Balancing and Settlement Code

Trading Disputes

BSCP11

Version 23.2

Date: DD MM YYYY

BSC PROCEDURE BSCP11 relating to Trading Disputes

1.   Reference is made to the Balancing and Settlement Code and, in particular, to the definition of "BSC Procedure" in Section X, Annex X-1 thereof.

2.   This is BSC Procedure 11 Version 23.1 relating to Trading Disputes.

3.   This BSC Procedure is effective from DD MM YYYY.

4.   ~~This is BSC Procedure 11 Version 22.0 relating to Trading Disputes.~~

5.   ~~This BSC Procedure is effective from 29 June 2023.~~

~~6.~~4.   This BSC Procedure has been approved by the Panel.

misstatements or mistakes in any information or damages resulting from the use of this information or action taken in reliance on it.

AMENDMENT RECORD

Version	Date	Description of Changes	Changes Included	Mods/ Panel/ Committee Refs
1.0	Code Effective Date	Go Active version	N/A	N/A
2.0	30/11/00	Work outstanding at Go Active, resolution of inconsistencies, inclusion of consultation comments	203	08/009
3.0	27/03/01	For Go Live	N/A	15/005
4.0	10/12/02	Modification P61	P61	44/004
5.0	04/11/03	November 03 Release	P82, P107	
6.0	03/11/04	CVA Programme November 04 Release	P131, CP1024, CP1032	71/005
7.0	BETTA Effective Date	BETTA 6.3 rebadging for the CVA Feb 05 Release	BETTA 6.3	
8.0	02/11/05	CVA Programme November 05 Release	P184, P185, CP1118, CP1119 and CP1120.	P18492/004 P18592/005 TDC78/002
9.0	26/06/08	June 08 Release	CP1176 (part)	ISG68/02 SVG67/02
			CP1223	SVG84/02 ISG84/01 TDC109/01 PAB84/11
10.0	04/11/10	November 2010 Release	P256	Panel
			P257	Panel
			CP1337	TDC142/04
11.0	26 February 2015	February 2015 Release	ORD005	Directed by the Secretary of State
12.0	25 June 2015	June 2015 Release	CP1428	TDC199/01
13.0	5 November 2015	November 2015 Release	CP1438	TDC202/05
14.0	30 June 2016	June 2016 Release	P331 Self-Governance	Panel 250/09
15.0	3 November 2016	November 2016 Release	CP1459	TDC215/01
			CP1467	TDC218/01
16.0	29 June 2017	June 2017 Release	P350	TDC227/01
17.0	29 March 2019	29 March 2019 Standalone Release	P369	P285/12
18.0	27 June 2019	June 2019 Release	CP1512	TDC246/01
19.0	1 April 2020	1 April 2020 Standalone Release	P354	P276/04
20.0	16 June 2020	16 June 2020 Standalone Release	P405 Self-Governance	P302/08
21.0	1 September 2021	1 September 2021 Non-Standard Release	P420	P316/05
22.0	29 June 2023	29 June 2023 Release	CP1580	P338/04
23.2	DD MM YYYY	Changes for MHHS Implementation		TBC

CONTENTS

1   Introduction

1.1   Purpose and Scope of the Procedure

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

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

This BSC Procedure does not cover the Change of Supplier or Registration process or any other disputes resolved under the Retail Energy Code (REC) which do not impact on Settlement Data.

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

1.2   Main Users of Procedure and their Responsibilities

This BSCP should be used by:

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

Trading Disputes Committee to determine matters relating to Trading Disputes;

Disputes Secretary (DS) to:

(a)   Administer the process detailed in this BSC Procedure;

(b)   Facilitate the processing of Trading Disputes and escalation of Trading Disputes to the TDC;

(c)   Act as secretary to the TDC; and

(d)   Maintain a register of precedents established by the TDC.

All Parties (including the BSCCo and its Agents, BSC Parties and their Agents, the National Electricity Transmission System Operator (NETSO) and Distribution System Operators) to assist in the resolution of Trading Disputes and to effect the rectification of such Trading Disputes in the next available Settlement or Reconciliation Run or Extra-Settlement Determination if appropriate.

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

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

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

a. up to at least 28 months after the relevant Settlement Day for use in a form in which the data can be requested and used in the carrying out of a Settlement Run or Volume Allocation Run; and

b. thereafter, until 40 months after the relevant Settlement Day in a form that may be retrieved, if requested, within 10 Working Days, for use in an Extra-Settlement Determination.

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

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

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

*   Raising Party contact details

*   All affected Settlement Periods (and Settlement Days) claimed. Where an end-date is not specified on the form, it will be assumed that the alleged Settlement Error is ongoing. If an end-date is provided but the Settlement Error extends beyond that date the TDC will amend the end-date to cover all affected Settlement Days.

*   Whether the Raising Party is claiming for exceptional circumstances (as described in section 2.2)

*   Details of the affected site/BM Unit

*   A description of the error (refer to the questionnaire in Form BSCP11/01)

*   An identified breach of the BSC or Code Subsidiary Document which has led to the alleged Settlement Error

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

1.5 Balancing and Settlement Code Provision

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

1.6   Associated BSC Procedures

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

BSCP38	Authorisations
BSCP509	Changes to Market Domain Data
BSC707	Industry Standard Data

1.7   EMR Requirements

Where BSCCo becomes aware of any matters which would or might reasonably be expected to give rise to a Trading Dispute, then it shall notify the CfD Counterparty and the CM Settlement Body, in accordance with 5.1, of:

- The MSID relating to the applicable SVA or CVA Metering System (if known); and

- The nature of the non-compliance.

1.8   Claims relating to the application of Non BM Unit ABSVD

It is recognised that the confidentiality requirements relating to Non BM Unit ABSVD may make it difficult for BSC Parties to know whether Non BM Unit ABSVD applied to their Energy Account was calculated correctly. Where a BSC Party is concerned that there may be an issue in relation to Non BM Unit ABSVD which would or might reasonably be expected to give rise to a Trading Dispute, they may notify BSCCo. Where BSCCo becomes aware (through this route, or otherwise) of any matters in relation to Non BM Unit ABSVD which would or might reasonably be expected to give rise to a Trading Dispute, the Disputes Secretary will investigate the alleged Settlement Error and will either:

- Complete the BSCP11/01 Trading Dispute form on behalf of the Party; or

- Raise a Trading Dispute on behalf of the Party using the Self Service Gateway; or

- Inform the Party that there is no Settlement Error to resolve.

1.9   Use of Self-Service Gateway

This is a digital platform that allows authorised users to submit equivalent BSCP11 forms via a portal, Raising Parties can use this service as alternative to other forms defined within this BSCP.

Please note this is not a one-to-one equivalent to other forms defined within this BSCP. The BSCCo retains the right to validate, request information and confirm

requested submitted via the Self-Service Gateway. Where the BSCCo had validated a request it will represent a valid equivalent to other forms defined within this BSCP.

