]

DATED: [dd/mm/yyyy][32]

Signed…….....

Authorised signatory (Print Name)…….....

Position…….....

Authorised signatory for and on behalf of……..

[30] or officer, in the case of a body other than a company.

[31] not required if this declaration is a Transitional Fossil Fuel Emissions Declaration (See Rule 3.15.2).

[32] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant person signs, in the format: day, month, year (dd/mm/yyyy).

Name of Independent Emissions Verifier…….....

Accreditation body: ……

Accreditation number of Independent Emissions Verifier: …….....

Annex A: Assurance Work Conducted by the Independent Emissions Verifier

Responsibilities:	The Relevant Person is responsible for the preparation and reporting of data in this Fossil Fuel Emissions Declaration ("Declaration") and for its submission to the Delivery Body in accordance with the Rules. The Independent Emissions Verifier is responsible (in accordance with its contract with the Relevant Person and its accreditation obligations) for carrying out verification of the Declaration and data submitted with the Declaration.
Assurance Work Conducted:	The Independent Emissions Verifier has conducted its examination having regard to the criteria used for verification outlined below. This involved examining, based on the verifier's own assessment of risk, evidence provided by the Relevant Person, to assess whether the verifier is able to give reasonable assurance that the declaration(s) in **Part 3** and **Part 4** of this Declaration is/are true and correct in all material respects.
Criteria used for verification:	The Capacity Market Rules, the Electricity Capacity Regulations 2014 (SI 2014/ 2043); relevant ISO and/or EN standards.

EXHIBIT ZB: FORM OF FOSSIL FUEL EMISSIONS COMMITMENT

[APPLICATION YEAR] Fossil Fuel Emissions Commitment

[NAME OF APPLICANT OR CAPACITY PROVIDER]

(Incorporated in England and Wales, or Scotland under Registered No. [ ])

[ADDRESS OF REGISTERED OFFICE]

The following declarations are made by Directors[33] of *[NAME OF APPLICANT]* (the "Relevant Person")[34] with respect to:

[Description of CMU to be inserted] (the "Relevant CMU");

and with respect to each Fossil Fuel Component or Associated Fossil Fuel Component by which a Storage Facility has part or all of its electricity requirements met (each a "relevant Fossil Fuel Component") which comprises or may comprise the Relevant CMU, and

any Delivery Year in respect of which a Capacity Obligation awarded in the Relevant Capacity Auction to the Relevant CMU may apply (a "Relevant Delivery Year");

Contents of this declaration:

- **Part 1:** The Relevant CMU
- **Part 2:** Declaration in respect of the Relevant CMU which is New Build, Refurbishing or Unproven DSR
- **Part 3:** Declaration in respect of Emissions Related Material Changes
- **Part 4:** Director signatures

Capitalised terms used herein have the meaning given in the Capacity Market Rules 2014 unless otherwise indicated.

When completing the remainder of this Declaration, delete or strikethrough content in "[ ]" where not applicable.

Part 1: The Relevant CMU

(You must complete this Part in respect of the Relevant CMU, by retaining either (a), (b), or (c))

The Relevant Person hereby confirms that the Relevant CMU is:

(a) [a New Build CMU.]

(b) [a Refurbishing CMU (where this declaration is provided in respect of both the Pre-Refurbishment CMU and the Relevant CMU once improvement works have been completed).]

[33] or officers, in the case of a body other than a company

[34] For sole director companies, substitute "The following confirmations and declarations are made by the director of [NAME OF APPLICANT] (the "Applicant")".

(c) [an Unproven DSR CMU.]

Part 2: Declarations in respect of the Relevant CMU

(You must complete this Part by retaining either (a) or (b). You must retain (c), and, where applicable, retain (d), (e), (f) and/or (g).)

The Relevant Person hereby declares that:

(a) [the Relevant CMU will not comprise of any relevant Fossil Fuel Component.]

(b) [the Relevant CMU will or may comprise of at least one relevant Fossil Fuel Component.]

(c) in the event that the Relevant CMU comprises of at least one relevant Fossil Fuel Component:

(i) the Relevant Person will make a Fossil Fuel Emissions Declaration in accordance with the relevant deadline (in Rule 8.3.11(b)(i) in respect of a New Build CMU, Rule 8.3.11(b)(ii) in respect of a Refurbishing CMU (including where a Capacity Agreement is awarded to the Pre-Refurbishment CMU) and Rule 8.3.11(b)(iii) in respect of an Unproven DSR CMU);

(ii) where the Relevant Delivery Year is the Delivery Year that commences in 2022 or a subsequent Delivery Year, in the event the Relevant CMU comprises of at least one relevant Fossil Fuel Component with a Commercial Production Start date on or after 4 July 2019, the Fossil Fuel Emissions of that relevant Fossil Fuel Component will not exceed the Fossil Fuel Emissions Limit; and

(iii) where the Relevant Delivery Year is the Delivery Year that commences in 2024 or is a subsequent Delivery Year, in the event the Relevant CMU comprises of at least one relevant Fossil Fuel Component with a Commercial Production Start Date which is before 4 July 2019, where the Fossil Fuel Emissions of that relevant Fossil Fuel Component exceed the Fossil Fuel Emission Limit, it will not exceed the Fossil Fuel Yearly Limit.

[The Relevant Person further declares that:

(d) [the Relevant Person intends to apply the Fossil Fuel Emissions CCUS Formula to determine the Fossil Fuel Emissions of at least one relevant Fossil Fuel Components.]

(e) [the Relevant Person intends to apply the Fossil Fuel Emissions Mixed Fuel Formula to determine the Fossil Fuel Emissions of at least one relevant Fossil Fuel Components.]

(f) [the Relevant Person intends to apply the Fossil Fuel Emissions Composite Fuel Formula to determine the Fossil Fuel Emissions of at least one relevant Fossil Fuel Components.]

(g) [the Relevant Person intends to apply the Design Efficiency CHPQA Formula to determine the Design Efficiency of at least one relevant Fossil Fuel Components.]]

Part 3: Declaration in respect of Emissions Related Material Changes

(You must retain this Part in all cases.)

