ELEXON

CP1337 Attachment –BSCP11 v9.0 Redlined Changes v0.1

Section 1, 1.1 – 1.3 is not impacted by CP1337

1.4   Information required on a BSCP11/01 Trading Query Form

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

- Raising Party contact details

- All affected Settlement Periods (and Settlement Days) claimed. Where an end-date is not specified on the form, it will be assumed that the alleged settlement error is ongoing

- Which category of Query Deadline (as described in paragraph 2.1) is applicable and whether the Raising Party is claiming for exceptional circumstances (as described in paragraph 2.2)

- Details of the affected site/BM Unit

- The nature of the alleged settlement error

- Whether the Trading Query is being raised as a 'precautionary' Trading Query

In addition, the BSCP11/01 Trading Query Form must be authorised by a Category O authorised person. Please refer to BSCP38 ~~(or, where relevant, BDTP38)~~ for details on Authorisations.

Section 1.5 is not impacted by CP1337

1.6   Associated BSC Procedures

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

BSCP38	Authorisations [Housekeeping – redundant item]~~(or, where appropriate, BDTP38). Please note references throughout this document to BSCP38 also relate to the associated BDTP38 where appropriate~~
BSCP509	Changes to Market Domain Data

2   Timeliness Criteria

2.1   Query Deadline

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

Trading Query Type	Query Deadline
General Query Deadline	20th Working Day following the day on which the relevant Settlement Run was carried out.
Trading Query relating to SVA Half Hourly data and processes (SVA Half Hourly Query)	20th Working Day following the day on which the Second Reconciliation Settlement Run (R2)[1] was carried out or, if later, the 20th Working Day following the day on which the relevant Timetabled Reconciliation Settlement Run was carried out.
Trading Query relating to SVA Non Half Hourly data and processes (SVA Non Half Hourly Query)	70th Working Day following the carrying out of the Final Reconciliation Run (RF).
Trading Query concerning data relating to profile coefficient.	3rd Working Day following the Settlement Day in which the affected Settlement Period(s) occurred.
Trading Query relating to Market Domain Data.	2nd Working Day following the Settlement Day in which the affected Settlement Period(s) occurred.

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

2.2   Exceptional circumstances

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

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

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

---

[1] This Query Deadline will apply to all Trading Queries, relating to SVA Half Hourly Data and processes, raised on or after 02 November 2005 (implementation date of CP1120) regardless of whether such Trading Query relates to Settlement Periods which occurred prior to this date.

3 Acronyms and Definitions

3.1 *Acronyms*

The terms used in this BSCP are defined as follows.

BDTP ~~BETTA Data Take On Procedure~~

BSC   Balancing and Settlement Code

BSCCo   Balancing and Settlement Code Company

CDCA   Central Data Collection Agent

CRA   Central Registration Agent

DS   Disputes Secretary[2]

ECVAA   Energy Contract Volume Aggregation Agent

ESD   Extra-Settlement Determination

FAA   Funds Administration Agent

MDD   Market Domain Data

MDDM   Market Domain Data Manager

MRA   Master Registration Agreement

PAB   Performance Assurance Board

SAA   Settlement Administration Agent

SD   Settlement Day

SVAA   Supplier Volume Allocation Agent

TC   Transmission Company

TDC   Trading Disputes Committee

WD   Working Day

3.2 Definitions

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

'Precautionary' Trading Query - a Trading Query relating to SVA HH data or processes, raised within the SVA HH Query Deadline, which is likely to be capable of resolution outside the Trading Query/Disputes process. 'Precautionary' Trading Queries will be logged and placed on hold either until the alleged error is resolved and the Disputes Secretary is notified that it has been resolved (providing such notification is received no later than R3 + 5 WD), or until R3 + 5 WD, following which, the 'precautionary' Trading Query will be determined in the normal course as a Trading Query.

Raising Party – a Party who raises a Trading Query.

---

[2] References to the Disputes Secretary shall, where appropriate, include the Disputes Secretary performing duties on behalf of the BSCCo.

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

For the purposes of this BSCP the term:~

(i) ~the terms~ "relevant Settlement Run" ~and "affected Party"~ shall have the same meanings given to such terms in Section W of the Code~.~: and

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

All other terms are as defined in the Code.