All references to the provision of information using BSCP forms in this Procedure, should be construed as provision either by a paper form or via the Self-Service Gateway.

Information required on a BSCP11/01 Trading Dispute Form

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

Raising Party contact details

All affected Settlement Periods (and Settlement Days) claimed. Where an end-date is not specified on the form, it will be assumed that the alleged Settlement Error is ongoing. If an end-date is provided but the Settlement Error extends beyond that date the TDC will amend the end-date to cover all affected Settlement Days.

Whether the Raising Party is claiming for exceptional circumstances (as described in section 2.2)

Details of the affected site/BM Unit

A description of the error (refer to the questionnaire in Form BSCP11/01)

An identified breach of the BSC or Code Subsidiary Document which has led to the alleged Settlement Error

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~~The nature of the non-compliance.~~

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~~It is recognised that the confidentiality requirements relating to Non BM Unit ABSVD may make it difficult for BSC Parties to know whether Non BM Unit ABSVD applied to their Energy Account was calculated correctly. Where a BSC Party is concerned that there may be an issue in relation to Non BM Unit ABSVD which would or might reasonably be expected to give rise to a Trading Dispute, they may notify BSCCo. Where BSCCo becomes aware (through this route, or otherwise) of any matters in relation to Non BM Unit ABSVD which would or might reasonably be expected to give rise to a Trading Dispute, the Disputes Secretary will investigate the alleged Settlement Error and will either:~~

~~Complete the BSCP11/01 Trading Dispute form on behalf of the Party; or~~

~~Inform the Party that there is no Settlement Error to resolve.~~

2 Timeliness Criteria

2.1 Dispute Deadline

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

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

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

2.2 Exceptional circumstances

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

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

Notwithstanding the above, if the TDC determines that there are exceptional circumstances, the Trading Dispute must still be raised no later than 20 months after the relevant Settlement Day in which the affected Settlement Period occurred or if later, where the alleged Settlement Error is an error in a Post-Final Settlement Run or an Extra-Settlement Determination, in accordance with W1.2.6.

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

3 Acronyms and Definitions

3.1 Acronyms

The terms used in this BSCP are defined as follows.

ABSVD	Applicable Balancing Services Volume Data
BSC	Balancing and Settlement Code
BSCCo	Balancing and Settlement Code Company
CDCA	Central Data Collection Agent
CRA	Central Registration Agent
DS	Disputes Secretary[3]
ECVAA	Energy Contract Volume Aggregation Agent
ESD	Extra-Settlement Determination
FAA	Funds Administration Agent
MDD	Market Domain Data
MDDM	Market Domain Data Manager
NETSO	National Electricity Transmission System Operator as the holder of the Transmission Licence and any reference to "NETSO", "NGESO", "National Grid Company" or "NGC" in the Code or any Code Subsidiary Document shall have the same meaning.
PAB	Performance Assurance Board
REC	Retail Energy Code
SAA	Settlement Administration Agent
SD	Settlement Day
SVAA	Supplier Volume Allocation Agent
TDC	Trading Disputes Committee
TLFA	Transmission Loss Factor Agent
WD	Working Day
ISD	Industry Standing Data
ISDM	Industry Standing Data Manager

3.2 Definitions

Raising Party – a Party who raises a Trading Dispute.

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

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

For the purposes of this BSCP the term:

(i)   "relevant Settlement Run" shall have the same meaning given to such term in Section W of the Code; and

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

Self Service Gateway – the digital platform accessible through the BSC website. It allows authorised users to provide, maintain and request information to be used for Trading Disputes purposes which can include, but is not limited to, data defined within this BSCP.

All other terms are as defined in the Code.

The terms used in this BSCP are defined as follows.

ABSVD	Applicable Balancing Services Volume Data
BSC	Balancing and Settlement Code
BSCCo	Balancing and Settlement Code Company
CDCA	Central Data Collection Agent
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DS	Disputes Secretary[4]
ECVAA	Energy Contract Volume Aggregation Agent
ESD	Extra Settlement Determination
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MDD	Market Domain Data
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PAB	Performance Assurance Board
REC	Retail Energy Code
SAA	Settlement Administration Agent
SD	Settlement Day
SVAA	Supplier Volume Allocation Agent
TDC	Trading Disputes Committee

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

TLFA   Transmission Loss Factor Agent

WD   Working Day

3.2   Definitions

Raising Party – a Party who raises a Trading Dispute.

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

For the purposes of this BSCP the term:

(i)   "relevant Settlement Run" shall have the same meaning given to such term in Section W of the Code; and

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

All other terms are as defined in the Code.

4   Not Used

5   Interface and Timetable Information

5.1   Trading Disputes Process

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.1	As soon as possible, but within the deadlines defined in Section 2.1 or: If claiming exceptional circumstances as described in Section 2.2	Identify alleged Settlement Error and raise a Trading Dispute[5].	Raising Party (any BSC Party, including BSCCo and the NETSO)	DS	Completed Form, either a BSCP11/01 or Self Service Gateway request, containing all the information required in accordance with section 1.4.	Fax, Email, Self Service Gateway.
5.1.2	Within 1 WD of 5.1.1.	Acknowledge Trading Dispute receipt, validate for authorised signature and issue log number. Forward a copy of the completed Form BSCP11/01 or Self Service Gateway request to EMR Settlement Services Provider and indicate log number.	DS DS	Raising Party EMR Settlement Services Provider	Log number; acknowledgement Log number; Completed Form BSCP11/01 or Self Service Gateway request.	Fax, Email, Self Service Gateway. Email, Self Service Gateway.
5.1.3	As soon as possible after 5.1.1.	Commence investigation[6]. Where necessary, request additional information from the Raising Party or relevant experts including the BSCCo, BSC Agents and/or the NETSO[7]. 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 or Self Service Gateway request); Request for Assistance (Form BSCP11/03 or Self Service Gateway Raising Party request).	Fax, Email, Self Service Gateway.

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[5] Where the Trading Dispute relates to Non BM Unit ABSVD, the Party may request assistance from the DS in accordance with paragraph 1.8.
[6] If investigations determine that the source of the anomaly is the implementation of MDD, where appropriate confirm that the error exists and agree any required changes with SVAA within 2 WD of the Trading Dispute being raised (the TDC must still agree that the Trading Dispute has been raised in accordance with the necessary time limits and that a Settlement Error exists). MDD should be re-run as agreed in accordance with BSCP509 and all Market Participants should be informed. - ISD and BSCP707
[7] The Disputes Secretary may issue as many Requests for Assistance as necessary to gather all information required for analysis of the Trading Dispute.