An Updating Fossil Fuel Emissions Declaration will be provided to the Delivery Body if, following making a Fossil Fuel Emissions Declaration in respect of the Relevant CMU, there is an Emissions Related Material Change to the Relevant CMU or to a Fossil Fuel Component comprised in the Relevant CMU.

Part 4: Director Signatures

(You must complete this Part in all cases)

DATED: [dd/mm/yyyy][35]	DATED: [dd/mm/yyyy][36]
Signed	
…….....	…….....
Director[37]	Director[38]
Print Name:	Print Name:

To be executed by the signature of two directors, unless Rule 1.3A applies.

[35] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant person signs, in the format: day, month, year (dd/mm/yyyy).

[36] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant person signs, in the format: day, month, year (dd/mm/yyyy).

[37] Or officer, in the case of a body other than a company.

[38] Or officer, in the case of a body other than a company.

EXHIBIT ZC: FORM OF FOSSIL FUEL REMOVAL DECLARATION

Fossil Fuel Removal Declaration

[NAME OF APPLICANT OR CAPACITY PROVIDER]

(Incorporated in England and Wales, or Scotland under Registered No. [ ])

[ADDRESS OF REGISTERED OFFICE]

The following declaration is made by Directors[39] of *[NAME OF APPLICANT]* (the "**Relevant Person**")[40] with respect to *[Description of CMU to be inserted]* (the **"Relevant CMU"**).

The Applicant hereby declares that the Relevant CMU no longer comprises of any Fossil Fuel Component or any Storage Facility which has part or all of electricity requirements met by an Associated Fossil Fuel Component.

Capitalised terms used herein have the meaning given in the Capacity Market Rules 2014 unless otherwise indicated.

Director Signatures

DATED: [dd/mm/yyyy][41]	DATED: [dd/mm/yyyy][42]
Signed	
…….....	…….....
Director[43]	Director[44]
Print Name:	Print Name:

To be executed by the signature of two directors, unless Rule 1.3A applies.

[39] Or officers, in the case of a body other than a company.

[40] For sole director companies, substitute "The following confirmations and declarations are made by the director of [NAME OF APPLICANT] (the "Applicant")".

[41] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant person signs, in the format: day, month, year (dd/mm/yyyy).

[42] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant person signs, in the format: day, month, year (dd/mm/yyyy).

[43] Or officers, in the case of a body other than a company.

[44] Or officers, in the case of a body other than a company.

EXHIBIT ZD: FORM OF LOW CARBON DECLARATION

[NAME OF APPLICANT / CAPACITY PROVIDER]

Incorporated in [England and Wales] / [Scotland] under Registered No. [ ]

[ADDRESS OF REGISTERED OFFICE]

We, being directors of [APPLICANT / CAPACITY PROVIDER] (the "Company"), DECLARE and CONFIRM on behalf of the Company the matters set out below with reference to [DESCRIPTION OF CMU] (the "Relevant CMU").

Any word or phrase used in this declaration that is given a defined meaning in the Capacity Market Rules 2014 or the Electricity Capacity Regulations 2014 (each as amended and in force from time to time) has the same meaning in this declaration, unless otherwise indicated above.

Part 1: The Relevant CMU

The Relevant CMU is or (if it does not yet exist) will be:

[(a) a New Build CMU;]

[(b) a Refurbishing CMU;]

[(c) an Unproven DSR CMU;]

[(d) an Existing Generating CMU]; or

[(e) a Proven DSR CMU.]

Retain whichever of options (a) to (e) is applicable to the Relevant CMU and delete the rest.

Part 2: Low Carbon Period

This Declaration relates to:

[(a) the period beginning with the date on which this Declaration is made;]

[(b) the period beginning with the start of the Delivery Year 20[XX/XX] [*if providing this Declaration with an Application, insert first Delivery Year of the agreement that you hope the Relevant CMU will be awarded*];]

and continuing for as long as the Relevant CMU continues to operate, or, if sooner, until this Declaration is revoked in accordance with the Rules (the "Low Carbon Period").

Delete either (a) or (b). Retain (b) if you are making the Declaration in respect of an Existing Generating CMU or Proven DSR CMU. If (b) is retained, complete it as appropriate.

Part 3: Low Emissions Statement

1. The Relevant CMU:

   [(a) is and will be a Low Emissions CMU (in respect of an Existing Generating CMU or Proven DSR CMU) – that is, during the Low Carbon Period, it will comprise of:

(i) Fossil Fuel Components, and any such components have or will have Fossil Fuel Emissions that do not exceed the Low Carbon Limit; and

(ii) no Other Emitting Component;] or

[(b) will be a Low Emissions CMU (in respect of a New Build CMU, Refurbishing CMU or Unproven DSR CMU) - that is, during the Low Carbon Period, it will comprise of:

(i) Fossil Fuel Components, and any such components will have Fossil Fuel Emissions that do not exceed the Low Carbon Limit; and

(ii) no Other Emitting Component;] or

[(c) does not and will not comprise of an Emissions Component:]

Retain only one of (a) or (b) or (c) as appropriate. Note that you will need to retain sub-paragraph (a) or (b) if the Relevant CMU is expected to comprise any Storage Facility that has part or all of its electricity requirements met by an Associated Fossil Fuel Component.

2. The statement in paragraph 1

(a) is supported by a [Fossil Fuel Emissions Declaration] / [Fossil Fuel Emissions Commitment] provided to the Delivery Body with this Declaration in compliance with the Rules.

[(b) will be supported by a Fossil Fuel Emissions Declaration provided to the Delivery Body in accordance with the relevant deadline in the Rules.]

You must retain (a) and, retain the words Fossil Fuel Emissions Declaration or retain the words Fossil Fuel Emissions Commitment as appropriate.

Retain (b) if you are providing this Declaration with an Application and have retained paragraph 1(a) or (b) (the Relevant CMU is or will be a Low Emissions CMU) and you will make a Fossil Fuel Emissions Declaration by a deadline in accordance with Rules 3.18, 8.3.12(b), 8.3.12A(b) or 8.3.13(c) (in respect of an Existing Generating CMU or Proven DSR CMU) or Rule 8.3.11(a) (in respect of a Prospective Generating CMU or Unproven DSR CMU).