4   Not Used

<div style="border:1px solid purple">
Formatted: Indent: Hanging: 0.79 cm, Numbered + Level: 1 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Right + Aligned at: 1.9 cm + Indent at: 2.54 cm, Don't hyphenate, Tab stops: -1.27 cm, Left + 0 cm, Left + 1.27 cm, Decimal aligned
</div>

5 Interface and Timetable Information

5.1 Trading Query Resolution Process

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.1	As soon as possible, but within the deadlines defined in Section 2.1 or: If claiming exceptional circumstances as described in Section 2.2	Identify alleged settlement error and raise a Trading Query.	Raising Party (any BSC Party, including BSCCo and the TC)	DS	Completed Form BSCP11/01 containing all the information required in accordance with paragraph 1.4.	Email, fax.
5.1.2	Within 1 WD of 5.1.1.	Acknowledge Trading Query receipt, validate for authorised signature and issue log number.	DS	Raising Party	Log number; acknowledgement (Form BSCP11/02).	Email, fax.
5.1.3	As soon as possible after 5.1.1[3].	Commence investigation[4]. Where necessary, request additional information from the Raising Party or relevant experts including the BSCCo, BSC Agents and/or the TC[5]. If no additional information is required, proceed to step 5.1.5.	DS	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	Evidence of settlement error (Form BSCP11/01); Request for Assistance (Form BSCP11/03).	Email, fax.

---

[3] 'Precautionary' Trading Queries as identified on the BSCP11/01 form, will be put on hold following 5.1.2. The process from 5.1.3 will be initiated either upon notification from the Raising Party that the alleged settlement error has been resolved outside of the Trading Query/Dispute process (where such notification is received prior to R3 +5 WD) or in the absence of such notification after R3 +5 WD. Where the alleged error has been resolved prior to R3 + 5 WD, the Raising Party will be required to submit evidence that the alleged settlement error has been corrected. In the event that the error is not resolved outside of the Trading Query/Dispute process by R3 +5 WD, the Trading Query will be deemed invalid if it was not raised within the relevant Query Deadline.

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

[5] The Disputes Secretary may issue as many Requests for Assistance as necessary to gather all information required for analysis of the Trading Query.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.4	Within 5 WD of 5.1.3.	Respond to Request for Assistance providing data and/or information as requested by the DS[6].	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	DS	Information as requested and Form BSCP11/03.	Email, fax.
5.1.5	When all relevant information is received.	Collate all evidence of settlement error and results of analysis (where applicable). Decide whether to validate the Trading Query or escalate it to a Trading Dispute to be referred to the TDC for validation in accordance with section W of the Code. Where the BSCCo decides to validate the Trading Query refer to 5.1.6. Where the BSCCo escalates the Trading Query to a Trading Dispute and refers it to the TDC for validation, refer to 5.2.1 onwards. NOTE: Trading Queries raised by the BSCCo will be deemed to be Trading Disputes and will be validated by the TDC (in accordance with section W of the Code). Refer to 5.2.1 onwards.	DS		Evidence of settlement error and supporting information (Form BSCP11/01). Analysis of Trading Query and supporting information (Form BSCP11/03). Trading Query Report (Form BSCP11/04). Trading Query Closure/Trading Dispute Raising Form/TDC Determination (Form BSCP11/05)	Internal Process

---

[6] Persistent failure to respond to Requests for Assistance will result in the Disputes Secretary reporting the offending Party to the Performance Assurance Board.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.6	Following 5.1.5.	In order to validate the Trading Query, the BSCCo shall consider whether: a) all affected Settlement Periods claimed have been raised within the applicable Query Deadline; b) whether a settlement error exists; and c) whether the materiality of the Trading Query is ~~greater than £500~~3,000 or greater.	DS		Evidence of settlement error and supporting information (Form BSCP11/01). Analysis of Trading Query and supporting information (Form BSCP11/03).	Internal Process