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[8].	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	DS	Information as requested and Form BSCP11/03 or Self Service Gateway Raising Party request.	Fax, Email, Self Service Gateway.
5.1.5	When all relevant information is received.	Collate all evidence of Settlement Error and results of analysis (where applicable). NOTE: Trading Disputes raised by the BSCCo will be validated by the TDC (in accordance with section W of the Code). Refer to 5.1.15 onwards.	DS		Evidence of Settlement Error and supporting information (Form BSCP11/01or Self Service Gateway request). Analysis of Trading Dispute and supporting information (Form BSCP11/03 or Self Service Gateway Raising Party request).	Internal Process

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[8] 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.	Validate the Trading Dispute. In order to validate the Trading Dispute, the BSCCo shall consider whether: a) some or all affected Settlement Periods claimed have been raised within the applicable Dispute Deadline or within the timescales described in section 2.2 (where exceptional circumstances have been claimed by the Raising Party); b) whether a Settlement Error exists; and c) whether the materiality of the Trading Dispute is £3,000 or greater if raised within 6 months of RF; or d) whether the materiality of the Trading Dispute is £10,000 or greater if raised after 6 months have elapsed from RF.	DS		Evidence of Settlement Error and supporting information (Form BSCP11/01or Self Service Gateway request). Analysis of Trading Dispute and supporting information (Form BSCP11/03 or Self Service Gateway Raising Party request).	Internal Process
5.1.7	Following 5.1.6.	Report findings based on the assessment of the Trading Dispute against 5.1.6 a), b) and c) to Raising Party and all affected Parties.	DS	Raising Party, all affected Parties	BSCCo Findings Form (Form BSCP11/04 or Self Service Gateway acknowledgement)	Fax, Email, Self Service Gateway.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.8	Within 14 days following 5.1.7	If BSCCo is not satisfied as to any of the matters in 5.1.6 a), b) or c) in relation to affected Settlement Periods then the Trading Dispute shall lapse in relation to those affected Settlement Periods provided that BSCCo has: (i) notified the Raising Party and each affected Party and no such Parties have notified their objection to the BSCCo's findings within 14 days; and (ii) published its findings on the BSC Website and no Party has notified BSCCo within 14 days of publication that it considers that it is an affected Party but did not receive notice of the findings. NOTE: where no objections to the BSCCo's findings are received within the prescribed timescales, the findings will be deemed accepted. Where objections to the BSCCo's findings are received within the prescribed timescales, the Trading Dispute will be escalated to the TDC. Refer to 5.1.13 onwards.	Raising Party, all affected Parties	DS	BSCCo Findings Form (Form BSCP11/04 Self Service Gateway acknowledgement)	Fax, Email, Self Service Gateway.
5.1.9	Upon receipt of BSCP11/04 or Self Service Gateway request from Raising Party and/or an affected Party or following 5.1.8.	Where the Trading Dispute is not satisfied as to any of the matters in 5.1.6 a),b) or c) and no objections have been received in accordance with 5.1.8 the Trading Dispute (in relation to the relevant affected Settlement Periods) shall lapse and BSCCo shall close the Dispute. Refer to 5.1.10. Where BSCCo is notified of any objections to its finding in accordance with 5.1.8 BSCCo shall inform Raising Party and all affected Parties that the Trading Dispute has been escalated to the TDC. Refer to 5.1.13 onwards.	DS	Raising Party, All affected Parties	BSCCo Findings Form (BSCP11/04 or Self Service Gateway acknowledgement), details of all objections	Fax, Email/ Self Service Gateway.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.10	Within 5 WD following 5.1.9 (where no objections to the BSCCo's findings have been received)	Confirm the Trading Dispute has been closed by completing BSCCo Trading Dispute Closure Form (BSCP11/05 or Self Service Gateway closure acknowledgement). Distribute BSCP11/05 to Raising Party and all affected Parties or notify a Raising Party and affected Parties, where possible, via Self Service Gateway closure acknowledgement	DS	Raising Party, All affected Parties	BSCCo Trading Dispute Closure Form (BSCP11/05) or Self Service Gateway closure acknowledgement.	Fax, Email/ Self Service Gateway.
5.1.11	At the next meeting of the TDC.	Communicate BSCCo's decision to the TDC	DS	TDC	Confidential details of Trading Dispute and reasons for the Trading Dispute closure.	At meeting via confidential closure log.
5.1.12	Within 5 WD of the TDC meeting	Communicate details of the Trading Dispute closure to all BSC Parties	DS	Parties, Party Agents and BSC Auditor	Non-confidential details of Trading Dispute including reason for the Trading Dispute closure,	BSC Website via TDC Register of Determination.
5.1.13	Following 5.1.9 (where the BSCCo considers the Trading Dispute valid or an objection to the BSCCo's findings has been received) at next practicable meeting of the TDC[9].	Where the Trading Dispute was considered to be valid by the BSCCo against 5.1.6 a), b) and c) BSCCo shall prepare and submit a report of its findings and any relevant supporting information in relation to the Trading Dispute to TDC for consideration at the next practicable TDC meeting. Present the BSCCo's findings relating to 5.1.6 a), b) and c).	DS	TDC	Evidence of Settlement Error and supporting information.	At meeting via confidential TDC Paper.

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[9] For Profile Coefficient Trading Disputes, the Trading Dispute must be presented to the TDC within 6 WD of the affected Settlement Day.

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

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.15	At TDC meeting.	If no Settlement Error has occurred, reject the Trading Dispute and proceed to 5.1.16. If a Settlement Error has occurred uphold the Trading Dispute (for all or part of the affected Settlement Periods as appropriate) and, if the materiality of the Trading Dispute is: a) £3,000 or greater within 6 months of it being raise after RF determine a means of rectification (in accordance with Appendix 6.10) and proceed to 5.1.16; or b) £10,000 or greater after 6 months has elapsed from RF determine a means of rectification (in accordance with Appendix 6.10) and proceed to 5.1.16. Where further information and/or technical assistance is required, the Trading Dispute may be deferred. Refer to Section 5.2 and proceed to 5.1.16. 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
5.1.16	Within 5 WD of TDC meeting.	Complete TDC Finding Form /Deferral Form[10] or Self Service Gateway TDC acknowledgement (including TDC Chair signature) and distribute to Raising Party, affected Parties and relevant BSC Agents.	DS	Raising Party, affected Parties and relevant BSC Agents.	TDC Trading Disputes Findings (Form BSCP11/07 Part A or B or Self Service Gateway TDC acknowledgement)[11]/Deferral Form (Form BSCP11/08 or Self Service Gateway TDC deferral).	Fax, Email, Self Service Gateway..

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

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

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.17	At same time as 5.1.16.	Communicate TDC decision to all BSC Parties.	DS	Parties, Party Agents and BSC Auditor	Non-confidential details of Trading Dispute.	Fax, Email, Self Service Gateway.