3. We:

(a) know that the statement in paragraph 1 and the [Fossil Fuel Emissions Declaration] / [Fossil Fuel Emissions Commitment] referred to in paragraph 2 are true and accurate; or

(b) have no reason to suspect that a [Fossil Fuel Emissions Declaration] / [Fossil Fuel Emissions Commitment] provided with this Declaration may be untrue or inaccurate.

Part 4: Confirmation by the Applicant's Directors

We confirm that:

(a) We have read and understood Rules 3.10ZA and 3.10ZB (and the meanings of the defined terms used in them and those that are set out in Rule 1.2.1), as well as Rules relating to the Relevant CMU:

(b) We understand that if the Delivery Body gives a Low Emissions Determination in respect of the Relevant CMU, any Capacity Agreement of which the Relevant CMU is the subject may face the consequences specified in the Rules.

DATED: [dd/mm/yyyy] [45]

Signed

……..

Director

Print name:

DATED: [dd/mm/yyyy] [46]

……..

Director

Print name:

[45] Signatures must be dated. The date given for each signature is to be the day when the relevant director signs.

[46] Signatures must be dated. The date given for each signature is to be the day when the relevant director signs.

EXHIBIT A: FORM OF PREQUALIFICATION CERTIFICATE

[NAME OF APPLICANT]

(Incorporated in England and Wales or Scotland under Registered No. [●]) [ADDRESS OF REGISTERED OFFICE]

[APPLICATION YEAR] Prequalification Certificate

We, being directors of [APPLICANT] (the "Company"), HEREBY CERTIFY as at the date of this certificate that, having made due and careful enquiry and to the best of our knowledge, information and belief[47]:

(a) there is no ground on which the Company could be found to be Insolvent, taking into account all of the Company's liabilities (including any contingent or prospective liabilities);

[(aa) there is no ground on which a Joint Owner could be found to be Insolvent, taking into account all of that Joint Owner's liabilities (including any contingent or prospective liabilities)][48];

(b) there is no ground for concluding that the Company will become Insolvent as a result of entering into a Capacity Agreement;

[(bb) there is no ground for concluding that a Joint Owner will become Insolvent as a result of the Company entering into a Capacity Agreement][49].

(c) the Company is seeking to enter into a Capacity Agreement in good faith, for the purposes of carrying on its business;

(d) there are reasonable grounds for believing that a Capacity Agreement would benefit the Company; and

(e) the Company can correctly make those of the declarations in Rules 3.4 to 3.11 of the Capacity Market Rules as may be applicable

(f) [taking into account current economic conditions and the regulatory and legislative framework:

(i) there are reasonable grounds to believe that a Capacity Agreement greater than one year in duration is required to facilitate the improvements programme at the Refurbishing CMU; and

(ii) the Qualifying £/kW Capital Expenditure has been determined, so far as possible, without reference to any substantive routine or statutory maintenance works required at the Refurbishing CMU][50]

(g) that the Application has been completed in accordance with the requirements of the Capacity Market Rules 2014, as amended, and that where previous Exhibits,

[47] For sole director companies, substitute "I, being the director of [APPLICANT}, HEREBY CERTIFY as at the date of this certificate that, having made due and careful enquiry and to the best of my knowledge, information and belief:".

[48] Delete unless the Application is made in respect of an Interconnector CMU in relation to which there are Joint Owners.

[49] Delete unless the Application is made in respect of an Interconnector CMU in relation to which there are Joint Owners.

[50] Delete unless a statement is required to be made under Rule 3.8.1A(b).

Declarations or Additional Information have been resubmitted under Rule 3.3.6A, confirm that they remain valid and in accordance with the Capacity Market Rules 2014 as amended.

Capitalised terms in this certificate have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated. ["Joint Owner" means a Joint Owner in relation to the CMU to which the Application relates.][51]

DATED: [dd/mm/yyyy][52] DATED: [dd/mm/yyyy][53]

Signed

…..... …..

Director Director[54]

Print Name: Print Name:

[51] Delete unless the Application is made in respect of an Interconnector CMU in relation to which there are Joint Owners.

[52] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[53] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[54] No second signature is required for sole director companies, see Rule 1.3.A.

EXHIBIT AA: FORM OF LONG STOP UTILISATION DECLARATION

[NAME OF APPLICANT]

Incorporated in [England and Wales] / [Scotland] under Registered No. [ ]

[ADDRESS OF REGISTERED OFFICE]

[APPLICATION YEAR]

We, being directors of [APPLICANT] (the "Company"), DECLARE AND CONFIRM the matters set out below on behalf of the Applicant with reference to [DESCRIPTION OF CMU] (the "Relevant CMU") and the Application that is being made in respect of the Relevant CMU ("the Relevant Application").

Any word or phrase used in this declaration that is given a defined meaning in the Capacity Market Rules 2014 or the Electricity Capacity Regulations 2014 (each as amended and in force from time to time) has the same meaning in this declaration, unless otherwise indicated above.

Part 1: Delivery after the first Delivery Year

1. The Relevant Application relates to the [insert details] T-4 Auction [to be held in [insert year] [*insert year or other details in the space before or after "T-4 Auction" to indicate the Auction to which the Prequalification process in which the Low Carbon Declaration is being provided relates*] (the "Relevant Auction").

2. The Relevant CMU is a [New Build CMU] / [Refurbishing CMU] [*delete one option and leave the other as appropriate*].

3. A Low Carbon Declaration in relation to the Relevant CMU is being provided with the Relevant Application.

4. The Company intends to commit to Qualifying £/kW Capital Expenditure that exceeds the Nine Year Minimum £/kW Threshold.[55]

5. We reasonably believe that it is likely that, even if all the conditions specified in Rule 3.8A.3(a) are satisfied,[56] the Substantial Completion Milestone will not be achieved in respect of the Relevant CMU by the date falling 12 months after the start of the first Delivery Year of the Capacity Agreement for the Relevant CMU, for a reason relating to one or more of the matters specified in Rule 3.8A.3(b).

6. The particular reason[s] for the belief stated in paragraph 5 above [is] / [are]:

   [….]

[55] The threshold is set out in notices specific to each Auction.