Section 5.1.7 – 5.1.13 is not impacted by CP1337

5.2   Trading Disputes Process

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.2.1	Following 5.1.5, 5.1.9 or 5.1.11.	Commence investigation to identify whether further information is required. If so, request additional information from the Raising Party or from relevant experts including the BSCCo, BSC Agents and/or the TC[5]. If no additional information is required, proceed to step 5.2.3.	DS	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	Evidence of settlement error (Form BSCP11/01); Request for Assistance (Form BSCP11/03 Form)	Email, fax.
5.2.2	Within 5 WD of 5.2.1.	Respond to Request for Assistance providing data and/or information as requested by the DS[6].	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	DS	Information as requested and Form BSCP11/03.	Email, fax.
5.2.3	Upon receipt of all information required.	Collate information and prepare to submit Trading Dispute to TDC for consideration at the next practicable TDC meeting.	DS		All relevant data, forms and evidence of settlement error.	Internal process

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.2.4	Following 5.2.3 at next practicable meeting of the TDC.	Consider whether the Trading Dispute was initially raised as a Trading Query in accordance with the applicable Query Deadline (or whether it should exercise its discretion under section W of the Code). In relation to those affected Settlement Periods (if any) for which it determined that the Trading Query was raised by the applicable Query Deadline, or exercised its discretion in accordance with section W of the Code, consider whether a settlement error occurred. If the TDC considers that some or all of the affected Settlement Periods were raised within applicable timescales (or, where appropriate, that discretion should be applied), then in relation to those affected Settlement Periods proceed to 5.2.5. If the TDC considers that some or all of the affected Settlement Periods in the Trading Query were not raised in accordance with the applicable Query Deadline and that the TDC should not exercise its discretion, issue a determination either rejecting those Settlement Periods or the Trading Dispute as applicable and proceed to 5.2.6. Where further information and/or technical assistance is required, the Trading Dispute may be deferred. Refer to section 5.4 and proceed to 5.2.6.	TDC		All relevant data, forms and evidence of settlement error.	Internal Process

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.2.5	At TDC meeting.	If no settlement error has occurred, reject the Trading Dispute and proceed to 5.2.6. If a settlement error has occurred uphold the Trading Dispute (for all or part of the affected Settlement Periods as appropriate) and, if the materiality of the Trading Dispute ~~exceeds~~is £~~500~~3,000 or greater, determine a means of rectification (in accordance with Appendix 6.10) and proceed to 5.2.6. Where further information and/or technical assistance is required, the Trading Dispute may be deferred. Refer to Section 5.4 and proceed to 5.2.6. A Party may refer the matter to the Panel in accordance with section W of the Code.	TDC		All relevant data, forms and evidence of settlement error.	Internal process

Section 5.2.6 – 5.6.13 is not affected by CP1337

6   Appendices

The following forms are in this BSCP:

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

[Housekeeping]For contact details please refer to the BSCCo Website.

6.1 Trading Query Form (BSCP11/01)

BSCP11/01	**Trading Query Form**	Query/Dispute Number:
	(Form completed by Raising Party)	

Trading Query Raised By *(name)*: _____ Date Raised:_____/_____/_____

Company Name / Party ID / Role:_____

Address:_____

Telephone: _____ Fax: _____ Email: _____

Authorised By: _____ Signature:_____
Date:_____

Please complete the following section as appropriate and attach additional comments and evidence of settlement error.

Disputed Period:

GMT	
BST	

From_____/_____/_____ Settlement Period: _____ To_____/_____/_____[7] Settlement Period: _____

Applicable Query Deadline (Refer to Section 2.1. and delete as appropriate): General Query / SVA Half Hourly / SVA Non-half Hourly / Profile Coefficient / MDD

Is there a request for the TDC to consider exceptional circumstances[8]? YES/NO (Please delete as appropriate).If YES, attach a statement explaining why (together with supporting evidence) exceptional circumstances exist

MSID / BM Unit / ECVN or MVRN Authorisation ID / Other IDs: _____

_____

GSP Group ID: _____

Site Name:_____

Other affected Parties (if known): _____

Associated Trading Query number(s): _____

Is this a 'precautionary' Trading Query[9]?: YES/NO (Please delete as appropriate)

Party Agent details:

Agent	Role	Appointment Start Date	Appointment End Date

Please return completed form to the Disputes Secretary

---

[7] Where no end-date is provided at the time this form is submitted, it will be assumed that the alleged settlement error is ongoing. However, where possible, Parties will be required to provide an end-date upon request by the BSCCo. Where no end-date is provided, the TDC may impose an end-date for the purposes of its determination.