5.2 Deferral of Trading Dispute

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.2.1	Within 1 WD of 5.1.16.	Request additional information[236] as required by the TDC to aid clarification of the Trading Dispute. If it is envisaged that Deferral will result in a need for data to be retained beyond the 40 month cut-off, this should be noted on the Request for Assistance Form.	DS	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	Request for Assistance with any additional information that may assist in identification of the error. (Form BSCP11/03 or Self Service Gateway information request).	Fax, Email, Self Service Gateway..
5.2.2	Within 5 WD of 5.2.1.	Respond to Request for Assistance with evidence.	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	DS.	Additional information as requested by the DS.	Fax, Email, Self Service Gateway..
5.2.3	Upon receipt of all additional information required.	Collate information and prepare to submit Trading Dispute to TDC for consideration at the next practicable TDC meeting. Refer to steps 5.1.14 onwards for details on all considerations by the TDC subsequent to the submission of additional evidence	DS		All relevant data, forms and evidence of Settlement Error.	Internal process

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5.3   Correction of Errors in the next scheduled Settlement Run

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.3.1	Following TDC determination that a Trading Dispute should be corrected in the next practicable Settlement Run.	Instruct the relevant BSC Agent or BSC Central Systems to adjust settlement in the next practicable Settlement Run, as authorised by the TDC[12]. (Where corrective action by a Party Agent is required for rectification of the error, instruction should be issued by the DS via the relevant Party).	DS	Relevant BSC Agent (or Party where applicable)	Details of changes as authorised by TDC.	Fax, Email, Self Service Gateway.
5.3.2	As appropriate following 5.3.1	Confirm that corrective action authorised by the TDC has been implemented and is available for use in the next Settlement Run[13]. (Where corrective action has been implemented by a Party Agent, confirmation that the corrective action is complete should be given to the DS via the relevant Party).	BSC Central Systems	DS		Fax, Email, Self Service Gateway.

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

[13] Each BSCCo Agent and each Party shall take or procure its agent to take such steps as are necessary to give effect to a determination of the TDC.

5.4 Performing a Post-Final Settlement Run

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.4.1	TDC meeting.	TDC determines to rectify a Trading Dispute through the Post-Final Settlement Run[14] in accordance with 6.10.	TDC			Internal process
5.4.2	Within 5 WD of the TDC meeting.	Inform Raising Party and affected Parties of the TDC decision.	DS.	Raising Party and affected Parties.	TDC Trading Disputes Findings (Form BSCP11/07 Part A or B)	Fax, Email, Self Service Gateway.
		Advise all Trading Parties that a Post-Final Settlement Run is to be carried out within window agreed by Panel.	DS.	All BSC Agents, BSC Parties and BSC Auditor.	Reason for Post-Final Settlement Run (i.e. non-confidential details of the Trading Dispute) and impacted Settlement Day(s).	Fax, Email, Self Service Gateway.
		Confirm data amendments and Post-Final Settlement Run details.	DS.	BSC Agents and relevant Parties.[15]	Details of authorised data amendments and Settlement Day(s) to be included in Post-Final Settlement Run.	Fax, Email, Self Service Gateway.
5.4.3	Within 5 WD of 5.4.2.	Instruct relevant agents to take such steps as are necessary to give the TDC determination effect.	DS	BSC Central Systems.[16]	Details of all replacement data and Settlement Day(s) to be included in Post-Final Settlement Run.[17]	Fax, Email, Self Service Gateway.
5.4.4	Within 20 WD of 5.4.2 or 5 WD prior to Post-Final Settlement Run schedule day, whichever is sooner.	Confirm that corrective action authorised by the TDC has been implemented and the relevant Post-Final Settlement Run(s) has been scheduled.	DS	Raising Party and/or affected Parties.	Confirmation of implementation	Fax, Email, Self Service Gateway.

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[14] A Post Final Settlement Run must be performed within 28 months of the relevant Settlement Day(s) in accordance with Section U of the Code.
[15] CDCA, SAA, SVAA, FAA and where applicable the CRA, ECVAA, TLFA, NETSO and/or and Interconnector Administrators.
[16] Each BSC Party/DS shall take or procure its agents including but not limited to Data Collectors and Data Aggregators, and BSC Central Systems to take such steps as are necessary to give effect to a determination of the TDC.
[17] A BSC Party may decide to provide its agent(s) with the BSCP11/07 form as provided by the DS in 5.4.2.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.4.5	Scheduled Post-Final Settlement Run date.	Perform Post-Final Settlement Run in accordance with the TDC requirements.	DS	Relevant agents and relevant Parties		Internal Process

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

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.5.1	At TDC meeting following a determination to rectify a Trading Dispute via ESD.	TDC decide whether or not to perform an ESD calculation. The TDC may ask for further information and postpone its decision where it deems it necessary.	TDC	DS	Where it is envisaged that Parties, Party Agents and BSC Agents will be required to maintain copies of Settlement Data beyond Settlement Day plus 40 months[18], the TDC will inform relevant Parties and Agents of such data retention requirements.	Internal process
5.5.2	Within 5 WD of TDC meeting at which the TDC makes a decision.	Communicate decision of TDC. If the TDC does uphold the recommendation to perform an ESD calculation, proceed to 5.5.3.	DS	TDC; Raising Party; all relevant BSC Parties; relevant BSC Agents and/or NETSO as appropriate.	TDC's decision to correct/not correct via ESD.	Fax, Email, Self Service Gateway..
5.5.3	When required.	TDC requests data required to perform ESD calculation.	DS on behalf of TDC	Raising Party; other relevant BSC Parties; BSC Agents and/or NETSO as appropriate.	Data required to perform ESD calculations.	Fax, Email, Self Service Gateway..

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[18] Parties should be given sufficient notification prior to the 40 month deadline to allow suitable arrangements to be put in place for data retention beyond the minimum requirements.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.5.4	Within 10 WD of 5.5.3 or such other period as the TDC may agree.	Relevant Parties provide data as requested to enable an Extra-Settlement Determination.	Raising Party, all BSC Parties, relevant BSC Agents and/or NETSO as appropriate, BSC Auditor	DS.	Data required to perform ESD calculations.	Fax, Email, Self Service Gateway.
5.5.5	As soon as practicable after 5.5.4.	Calculate materiality and advise affected Parties[19].	DS	Relevant Parties		Fax, Email, Self Service Gateway.
5.5.6	Within 5 WD of 5.5.5 or such other period as the TDC may approve	Instruct FAA to action Payment Authorisation Form.	DS on behalf of TDC	FAA	Dispute Payment Authorisation Form (Form BSCP11/09 or Self Service Gateway authorisation notification) signed by the TDC Chair.	Fax, Email, Self Service Gateway.
5.5.7	As required by the Payment Authorisation Form.	Implement the instructions in the Payment Authorisation Form and notify relevant Parties and the DS.	FAA	Relevant Parties and DS.	Advice note and copy of Dispute Payment Authorisation Form (Form BSCP11/09).	Letter, Fax, Email, Self Service Gateway.
5.5.8	Within 1 WD of 5.5.7	Confirm that the Payment Authorisation Forms have been actioned.	FAA	DS	Confirmation that the Payment Authorisation Forms have been actioned.	Fax, Email, Self Service Gateway..