[56] The conditions specified in Rule 3.8A.3(a) are a series of hypothetical assumptions that you must make when thinking about the likelihood of the Substantial Completion Milestone not being achieved by the date stated in Rule 3.8A.2(b)(iii) for one of the reasons specified in Rule 3.8A.3(b).

INSERT REASONS, BASED ON ONE OR MORE MATTERS SPECIFIED IN RULE 3.8A.3(b), EXPLAINING BRIEFLY WHY YOU THINK THAT IT / THEY APPLIES / APPLY TO THE RELEVANT CMU.

IF YOU INCLUDE THE MATTER SPECIFIED IN SUB-PARAGRAPH (v) OF RULE 3.8A.3(b), YOU MUST SPECIFY WHAT THE "CHARACTERISTIC OR CIRCUMSTANCE" IS ON WHICH YOU RELY, AND WHY IT MEETS THE CRITERIA IN THAT SUB-PARAGRAPH.

Part 2: Selection of Long Stop Date option

If the Relevant Application is successful and the Relevant CMU is awarded a Capacity Agreement, the Company wishes the Long Stop Date in respect of that Capacity Agreement to be the date:

[(a) falling 12 months after the start of the relevant CMU's first scheduled Delivery Year.]

[(b) falling 24 months after the start of the relevant CMU's first scheduled Delivery Year.]

Delete as (a) or (b) appropriate, retaining only one of them.

Part 3: Confirmations

In this Part, the "relevant period" is the period of 12 or 24 months leading up to the date specified in Part 2.

We have discussed the basis for the beliefs declared in paragraphs 5 and 6 of Part 1 above with our Independent Technical Expert [INSERT NAME(S)], whose report under Rule 3.8A.4(b) is provided, as required, with the Relevant Application.

We believe that the Relevant CMU will be able to achieve the Substantial Completion Milestone in the relevant period without being at risk of termination.

We understand that:

(a) if, at the end of the relevant period, the Relevant CMU has not achieved the Minimum Completion Requirement, the relevant T-4 Agreement is liable to be terminated under Rules 6.8.2 and 6.10.1(c) and the Company would be liable to pay a TF5 termination fee;

(b) the Relevant CMU will not be able to obtain a T-1 Agreement in respect of any Delivery Year that ends before the Long Stop Date of any T-4 Agreement that it is awarded in the Capacity Auction for which it is submitting the Relevant Application to prequalify ("relevant T-4 Agreement");

(c) any relevant T-4 Agreement will be issued for no more than the Maximum Obligation Period, and there will be no entitlement, as a result of our making this declaration or of the award of the relevant T-4 Agreement, for any person to receive Capacity Payments in respect of the relevant CMU before the Long Stop Date referred to in the Capacity Agreement Notice issued in relation to the relevant T-4 Agreement; and

(d) if anything in this declaration is found to be untrue or inaccurate, or if anything in the Independent Technical Expert's report referred to above is in any material respect not true or accurate, the relevant T-4 Agreement may be terminated.

DATED: [dd/mm/yyyy][57]

Signed

……..

Director

[1] Print name:

DATED: [dd/mm/yyyy][58]

……..

Director

Print name:

[57] Signatures must be dated. The date given for each signature is to be the day when the relevant director signs.

[58] Signatures must be dated. The date given for each signature is to be the day when the relevant director signs.

EXHIBIT AB: FORM OF LIFETIME EXTENSION DECLARATION

[NAME OF APPLICANT]

(Incorporated in England and Wales or Scotland under Registered No. [●]) [ADDRESS OF REGISTERED OFFICE]

[APPLICATION YEAR] Prequalification Certificate

We, being Director/s[59] of [APPLICANT] (the "Company"), HEREBY CERTIFY as at the date of this certificate that, having made due and careful enquiry and to the best of our knowledge, information and belief[60] and :

[Description of Refurbishing CMU to be inserted] (the "Relevant CMU");

(a) Rule 3.8.1A(ba) applies because the improvements programme at the Relevant CMU is intended by the Applicant to include Lifetime Extension Works;

(b) taking into account current economic conditions and the regulatory and legislative framework, there are reasonable grounds to believe that a Capacity Agreement greater than one year in duration is required to facilitate the improvements programme at the Relevant CMU;

(c) the Qualifying £/kW Capital Expenditure has been determined, without reference to any substantive routine or statutory maintenance works required at the Relevant CMU other than those necessary to deliver Lifetime Extension Works which are incurred or are expected to be incurred between the Auction Results Day for the T-4 Auction to which the Application relates and the start of the first Delivery Year.

Capitalised terms in this certificate have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

DATED: [dd/mm/yyyy][61]	DATED: [dd/mm/yyyy][62]
Signed	Signed
.....	.....
Director[63]	Director[64]
Print Name:	Print Name:".

To be executed by the signature of two Directors, unless Rule 1.3A applies.".

[59] Or officer, in the case of a body other than a company.
[60] For sole director companies, substitute "I, being the director of [APPLICANT}, HEREBY CERTIFY as at the date of this certificate that, having made due and careful enquiry and to the best of my knowledge, information and belief:".
[61] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).
[62] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).
[63] Or officer, in the case of a body other than a company.
[64] Or officer, in the case of a body other than a company.

EXHIBIT B: FORM OF PRICE-MAKER CERTIFICATE

[NAME OF APPLICANT]

(Incorporated in England and Wales or Scotland under Registered No. [●]) [ADDRESS OF REGISTERED OFFICE]

[APPLICATION YEAR] Price-Maker Certificate

We, being directors of [APPLICANT] (the "Company"), HEREBY CERTIFY as at the date of this certificate that, having made due and careful enquiry and to the best of our knowledge, information and belief[65]:

(a) the Company has applied for Prequalification in a Capacity Auction in accordance with the Capacity Market Rules with respect to the following Existing Generating CMU:

(b) *[Insert details of the relevant CMU as per the application information submitted pursuant to Rule 3.4.3]* (the "Relevant CMU");

(c) the Company has received notice from the Delivery Body that the Relevant CMU has Prequalified for the purposes of the Capacity Market Rules;

(d) the Company's forecast economics are such that for the Relevant CMU to continue in economic operation into the Delivery Year will require the Company to secure a Capacity Agreement in the Capacity Auction with respect to the Relevant CMU at a Clearing Price which is above the Price-Taker Threshold; and

(e) the Company's estimated net going forward costs with respect to the Relevant CMU (being the Company's total revenue requirement with respect to the Relevant CMU less risk-adjusted market value from sales of energy and ancillary services with respect to the Relevant CMU) exceed the Price-Taker Threshold.