[8] See section 2.2 for further details on exceptional circumstances.

[9] See section 3.2 for the definition of a 'precautionary' Trading Query.

Formatted: Font: Times New Roman
Formatted: Font: Times New Roman
Formatted: Font: Times New Roman
Formatted: Font: Times New Roman
Formatted: Font: Times New Roman

Section 6.2 – 6.3 is not affected by CP1337

6.4   Trading Query Report (BSCP11/04)

BSCP11/04	**Trading Query Report**	Query/Dispute Number
(Form completed by DS)		

To: _____   Date: _____/_____/_____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

TRADING QUERY DETAILS:

Disputed Period: From ____/____/____ Settlement Period ____ To ____/____/____ Settlement Period ____

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

Check	**Valid?** (delete as appropriate)
a) All affected Settlement Periods claimed have been raised within the applicable Trading Query Deadline	YES/NO
b) A settlement error exists	YES/NO
c) The materiality of the Trading Query is ~~greater than £500~~3,000 or greater	YES/NO

Delete as appropriate:

i)   The Trading Query is considered valid against checks a), b) and c) above. The Trading Query will be presented to the TDC for verification that all affected Settlement Periods claimed have been raised within the applicable Trading Query Deadline and that a settlement error exists. Subject to TDC approval, the BSCCo will instruct rectification of the error.

ii)   The Trading Query is considered invalid against one or more of checks a), b) and c) above. If objections to this finding are received from the Raising Party or any affected Party within 10 Working Days of receipt of this form, it will be deemed that a Trading Dispute has been raised.

iii)   The BSCCo has not validated the Trading Query. The matter has been escalated to a Trading Dispute and shall be determined by the TDC.

Contact Name: _____ Signature: _____

(Section to be completed by the Recipient only if the Recipient objects to the BSCCo's findings. Details of the Recipient's objections should be provided and attached to the form)
I acknowledge receipt of the above analysis and confirm that the undersigned objects to one or more of the BSCCo's findings. The undersigned acknowledges that a Trading Dispute in respect of the relevant matters will be deemed to be raised.

Signed on behalf of:
Company: _____ Name: _____

Authorised Signature: _____ Date: _____/_____/_____

Please return completed form to Disputes Secretary

6.5 Trading Query Closure/Trading Dispute Raising Form/TDC Determination (BSCP11/05)

<table>
<tr><td>BSCP11/05
Page 1of 2</td><td>Trading Query Closure/Trading Dispute Raising Form/TDC Determination</td><td>Query/Dispute Number

</td></tr>
</table>

(Form completed by DS)

To: _____ Date: _____/_____/___

Company Name / ID / Role: _____

Fax/email: _____

(Completed by DS) Delete as appropriate:

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

a) **Rejection of Trading Query**

   i) The BSCCo is not satisfied that:
- the Trading Query (as to all affected Settlement Periods) was raised within the applicable Query Deadline; and/or
- a settlement error exists; and/or
- the materiality of the Trading Query is ~~greater than~~ £~~500~~3,000 or greater.

   ii) No objections to the BSCCo's findings, in respect of the above Trading Query have been received in writing.

   iii) The TDC agrees with the BSCCo's findings and the BSCCo's determination of which Parties are affected Parties.

The Trading Query has been closed.

b) **Trading Query upheld**

   i) The BSCCo is satisfied that:
- the Trading Query (as to all affected Settlement Periods) was raised within the applicable Query Deadline; and
- a settlement error exists; and
- the materiality of the Trading Query is ~~greater than~~ £~~500~~3,000 or greater.

   ii) No objections to the BSCCo's findings, in respect of the above Trading Query have been received in writing.

   iii) The TDC agrees with the BSCCo's findings and the BSCCo's determination of which Parties are affected Parties.

The BSCCo shall instruct correction of the settlement error.

c) <u>Trading **Query upheld in part**</u> *(delete as appropriate)*

The TDC determines as follows:
   i)   The TDC agrees with the BSCCo's findings in relation to [*insert Settlement Day(s) and Settlement Period(s)*].
          The Trading Query has been upheld in relation to these [*insert Settlement Day(s) and Settlement Period(s)*].