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[19] As defined in section W of the Code.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.5.9	Where the ESD has been performed prior to the Final Reconciliation Run, at least 15 WD prior to the next timetabled Reconciliation Settlement Run being performed	Advise Parties of the unwinding of the Extra-Settlement Determination and the correction of the Settlement Error at the next timetabled Reconciliation Settlement Run[20].	DS	All BSC Parties, BSC Auditor.	Confirmation that the Extra-Settlement Determination will be unwound and the Settlement Error corrected in line with the next timetabled Reconciliation Settlement Run.	Fax, Email, Self Service Gateway.
5.5.10	At least 10 WD prior to the next timetabled Reconciliation Settlement Run	Instruct the FAA to action the second Payment Authorisation Form.	DS on behalf of TDC	FAA	Trading Dispute Payment Authorisation Form (Form BSCP11/09 or Self Service Gateway authorisation notification) signed by the TDC Chair.	Fax, Email, Self Service Gateway.
5.5.11	As required by the Payment Authorisation Form.	Implement the instructions in the Payment Authorisation Form and notify relevant Parties and the DS.	FAA	Relevant Parties and DS.	Advice note and copy of Trading Dispute Payment Authorisation Form (Form BSCP11/09 or Self Service Gateway authorisation notification).	Letter, Fax, Email, Self Service Gateway.
5.5.12	Within 1 WD of 5.5.11	Confirm that the Payment Authorisation Forms have been actioned.	FAA	DS	Confirmation that the Payment Authorisation Forms have been actioned.	Fax, Email, Self Service Gateway.
REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD

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

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.1	As soon as possible, but within the deadlines defined in Section 2.1 or: If claiming exceptional circumstances as described in Section 2.2	Identify alleged Settlement Error and raise a Trading Dispute[21].	Raising Party (any BSC Party, including BSCCo and the NETSO)	DS	Completed Form BSCP11/01 containing all the information required in accordance with section 1.4.	Email, fax.
5.1.2	Within 1 WD of 5.1.1.	Acknowledge Trading Dispute receipt, validate for authorised signature and issue log number. Forward a copy of the completed Form BSCP11/01 to EMR Settlement Services Provider and indicate log number.	DS DS	Raising Party EMR Settlement Services Provider	Log number; acknowledgement Log number; Completed Form BSCP11/01	Email, fax. Email, fax.
5.1.3	As soon as possible after 5.1.1.	Commence investigation[22]. Where necessary, request additional information from the Raising Party or relevant experts including the BSCCo, BSC Agents and/or the NETSO[23]. 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.

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[21] Where the Trading Dispute relates to Non BM Unit ABSVD, the Party may request assistance from the DS in accordance with paragraph 1.8.

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

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

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[24].	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). NOTE: Trading Disputes raised by the BSCCo will be validated by the TDC (in accordance with section W of the Code). Refer to 5.1.15 onwards.	DS		Evidence of Settlement Error and supporting information (Form BSCP11/01). Analysis of Trading Dispute and supporting information (Form BSCP11/03).	Internal Process
5.1.6	Following 5.1.5.	Validate the Trading Dispute. In order to validate the Trading Dispute, the BSCCo shall consider whether: a) some or all affected Settlement Periods claimed have been raised within the applicable Dispute Deadline or within the timescales described in section 2.2 (where exceptional circumstances have been claimed by the Raising Party); b) whether a Settlement Error exists; and c) whether the materiality of the Trading Dispute is £3,000 or greater.	DS		Evidence of Settlement Error and supporting information (Form BSCP11/01). Analysis of Trading Dispute and supporting information (Form BSCP11/03).	Internal Process
5.1.7	Following 5.1.6.	Report findings based on the assessment of the Trading Dispute against 5.1.6 a), b) and c) to Raising Party and all affected Parties.	DS	Raising Party, all affected Parties	BSCCo Findings Form (Form BSCP11/04)	Email, fax.

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[24] 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
5.1.8	Within 14 days following 5.1.7	If BSCCo is not satisfied as to any of the matters in 5.1.6 a), b) or c) in relation to affected Settlement Periods then the Trading Dispute shall lapse in relation to those affected Settlement Periods provided that BSCCo has: (i) notified the Raising Party and each affected Party and no such Parties have notified their objection to the BSCCo's findings within 14 days; and (ii) published its findings on the BSC Website and no Party has notified BSCCo within 14 days of publication that it considers that it is an affected Party but did not receive notice of the findings. NOTE: where no objections to the BSCCo's findings are received within the prescribed timescales, the findings will be deemed accepted. Where objections to the BSCCo's findings are received within the prescribed timescales, the Trading Dispute will be escalated to the TDC. Refer to 5.1.13 onwards.	Raising Party, all affected Parties	DS	BSCCo Findings Form (Form BSCP11/04)	Email, fax.
5.1.9	Upon receipt of BSCP11/04 from Raising Party and/or an affected Party or following 5.1.8.	Where the Trading Dispute is not satisfied as to any of the matters in 5.1.6 a),b) or c) and no objections have been received in accordance with 5.1.8 the Trading Dispute (in relation to the relevant affected Settlement Periods) shall lapse and BSCCo shall close the Dispute. Refer to 5.1.10. Where BSCCo is notified of any objections to its finding in accordance with 5.1.8 BSCCo shall inform Raising Party and all affected Parties that the Trading Dispute has been escalated to the TDC. Refer to 5.1.13 onwards.	DS	Raising Party, All affected Parties	BSCCo Findings Form (BSCP11/04), details of all objections	Email/fax.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.10	Within 5 WD following 5.1.9 (where no objections to the BSCCo's findings have been received)	Confirm the Trading Dispute has been closed by completing BSCCo Trading Dispute Closure Form (BSCP11/05). Distribute BSCP11/05 to Raising Party and all affected Parties.	DS	Raising Party, All affected Parties	BSCCo Trading Dispute Closure Form (BSCP11/05)	Email/fax.
5.1.11	At the next meeting of the TDC.	Communicate BSCCo's decision to the TDC	DS	TDC	Confidential details of Trading Dispute and reasons for the Trading Dispute closure.	At meeting via confidential closure log.
5.1.12	Within 5 WD of the TDC meeting	Communicate details of the Trading Dispute closure to all BSC Parties	DS	Parties, Party Agents and BSC Auditor	Non-confidential details of Trading Dispute including reason for the Trading Dispute closure,	BSC Website via TDC Register of Determination.
5.1.13	Following 5.1.9 (where the BSCCo considers the Trading Dispute valid or an objection to the BSCCo's findings has been received) at next practicable meeting of the TDC[25].	Where the Trading Dispute was considered to be valid by the BSCCo against 5.1.6 a), b) and c) BSCCo shall prepare and submit a report of its findings and any relevant supporting information in relation to the Trading Dispute to TDC for consideration at the next practicable TDC meeting. Present the BSCCo's findings relating to 5.1.6 a), b) and c).	DS	TDC	Evidence of Settlement Error and supporting information.	At meeting via confidential TDC Paper.