The Company accordingly wishes to be a Price-Maker with respect to the Relevant CMU and has prepared a Price-Maker Memorandum which supports the statements in this certificate and lodged such Price-Maker Memorandum with the Authority.

Capitalised terms in this certificate have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

[65] For sole director companies, substitute "I, being the director of [APPLICANT], HERBY CERTIFY as at the date of this certificate that having being made due and careful enquiry and to the best of my knowledge, information and belief:".

DATED: [dd/mm/yyyy][66]

DATED: [dd/mm/yyyy][67]

Signed

…….....

Director

Print Name:

…….....

Director[68]

Print Name:

[66] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[67] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[68] No second signature is required for sole director companies, see Rule 1.3.A.

EXHIBIT C: FORM OF CERTIFICATE OF CONDUCT

[NAME]

(Incorporated in England and Wales or Scotland under Registered No. [●]) [ADDRESS OF REGISTERED OFFICE]

[APPLICATION YEAR] Certificate of Conduct

We, being directors of [name] (the "Company"), HEREBY CERTIFY as at the date of this certificate that, having made due and careful enquiry and to the best of our knowledge, information and belief[69]:

(a) the Company has complied with all laws intended to prohibit or restrict anti-competitive practices relevant to its Application or proposed participation in a Capacity Auction;

(b) neither the Company nor any other Applicant-related Party (if any) has engaged in any Market Manipulation;

(c) neither the Company nor any other Applicant-related Party (if any) has done anything which would constitute a breach of the Bribery Act 2010 as amended from time to time with a view to influencing the outcome of a Capacity Auction;

(d) neither the Company nor any other Applicant-related Party (if any) has offered to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any officer of an Administrative Party; and

(e) neither the Company nor any member of the Company's Group nor any person to whom Capacity Market Confidential Information has been disclosed, has disclosed Capacity Market Confidential Information, whether directly or indirectly, to another person (including advisors and providers of finance) except where the disclosure was:

(i) in accordance with any requirement under : (aa) an enactment;

(bb) a licence under section 6(1) of EA 1989 (where the Company is the holder of such a licence); or

(cc) a document maintained under such a licence;

(ia) to the Authority; or

(ib) to the Competition and Markets Authority; or

(ii) to the Delivery Body; or

(iii) to a member of that Applicant's Group; or

(iv) to its Agent provided that such Agent is not also the Agent of another Applicant (unless the other Applicant is a member of the Applicant's Group); or

[69] For sole director companies, substitute "I, being the director of [APPLICANT], HERBY CERTIFY as at the date of this certificate that having being made due and careful enquiry and to the best of my knowledge, information and belief:".

(v) where the Applicant is not the legal owner of the CMU to which the Application relates, to the legal owner of the CMU;

(va) where the Application is for an Interconnector CMU, to any person who is a Joint Owner in relation to that Interconnector CMU;

(vi) to any potential purchaser of the CMU;

(vii) where the Applicant is the legal owner of the CMU, to any third party having, or potentially having, Despatch Control with respect to that CMU

(viii) to any provider of finance with respect to that CMU;

(ix) to any shareholder in the Applicant or, where such a shareholder is a company and a member of a Group, to any other company which is a member of that Group;

(x) to the professional advisers of:

(aa) the Applicant;

(bb) any member of the Applicant's Group;

(cc) any shareholder in the Applicant or, where such a shareholder is a company and a member of a Group, of any other company which is a member of that Group; or

(dd) any potential purchaser of the CMU; or

(xi) in respect of information that was already public.

Capitalised terms in this certificate have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

DATED: [dd/mm/yyyy][70] DATED: [dd/mm/yyyy][71]

Signed

…..... …..

Director Director[72]

Print Name: Print Name:

[70] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[71] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[72] No second signature is required for sole director companies, see Rule 1.3A

EXHIBIT D: FORM OF APPLICANT DECLARATION

[APPLICATION YEAR] Applicant Declaration

The following confirmations and declarations are made jointly by *[Party A]* (the "**Legal Owner**") and *[Party B]* (the "**Despatch Controller**" and, together with the Legal Owner, the "**Relevant Parties**") with respect to the following Generating CMU:

[Description of CMU to be inserted],

(the "**Relevant CMU**") and in relation to the Application to which this declaration relates (the "**Relevant Application**").

(a) Each of the Relevant Parties hereby confirms that:

(i) the Legal Owner is the legal owner of each Generating Unit comprised in the Relevant CMU; and

(ii) the Despatch Controller has Despatch Control with respect to each Generating Unit comprised in the Relevant CMU.

(b) Each of the Relevant Parties hereby declares that:

(i) the Despatch Controller is the Applicant for the Relevant CMU in relation to the Relevant Application;

(ii) in the event that the Relevant CMU becomes a Prequalified CMU for the Capacity Auction to which the Relevant Application relates, the Despatch Controller will be the Bidder for the Relevant CMU in that Capacity Auction; and

(iii) in the event that the Relevant CMU becomes a Capacity Committed CMU pursuant to the Capacity Auction to which the Relevant Application relates, the Despatch Controller will be the Capacity Provider for the Relevant CMU.

Capitalised terms in used herein have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

DATED: [dd/mm/yyyy][73] DATED: [dd/mm/yyyy][74]

Signed for and on behalf of the Legal Owner

[73] Signatures need to be dates: the date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy)

[74] Signatures need to be dates: the date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy)

….....	….....
Director	Director[76]
Print Name:	Print Name:
DATED: [dd/mm/yyyy][75]	DATED: [dd/mm/yyyy][77]

Signed for and on behalf of the Despatch Controller

….....	….....
Director	Director[78]
Print Name:	Print Name:

[75] No second signature is required for sole director companies, see Rule 1.3A

[76] Signatures need to be dates: the date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy)

[77] Signatures need to be dates: the date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy)

[78] No second signature is required for sole director companies, see Rule 1.3A

EXHIBIT DA: FORM OF JOINT OWNER DECLARATION FOR EXISTING INTERCONNECTOR CMU

[APPLICATION YEAR] Joint Owner Declaration for an Existing Interconnector CMU

The following confirmations and declarations are made by [Party A; Party B; Party C as applicable] (the "**Relevant Parties**") who are together the Joint Owners in relation to the following Interconnector CMU (the "**Relevant CMU**") and/or its associated Non-GB Part:

[Description of Interconnector CMU and Non-GB Part to be inserted]

and are made in relation to the Application for the Relevant CMU (the "**Relevant Application**").