This notice represents a determination of the TDC for the purposes of Section W of the Code in respect of [*insert Settlement Day(s) and Settlement Period(s)*]. A copy of the TDC's determination and the reasons given by the TDC are attached.

d) <u>**Notification that a Trading Dispute is deemed raised**</u> *(delete as appropriate)*

The Trading Query has become a Trading Dispute because of one or more of the following circumstances:
   i)   The BSCCo raised the Trading Query; or
   ii)   The BSCCo decided not to validate the Trading Query; or
   iii) An objection to the BSCCo's findings in respect of the Trading Query has been received; or
   iv) The TDC disagrees with the BSCCo's findings and has deferred its determination; or
   v)   The TDC disagrees with the BSCCo's findings in part. A Trading Dispute has been raised to the extent that the TDC disagrees with the BSCCo's findings; or
   vi) The TDC disagrees with the BSCCo's determination as to which Parties are affected Parties; or
   vii) The Final Reconciliation Settlement Run in relation to any of the affected Settlement Periods has been carried out (at the time at which the Trading Query was raised), or in the BSCCo's opinion will have been carried out (at the time at which the query resolution process is likely to be completed).

A Trading Dispute is therefore deemed to have been raised.

Affected Settlement Dates: _____

Approximate Materiality: _____

Details of alleged settlement error, method of correction (where required) and (where appropriate) the BSCCo's findings/TDC's determination *(delete as appropriate)* :
_____

_____

_____

_____
~~mailto:~~email to:

Formatted: Font: 12 pt

6.6 Extra-Settlement Determination Request (BSCP11/06)

BSCP11/06	**Extra-Settlement Determination Request**	Query/Dispute Number

(Form completed by Requesting Party)

Extra-Settlement Determination Requested By *(name)*: _____

Date Requested: _____/_____/_____

Company Name / ID / Role: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Authorised By: _____ Signature: _____

Date: _____

Disputed Period: _____

Most recent Settlement Run: SF / R1 / R2 / R3 / RF *(delete as appropriate)*

Date of most recent Settlement Run: _____ Estimated Materiality:_____

Associated Trading Query / Dispute number(s): _____ *(If applicable)*

Reason for Extra-Settlement Determination Run Request:

_____

_____

_____

_____

Please return completed form to the Disputes Secretary

(Completed by DS):
Acknowledge receipt and return to Raising Party:

DS Comments: _____

Name : _____ Signature : _____ Date : _____/_____/_____

mailto:email to:

6.10 Rectification of Trading Queries or Trading Disputes

Following a decision of the TDC that a Trading Query was raised in a timely fashion, that a settlement error has occurred and that the materiality of the Trading Query or Trading Dispute ~~exceeds~~is £~~500~~3,000 or greater, the TDC shall determine the appropriate means of rectification. The methods of rectification available to the TDC will be dependent on whether the Final Reconciliation Settlement Run (RF) for the Disputed Settlement Days has been performed.

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

a)   determine that the error should be corrected in the next Settlement Run relating to the relevant Settlement Day (see section 5.4); or

b)   where the period to the next Timetabled Reconciliation Settlement Run (considered together with the materiality of the Trading Dispute) is such that the Trading Disputes Committee believes that an Extra Settlement Determination is justified, recommend to the Panel that an Extra-Settlement Determination should be carried out (see Appendix 6.11 and section 5.6).

Where a Trading Dispute is not capable of resolution until after the relevant Final Reconciliation Settlement Run (RF), the TDC shall recommend to the Panel that one of the following steps should be taken:

a)   that the error should not be corrected, having regard to all the circumstances (including the length of time which has elapsed since the occurrence of the event giving rise to the Trading Dispute); or

b)   that an Extra-Settlement Determination and/or Post-Final Settlement Run should be undertaken (see section 5.5 or 5.6 as appropriate).

6.14 Materiality

There is no pre-rectification materiality limit for Trading Queries or Trading Disputes. However, where a Trading Dispute or Trading Query has a materiality or estimated materiality of less than £~~500~~3,000, no corrective action will be taken regardless of the TDC's determination on the validity of the Trading Query or Trading Dispute.