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[25] For Profile Coefficient Trading Disputes, the Trading Dispute must be presented to the TDC within 6 WD of the affected Settlement Day.

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

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.1.15	At TDC meeting.	If no Settlement Error has occurred, reject the Trading Dispute and proceed to 5.1.16. If a Settlement Error has occurred uphold the Trading Dispute (for all or part of the affected Settlement Periods as appropriate) and, if the materiality of the Trading Dispute is £3,000 or greater, determine a means of rectification (in accordance with Appendix 6.10) and proceed to 5.1.16. Where further information and/or technical assistance is required, the Trading Dispute may be deferred. Refer to Section 5.2 and proceed to 5.1.16. 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
5.1.16	Within 5 WD of TDC meeting.	Complete TDC Finding Form /Deferral Form[26] (including TDC Chair signature) and distribute to Raising Party, affected Parties and relevant BSC Agents.	DS	Raising Party, affected Parties and relevant BSC Agents.	TDC Trading Disputes Findings (Form BSCP11/07 Part A or B)[27]/Deferral Form (Form BSCP11/08).	Email, fax.
5.1.17	At same time as 5.1.16.	Communicate TDC decision to all BSC Parties.	DS	Parties, Party Agents and BSC Auditor	Non-confidential details of Trading Dispute.	Email

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

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

5.2 Deferral of Trading Dispute

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.2.1	Within 1 WD of 5.1.16.	Request additional information[6] as required by the TDC to aid clarification of the Trading Dispute. If it is envisaged that Deferral will result in a need for data to be retained beyond the 40 month cut-off, this should be noted on the Request for Assistance Form.	DS	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	Request for Assistance with any additional information that may assist in identification of the error. (Form BSCP11/03).	Email, fax.
5.2.2	Within 5 WD of 5.2.1.	Respond to Request for Assistance with evidence.	Raising Party, BSCCo, BSC Agents and/or any relevant expert.	DS.	Additional information as requested by the DS.	Email, fax.
5.2.3	Upon receipt of all additional information required.	Collate information and prepare to submit Trading Dispute to TDC for consideration at the next practicable TDC meeting. Refer to steps 5.1.14 onwards for details on all considerations by the TDC subsequent to the submission of additional evidence	DS		All relevant data, forms and evidence of Settlement Error.	Internal process

5.3   Correction of Errors in the next scheduled Settlement Run

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.3.1	Following TDC determination that a Trading Dispute should be corrected in the next practicable Settlement Run.	Instruct the relevant BSC Agent to adjust settlement in the next practicable Settlement Run, as authorised by the TDC[28]. (Where corrective action by a Party Agent is required for rectification of the error, instruction should be issued by the DS via the relevant Party).	DS	Relevant BSC Agent (or Party where applicable)	Details of changes as authorised by TDC.	Email, fax.
5.3.2	As appropriate following 5.3.1	Confirm that corrective action authorised by the TDC has been implemented and is available for use in the next Settlement Run[29]. (Where corrective action has been implemented by a Party Agent, confirmation that the corrective action is complete should be given to the DS via the relevant Party).	Relevant BSC Agent (or Party where applicable)	DS		Email, fax.

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

[29] Each BSCCo Agent and each Party shall take or procure its agent to take such steps as are necessary to give effect to a determination of the TDC.

5.4   Performing a Post-Final Settlement Run

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.4.1	TDC meeting.	TDC determines to rectify a Trading Dispute through the Post-Final Settlement Run[30] in accordance with 6.10.	TDC			Internal process
5.4.2	Within 5 WD of the TDC meeting.	Inform Raising Party and affected Parties of the TDC decision.	DS.	Raising Party and affected Parties.	TDC Trading Disputes Findings (Form BSCP11/07 Part A or B)	Email, fax.
		Advise all Trading Parties that a Post-Final Settlement Run is to be carried out within window agreed by Panel.	DS.	All BSC Agents, BSC Parties and BSC Auditor.	Reason for Post-Final Settlement Run (i.e. non-confidential details of the Trading Dispute) and impacted Settlement Day(s).	Email, fax.
		Confirm data amendments and Post-Final Settlement Run details.	DS.	BSC Agents and relevant Parties.[31]	Details of authorised data amendments and Settlement Day(s) to be included in Post-Final Settlement Run.	Email, fax.
5.4.3	Within 5 WD of 5.4.2.	Instruct relevant agents to take such steps as are necessary to give the TDC determination effect.	Raising Party and/or affected Parties.[32]	Relevant agent(s).[33]	Details of all replacement data and Settlement Day(s) to be included in Post-Final Settlement Run.[34]	Email, fax.
5.4.4	Within 20 WD of 5.4.2 or 5 WD prior to Post-Final Settlement Run schedule day, whichever is sooner.	Confirm that corrective action authorised by the TDC has been implemented and the relevant Post-Final Settlement Run(s) has been scheduled.	Raising Party and/or affected Parties.	DS.	Confirmation of implementation	Email, fax.

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[30] A Post Final Settlement Run must be performed within 28 months of the relevant Settlement Day(s) in accordance with Section U of the Code.
[31] CDCA, SAA, SVAA, FAA and where applicable the CRA, ECVAA, TLFA, NETSO and/or and Interconnector Administrators.
[32] BSCP11/07 form will confirm to each BSC Party what action it is required to take.
[33] Each BSC Party shall take or procure its agents including but not limited to Data Collectors and Data Aggregators to take such steps as are necessary to give effect to a determination of the TDC.
[34] A BSC Party may decide to provide its agent(s) with the BSCP11/07 form as provided by the DS in 5.4.2.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.4.5	Scheduled Post-Final Settlement Run date.	Perform Post-Final Settlement Run in accordance with the TDC requirements.	Relevant agents and relevant Parties			Internal Process

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

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.5.1	At TDC meeting following a determination to rectify a Trading Dispute via ESD.	TDC decide whether or not to perform an ESD calculation. The TDC may ask for further information and postpone its decision where it deems it necessary.	TDC		Where it is envisaged that Parties, Party Agents and BSC Agents will be required to maintain copies of Settlement Data beyond Settlement Day plus 40 months[35], the TDC will inform relevant Parties and Agents of such data retention requirements.	Internal process
5.5.2	Within 5 WD of TDC meeting at which the TDC makes a decision.	Communicate decision of TDC.\n\nIf the TDC does uphold the recommendation to perform an ESD calculation, proceed to 5.5.3.	DS	TDC; Raising Party; all relevant BSC Parties; relevant BSC Agents and/or NETSO as appropriate.	TDC's decision to correct/not correct via ESD.	Email, fax.
5.5.3	When required.	TDC requests data required to perform ESD calculation.	DS on behalf of TDC	Raising Party; other relevant BSC Parties; BSC Agents and/or NETSO as appropriate.	Data required to perform ESD calculations.	Email, fax.