(a) Each of the Relevant Parties hereby confirms that each is a Joint Owner in relation to the Relevant CMU; and

(b) Each of the Relevant Parties hereby declares that:

(i) [Party] is the Applicant for the Relevant CMU in relation to the Relevant Application (the "**Applicant Party**");

(ii) in the event that the Relevant CMU becomes a Prequalified CMU for the Capacity Auction to which the Relevant Application relates, the Applicant Party will be the Bidder for the Relevant CMU in that Capacity Auction;

(iii) in the event that the Relevant CMU becomes a Capacity Committed CMU pursuant to the Capacity Auction to which the Relevant Application relates, the Applicant Party will be the Capacity Provider for the Relevant CMU.

Capitalised terms used herein have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

DATED: [dd/mm/yyyy][79] DATED: [dd/mm/yyyy][80]

Signed for and on behalf of:

…..... …..

Director Director

Print Name: Print Name:

To be executed by each Relevant Party by the signature of two directors, unless Rule 1.3A (inserted by the Capacity Market (Amendment) Rules 2014) applies, or execution is on behalf of a company which

79 Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

80 Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

is not a UK-registered company (in which case it is to be duly executed under the law of the place in which the company is incorporated).

EXHIBIT DB: ALTERNATIVE FORM OF JOINT OWNER DECLARATION FOR EXISTING INTERCONNECTOR CMU

[APPLICATION YEAR] Joint Owner Declaration for an Existing Interconnector CMU

The following confirmations and declarations are made by [APPLICANT] who together with [LIST OTHER JOINT OWNERS] is a Joint Owner in relation to the following Interconnector CMU (the "**Relevant CMU**") and/or its associated Non-GB Part:

[Description of Interconnector CMU and Non-GB Part to be inserted]

and are made in relation to the Application for the Relevant CMU (the "**Relevant Application**").

(a) [APPLICANT] hereby confirms that:

(i) it is a Joint Owner in relation to the Relevant CMU;

(ii) the ownership arrangements in relation to the Relevant CMU and the Non-GB Part do not preclude or limit its ability to act as Applicant or Capacity Provider or to perform any of its obligations under the Regulations or the Capacity Market Rules 2014; and

(iii) it has attached to this Declaration a signed acknowledgement from each of the other Joint Owners that they agree to its participation or intended participation in the Capacity Market; and

(b) [APPLICANT] hereby declares that:

(i) it is the Applicant for the Relevant CMU in relation to the Relevant Application;

(ii) in the event that the Relevant CMU becomes a Prequalified CMU for the Capacity Auction to which the Relevant Application relates, it will be the Bidder for the Relevant CMU in that Capacity Auction;

(iii) in the event that the Relevant CMU becomes a Capacity Committed CMU pursuant to the Capacity Auction to which the Relevant Application relates it will be the Capacity Provider for the Relevant CMU.

Capitalised terms used herein have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

DATED: [dd/mm/yyyy][81] DATED: [dd/mm/yyyy][82]

Signed for and on behalf of [APPLICANT]

[81] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[82] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

….....	….....
Director	Director
Print Name:	Print Name:

To be executed by the signature of two directors, unless Rule 1.3A (inserted by the Capacity Market (Amendment) Rules 2014) applies.

EXHIBIT DC: FORM OF JOINT OWNER DECLARATION FOR PROSPECTIVE INTERCONNECTOR CMU

[APPLICATION YEAR] Joint Owner Declaration for a Prospective Interconnector CMU

The following confirmations and declarations are made by [Party A; Party B; Party C as applicable] (the "**Relevant Parties**") who are together the Joint Owners in relation to the following Interconnector CMU (the "**Relevant CMU**") and/or its associated Non-GB Part:

[Description of Interconnector CMU and Non-GB Part to be inserted]

and are made in relation to the Application for the Relevant CMU (the "**Relevant Application**").

(a) Each of the Relevant Parties hereby confirms that each is a Joint Owner in relation to the Relevant CMU; and

(b) Each of the Relevant Parties hereby declares that:

(i) [Party] is the Applicant for the Relevant CMU in relation to the Relevant Application (the "**Applicant Party**");

(ii) in the event that the Relevant CMU becomes a Prequalified CMU for the Capacity Auction to which the Relevant Application relates, the Applicant Party will be the Bidder for the Relevant CMU in that Capacity Auction;

(iii) in the event that the Relevant CMU becomes a Capacity Committed CMU pursuant to the Capacity Auction to which the Relevant Application relates, the Applicant Party will be the Capacity Provider for the Relevant CMU;

(iv) any statement or declaration made or deemed to be made by the Applicant Party as Applicant, Bidder or Capacity Provider in accordance with the Capacity Market Rules 2014 is made or deemed to be made by or in respect of all Relevant Parties;

(v) any certification required to be made by the Applicant, Bidder or Capacity Provider in accordance with Capacity Market Rules, including the Prequalification Certificate and the Certificate of Conduct, is made by or in respect of all Relevant Parties.

Capitalised terms used herein have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

DATED: [dd/mm/yyyy][83] DATED: [dd/mm/yyyy][84]

Signed for and on behalf of

[83] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[84] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

.....	.....
Director	Director
Print Name:	Print Name:

To be executed by each Relevant Party by the signature of two directors, unless Rule 1.3A (inserted by the Capacity Market (Amendment) Rules 2014) applies, or execution is on behalf of a company which is not a UK-registered company (in which case it is to be duly executed under the law of the place in which the company is incorporated).

EXHIBIT E: FORM OF AGENT NOMINATION FORM

1	**Applicant Details**	
1.1	Applicant:	
1.2	Address:	
1.3	Telephone number:	
1.4	Email:	
1.5	CMUs to which Agent Nomination Form relates:	
1.6	Matters for which the Agent is appointed:	***[Delete as appropriate***] Applications Bidding Receiving / sending correspondence and notices to / from Administrative Parties Obligation Trading Volume Reallocation
2	**Agent Details**	
2.1	Agent:	
2.2	Address:	
2.3	Telephone number:	
2.4	Email:	
2.5	Agent's Company Number (Incorporated in England and Wales, or Scotland under Registered No. [ ]):	
2.6	Agent's Group – Ultimate Holding Company Name:	
2.7	Agent's Group – Ultimate Holding Company Number (Incorporated in England and Wales, or Scotland under Registered No. [ ]):	
3	**Appointment of Agent**	
3.1	[Names of Applicant] (the "**Applicant**") hereby gives notice that: • it appoints [Name of Agent] (the "Agent") to act as • its Agent in relation to all matters set out in 1.6 above; • it acknowledges and agrees that the Administrative Parties can rely on representations made by the Agent; • it acknowledges and agrees that it is bound by the Agent's acts and omissions; • it is responsible for every act, breach, omission, neglect and failure of the Agent (in relation to the Applicant) and must itself comply and must procure compliance by the Agent, with the relevant provisions of the Rules; and • it will take such actions and provide such information as is reasonably necessary to enable the Agent for which it is	

	responsible to discharge its functions in accordance with the relevant provisions of the Rules.	
3.2	Date from which appointment is to be effective:	
4	**Termination of appointment of Agent**	
4.1	Date from which termination is to be effective:	
4.2	**Resignation of Agent**	
4.3	Date from which resignation is to be effective:	

Authorised Signature of Applicant:	
Authorised Signature of Agent:	

EXHIBIT F: FORM OF AGGREGATOR DECLARATION

[APPLICATION YEAR] Aggregator Declaration

The following confirmations and declarations are made by *[Name of aggregator]* (the "**Despatch Controller**") with respect to the following Generating CMU:

[Description of CMU to be inserted],

(the "**Relevant CMU**") and in relation to the Application to which this declaration relates (the "**Relevant Application**").

(a) The Despatch Controller hereby confirms that:

(i) the Relevant CMU comprises the following Generating Units and that legal ownership of each Generating Unit is vested in the parties listed below:

Description of Generating Unit	**Legal Owner(s)**
[Description of Generating Unit to be inserted]	*[Name and address details of Legal Owner(s) to be inserted]*

and

(ii) the Despatch Controller has or, in the case of a Prospective CMU, will have Despatch Control with respect to each Generating Unit comprised in the Relevant CMU.

(b) The Despatch Controller hereby declares that:

(i) the Despatch Controller is the Applicant for the Relevant CMU in relation to the Relevant Application;

(ii) in the event that the Relevant CMU becomes a Prequalified CMU for the Capacity Auction to which the Relevant Application relates, the Despatch Controller will be the Bidder for the Relevant CMU in that Capacity Auction; and

(iii) in the event that the Relevant CMU becomes a Capacity Committed CMU pursuant to the Capacity Auction to which the Relevant Application relates, the Despatch Controller will be the Capacity Provider for the Relevant CMU.

Capitalised terms used in this declaration have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

DATED: [dd/mm/yyyy][85] DATED: [dd/mm/yyyy][86]

[85] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[86] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

Signed for and on behalf of the Despatch Controller

.....	.....
Director	Director
Print Name:	Print Name:

To be executed by the signature of two directors, unless Rule 1.3A (inserted by the Capacity Market (Amendment) Rules 2014) applies.

[1]

EXHIBIT G: FORM OF LEGAL OWNER DECLARATION

[APPLICATION YEAR] Legal Owner Declaration

The following confirmations and declarations are made by *[Legal Owner]* (the "**Legal Owner**") with respect to the following Generating Unit:

[Description of Generating Unit to be inserted], (the "**Relevant Generating Unit**").

(a) The Legal Owner hereby confirms that:

(i) the Legal Owner is the sole legal owner of the Relevant Generating Unit; and

(ii) *[insert name of Despatch Controller]* (the "**Despatch Controller**") has or, in the case of a Prospective CMU, will have Despatch Control with respect to the Relevant Generating Unit.

(b) The Legal Owner hereby declares that the Legal Owner consents to the Despatch Controller submitting an Application in respect of a CMU, of which the Relevant Generating Unit forms part.

Capitalised terms used in this declaration have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

DATED: [dd/mm/yyyy][87] DATED: [dd/mm/yyyy][88]

Signed for and on behalf of the Legal Owner

…….. ……..

Director Director

Print Name: Print Name:

To be executed by the signature of two directors, unless Rule 1.3A (inserted by the Capacity Market (Amendment) Rules 2014) applies.

[87] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[88] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

EXHIBIT H: FORM OF AGGREGATOR TRANSFER DECLARATION

Aggregator Transfer Declaration

The following confirmations and declarations are made by *[Name of aggregator]* (the "**Despatch Controller**") with respect to the following Generating CMU:

[Description of CMU to be inserted], (the "**Relevant CMU**").

The Despatch Controller hereby confirms that:

(a) legal ownership of [description of Generating Unit] has been transferred from [name of transferor Legal Owner] to [name of transferee Legal Owner] with effect from [insert date];

(b) legal ownership of each Generating Unit comprised in the Relevant CMU is vested in the parties listed below:

Description of Generating Unit	**Legal Owner**
[Description of Generating Unit to be inserted]	*[Name and address details of Legal Owner to be inserted]*

and

(c) the Despatch Controller has or, in the case of a Prospective CMU, will have Despatch Control with respect to each Generating Unit comprised in the Relevant CMU.

Capitalised terms used in this declaration have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

DATED: [dd/mm/yyyy][89] DATED: [dd/mm/yyyy][90]

Signed for and on behalf of the Despatch Controller

…….. ……..

Director Director

Print Name: Print Name:

To be executed by the signature of two directors, unless Rule 1.3A (inserted by the Capacity Market (Amendment) Rules 2014) applies.