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[35] Parties should be given sufficient notification prior to the 40 month deadline to allow suitable arrangements to be put in place for data retention beyond the minimum requirements.

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.5.4	Within 10 WD of 5.5.3 or such other period as the TDC may agree.	Relevant Parties provide data as requested to enable an Extra-Settlement Determination.	Raising Party, all BSC Parties, relevant BSC Agents and/or NETSO as appropriate, BSC Auditor	DS.	Data required to perform ESD calculations.	Email, fax.
5.5.5	As soon as practicable after 5.5.4.	Calculate materiality and advise affected Parties[36].	DS	Relevant Parties		Email, fax.
5.5.6	Within 5 WD of 5.5.5 or such other period as the TDC may approve	Instruct FAA to action Payment Authorisation Form.	DS on behalf of TDC	FAA	Dispute Payment Authorisation Form (Form BSCP11/09) signed by the TDC Chair.	Email, fax.
5.5.7	As required by the Payment Authorisation Form.	Implement the instructions in the Payment Authorisation Form and notify relevant Parties and the DS.	FAA	Relevant Parties and DS.	Advice note and copy of Dispute Payment Authorisation Form (Form BSCP11/09).	Letter, email, fax.
5.5.8	Within 1 WD of 5.5.7	Confirm that the Payment Authorisation Forms have been actioned.	FAA	DS	Confirmation that the Payment Authorisation Forms have been actioned.	Email.
5.5.9	Where the ESD has been performed prior to the Final Reconciliation Run, at least 15 WD prior to the next timetabled Reconciliation Settlement Run being performed	Advise Parties of the unwinding of the Extra-Settlement Determination and the correction of the Settlement Error at the next timetabled Reconciliation Settlement Run[37].	DS	All BSC Parties, BSC Auditor.	Confirmation that the Extra-Settlement Determination will be unwound and the Settlement Error corrected in line with the next timetabled Reconciliation Settlement Run.	Email.

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[36] As defined in section W of the Code.

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

REF.	WHEN	ACTION	FROM	TO	INFORMATION REQUIRED	METHOD
5.5.10	At least 10 WD prior to the next timetabled Reconciliation Settlement Run	Instruct the FAA to action the second Payment Authorisation Form.	DS on behalf of TDC	FAA	Trading Dispute Payment Authorisation Form (Form BSCP11/09) signed by the TDC Chair.	Email, fax.
5.5.11	As required by the Payment Authorisation Form.	Implement the instructions in the Payment Authorisation Form and notify relevant Parties and the DS.	FAA	Relevant Parties and DS.	Advice note and copy of Trading Dispute Payment Authorisation Form (Form BSCP11/09).	Letter, email, fax.
5.5.12	Within 1 WD of 5.5.11	Confirm that the Payment Authorisation Forms have been actioned.	FAA	DS	Confirmation that the Payment Authorisation Forms have been actioned.	Email.

6   Appendices

The following forms are in this BSCP:

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

For contact details please refer to the BSC Website.6.1   Trading Dispute Raising Form (BSCP11/01)

BSCP11/01	

_____Trading Dispute Raising Form_____

(Form completed by Raising Party)

Trading Dispute Raised By _(name)_: _____ Date Raised: ____/____/_____

Company Name / Party ID / Role: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

(This section must be signed by a Category O Authorised Person)

Authorised By: _____ Signature: _____

Please complete the following sections.

a)   This Trading Dispute is raised due to an error with (delete as appropriate): SVA Metering System(s) / CVA Metering System(s) / Profile Coefficients / Market Domain Data / Post Final Settlement Run / System Prices

b)   If none of the options above apply, please indicate what the error is: _____

c)   Is there a request for the TDC to consider exceptional circumstances[38]? YES/NO (delete as appropriate).

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

e)   BSC Section or Code Subsidiary Document which has been breached:_____

f)   GSP Group ID: _____

g)   Site Name and Address: _____

h)   Other affected Parties (if known): _____

i)   Associated Trading Dispute number(s): _____

j)   Party Agent details:

Agent	Role	Appointment Start Date	Appointment End Date

---

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

Please complete the questionnaire on the next page

Who identified the error and how was it identified?

| |
| |
| |

What caused the error to occur?

| |
| |
| |

What actions have been taken so far to correct the error?

| |
| |
| |

A statement explaining why (together with supporting evidence) exceptional circumstances exist if you have answered 'Yes' to c)?

| |
| |
| |

If any correction has been made in the fluid period (SF – RF), specify the range of Settlement Days and Settlement Periods already corrected.

From:	To:
____/____/_____ Settlement Period _____	____/____/_____ Settlement Period _____

Specify the range of Settlement Days and Settlement Periods which remain uncorrected[39].

From:	To:
____/____/_____ Settlement Period _____	____/____/_____ Settlement Period _____

In addition to answering the questions above, please provide:

   k)   The uncorrected data;

---

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

l) The proposed replacement data;

m) Commissioning records for Metering Equipment installed (where applicable).

Please return completed form to disputes@elexon.co.uk

For contact details please refer to the BSC Website.6.1   Trading Dispute Raising Form (BSCP11/01)

BSCP11/01	**Trading Dispute Raising Form**

(Form completed by Raising Party)

Trading Dispute Raised By *(name)*: _____ Date Raised: ___/___/_____

Company Name / Party ID / Role: _____

Address: _____ _____

Telephone: _____ Fax: _____ Email: _____

(This section must be signed by a Category O Authorised Person)

Authorised By: _____ Signature: _____ _____

Please complete the following sections.

a)   This Trading Dispute is raised due to an error with (delete as appropriate): SVA Half Hourly Metering System(s) / SVA Non Half Hourly Metering System(s) / CVA Metering System(s) / Profile Coefficients / Market Domain Data / Post Final Settlement Run / System Prices

b)   If none of the options above apply, please indicate what the error is: _____

c)   Is there a request for the TDC to consider exceptional circumstances[40]? YES/NO (delete as appropriate).

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

e)   BSC Section or Code Subsidiary Document which has been breached:_____

f)   GSP Group ID: _____

g)   Site Name and Address: _____

h)   Other affected Parties (if known): _____

i)   Associated Trading Dispute number(s): _____

j)   Party Agent details:

Agent	Role	Appointment Start Date	Appointment End Date

---

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

Please complete the questionnaire on the next page

Who identified the error and how was it identified?