[89] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[90] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

EXHIBIT I: FORM OF LEGAL OWNER TRANSFER DECLARATION

Legal Owner Transfer Declaration

The following confirmations and declarations are made by *[Legal Owner]* (the "Legal Owner") with respect to the following Generating Unit:

[Description of Generating Unit to be inserted], (the "Relevant Generating Unit").

The Legal Owner hereby confirms that:

(a) the Legal Owner is the sole legal owner of the Relevant Generating Unit; and

(b) *[insert name of Despatch Controller]* (the "**Despatch Controller**") has or, in the case of a Prospective CMU, will have Despatch Control with respect to the Relevant Generating Unit.

Capitalised terms used in this declaration have the meaning given to them in the Capacity Market Rules 2014 unless otherwise indicated.

DATED: [dd/mm/yyyy][91]

DATED: [dd/mm/yyyy][92]

Signed for and on behalf of the Legal Owner

…….

Director

Print Name:

…….

Director

Print Name:

To be executed by the signature of two directors, unless Rule 1.3A (inserted by the Capacity Market (Amendment) Rules 2014) applies.

[91] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[92] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

EXHIBIT J: FORM OF FUNDING DECLARATION

Funding Declaration

The following declarations and confirmations are made by [name of the Capacity Provider] (the "Capacity Provider") with respect to the following CMU (the "Relevant CMU"):

[Description of the CMU to be inserted]

(a)

(i) [no Relevant Expenditure has been, or will be, incurred];

or

[Relevant Expenditure has been incurred, or is expected to be incurred] in respect of the Relevant CMU;

or

[This Funding Declaration is provided pursuant to Rule 8.3.8(a)(ii) or Rule 8.3.8(b) in respect of a CMU which is in a Non-Dispatchable Generating Technology Class, and is only in respect of Relevant Benefit (where applicable)];

(ii) [no Relevant Benefit has been received, or will be, received];

or

[Relevant Benefit has been, or is expected to be received] in respect of the Relevant CMU;

or

[This Funding Declaration is provided in respect of a CMU which is not in a Non-Dispatchable Generating Technology Class, and is not in respect of Relevant Benefit];

Where Relevant Expenditure has been, or will be, incurred:

(iii) the total amount of Relevant Expenditure that has been [and/or] [will be], incurred in respect of the Relevant CMU is [insert amount]];

(iv) the date(s) that the Relevant Investment was [and/or] [will be] received was [and/or] [is] [insert date(s)];

(v) either:

[the Relevant Investment was [will be] under [the Enterprise Investment Scheme], [and/or] [the Seed Enterprise Investment Scheme] and the name of the company that received the Relevant Investment as recorded in HM Revenue & Customs records in respect of that Relevant Investment is [insert name]];

or

[the Relevant Investment was under the Venture Capital Trust and the name of the company that made the Relevant Investment is [insert name]]; and

(vi) the Capacity Provider agrees for the total Relevant Expenditure incurred with respect to the Relevant CMU to be set off against or recovered from any Capacity Payments payable to the Capacity Provider in respect of the Relevant CMU, and no payment shall be made to the Capacity Provider until such amount has been set off or recovered in its entirety.

Where Relevant Benefit has been, or will be, received:

(vii) the total amount of Relevant Benefit that has been [and/or] [will be] received in respect of the Relevant CMU is [insert total amount (described in pound sterling (£) including if granted in any form or currency other than pound sterling (£)) including where notice of the Relevant Benefit has been given];

(viii) the notice of Relevant Benefit was given on [insert date(s) for all aid or subsidy granted where notice of the Relevant Benefit has been given but Relevant Benefit has not yet been granted];

(ix) the Relevant Benefit was [and/or] [will be] received was [and/or] [will be] [insert date/s for all aid or subsidy granted/subsidy to be granted];

(x) the Relevant Benefit is granted under the following scheme(s) or measure(s):

[insert a numbered list containing a description of each scheme or measure under which the Relevant Benefit is granted]

(xi) the name of the company/companies that received the Relevant Benefit [under the scheme/s or measure/s described at [insert number] of the list in (a)(x)] as recorded in HM Revenue & Customs records in respect of that Relevant Benefit is [insert name(s)] [and/or] [The name of the Person(s) other than a company/companies who received the Relevant Benefit [under the scheme/s or measure/s described at [insert number] of the list in (a)(x)] is [insert name(s)]; and

(xii) the Capacity Provider agrees for the total Relevant Benefit received with respect to the Relevant CMU to be set off against or recovered from any Capacity Payments payable to the Capacity Provider in respect of the Relevant CMU, so that no payment shall be made to the Capacity Provider until such amount has been set off or recovered in its entirety.

(b) The Capacity Provider hereby confirms that:

(i) where Rule 8.3.8(a)(i) applies, the Capacity Provider will provide the Delivery Body with an updated Funding Declaration in respect of Relevant Expenditure incurred or due to be incurred required in accordance with that Rule;

(ii) where Rule 8.3.8(a)(ii) or Rule 8.3.8(b) apply, the Capacity Provider will provide the Delivery Body with an updated Funding Declaration and

additional updated Funding Declaration required in accordance with those Rules;

(iii) the Capacity Provider consents, and has obtained the written consent of all other relevant persons, to the Authority and HM Revenue & Customs exchanging relevant information in relation to any Relevant Expenditure, Relevant Investment or Relevant Benefit for the sole purpose of the Authority exercising its functions under the Rules and the Regulations in connection with the Relevant Expenditure, or Relevant Benefit; and

(iv) in all respects, this Funding Declaration and each of the specific declarations referred to in paragraph (a) are true and correct and that this Funding Declaration has been authorised by the board of directors of the Capacity Provider.

"notice of Relevant Benefit", "updated Funding Declaration", "additional updated Funding Declaration" and capitalised terms used herein have the meaning given in the Capacity Market Rules 2014.

DATED: [dd/mm/yyyy][93] DATED: [dd/mm/yyyy][94]

Signed for and on behalf of

……..... …….....

Director Director

Print Name: Print Name:

To be executed by the signature of two directors, unless Rule 1.3A (inserted by the Capacity Market (Amendment) Rules 2014) applies.

[93] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).

[94] Signatures need to be dated: The date for each signature is to be provided on the day in which the relevant director signs, in the format: day, month, year (dd/mm/yyyy).