[text box]

What caused the error to occur?

[text box]

What actions have been taken so far to correct the error?

[text box]

If any correction has been made in the fluid period (SF – RF), specify the range of Settlement Days and Settlement Periods already corrected.

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

Specify the range of Settlement Days and Settlement Periods which remain uncorrected[41].

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

In addition to answering the questions above, please provide:

k) The uncorrected data;

l) The proposed replacement data;

m) A statement explaining why (together with supporting evidence) exceptional circumstances exist if you have answered 'Yes' to e); and

n) Commissioning records for Metering Equipment installed (where applicable).

---

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

6.2   This form is no longer used and is intentionally blank

6.3   Request for Assistance (BSCP11/03)

BSCP11/03	Dispute Number

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Request for Assistance

</div>

(Form completed by DS)

To: _____   Date: _____/_____/_____

Company Name: _____

Address: _____ _

Telephone: _____ Fax: _____

Email: _____

TRADING DISPUTE DETAILS:

Disputed Period: From____/____/____ Settlement Period ____ To____/____/____ Settlement Period ___

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

_____

Site name:_____

Description of Trading Dispute / assistance required:

_____
_____
_____
_____

Respond By Date: _____/_____/_____

6.4   BSCCo Findings Form (BSCP11/04)

BSCP11/04		Dispute Number

BSCCo Findings Form

(Form completed by DS)

To: _____   Date: _____/_____/_____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

TRADING DISPUTE DETAILS:

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

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

Check	Valid? (delete as appropriate)
a) Some or all affected Settlement Periods claimed have been raised within the applicable Trading Dispute Deadline or within the timescales described in BSCP11 section 2.2 (where exceptional circumstances have been claimed by the Raising Party)	YES/NO
b) A Settlement Error exists	YES/NO
c) c) The materiality of the Trading Dispute is: • £3,000; or • £10,000; or • Greater.The materiality of the Trading Dispute is £3,000 or greater.	YES/NO YES/NO YES/NOYES/NO

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Delete as appropriate:

i)   The Trading Dispute is considered valid against checks a), b) and c) above. The Trading Dispute will be presented to the TDC for consideration. Subject to TDC approval, the BSCCo will instruct rectification of the error.

ii)   The Trading Dispute is considered invalid against one or more of checks a), b) and c) above and has been closed. If objections to this finding are received from the Raising Party or any affected Party within 14 days of receipt of this form, it will be escalated to and determined by the TDC.

iii)   The BSCCo considered the Trading Dispute invalid against one or more of checks a), b) and c) above and will escalate it to the TDC.

Contact Name: _____ Signature: _____

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

Signed on behalf of:
Company: _____ Name: _____

Authorised Signature: _____ Date: _____/__ ___/_____

Please return completed form to disputes@elexon.co.uk

6.5   BSCCo Trading Dispute Closure Form (BSCP11/05)

BSCP11/05		Dispute Number

BSCCo Trading Dispute Closure Form

(Form completed by DS)

To: _____   Date: _____/_____/___

Company Name / ID / Role: _____

Fax/email: _____

(Completed by DS) Delete as appropriate:

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

Closure of Trading Dispute by BSCCo

i) The BSCCo is not satisfied that:
   - the Trading Dispute (as to all affected Settlement Periods) was raised within the applicable Dispute Deadline or within the timescales described in BSCP11 section 2.2 (where exceptional circumstances have been claimed by the Raising Party); and/or
   - a Settlement Error exists; and/or
   - The materiality of the Trading Dispute is:
        £3,000; or
        £10,000; or
        - ~~Greater. the materiality of the Trading Dispute is £3,000 or greater.~~

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

The Trading Dispute has been closed.

Details of the BSCCo's findings

_____

_____

_____

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6.6   Extra-Settlement Determination Request (BSCP11/06)

BSCP11/06	**Extra-Settlement Determination Request**	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 / Interim RF/ R1 / R2 / R3 / RF *(delete as appropriate)*

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

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

Reason for Extra-Settlement Determination Run Request:
_____
_____
_____
_____

Please return completed form to the disputes@elexon.co.uk

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

DS Comments: _____

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

email to:

6.7   TDC Trading Dispute Findings (BSCP11/07)

BSCP11/07 Part A	TDC Trading Dispute Findings	Dispute Number
(Form completed by DS)		

Part A

You are required to advise all Party Agents of any data amendments stipulated in this form.

To: _____ _____

Fax / Email: _____

From: Trading Disputes Committee

TDC Meeting Number: _____ Date: _____/_____/_____

The Trading Dispute Committee Findings[42] are:

Check	Valid? *(delete as appropriate)*
Some or all affected Settlement Periods claimed have been raised within the applicable Trading Dispute Deadline or within the timescales described in BSCP11 section 2.2 (where exceptional circumstances have been claimed by the Raising Party)	YES/NO
A Settlement Error exists	YES/NO
The materiality of the Trading Dispute is: • £3,000; or • £10,000;or • Greater.The materiality of the Trading Dispute is £3,000 or greater	YES/NO YES/NO YES/NO
Exceptional circumstances exist	YES/NO/NOT APPLICABLE

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Details of Authorised Data Amendments:

MSID / BM Unit / ECVN or MVRN Authorisation ID / Other IDs				
Settlement Day(s) and Settlement Period(s)	From	dd/mm/yyyy SP:	To	dd/mm/yyyy SP:
Corrective action to be applied				
Applicable Settlement Run(s) through which corrective action is to be applied	Reconciliation Settlement Run / Post Final Settlement Run / Extra Settlement Determination *(delete as appropriate)*			
Deadline to confirm with the Disputes Secretary (disputes@elexon.co.uk) that corrective action has been implemented and the applicable Settlement Run(s) has been scheduled				

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[42] Should you wish to appeal against the decision of the TDC and in doing so refer the matter to the Panel for determination, you will need to submit a referral notification to the Panel Secretary no later than 30 days following the receipt of this notification.

Signed : _____   Date ____/____/____
         Chair, Trading Disputes Committee

6.8 TDC Deferral Form (BSCP11/08)

BSCP11/08		Dispute Number

TDC Deferral Form

(Form completed by DS)

To: _____

Fax / Email: _____

From: Trading Disputes Committee

TDC Meeting Number: _____ Date : _____/_____/_____

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

The Trading Dispute Committee Findings are:

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

_____

_____

_____

_____

Signed : _____ Date _____/_____/_____
        Chair, Trading Disputes Committee

6.9   Trading Dispute Payment Authorisation Form (BSCP11/09)

BSCP11/09

Trading Dispute Payment Authorisation Form

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

(Form completed by DS)

Trading Dispute Reference:

Settlement dates:

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

Summary of Dispute:

Proposed date of recovery:

Signed: _____

         (TDC Chair)

Date: _____

6.10 Rectification of Trading Disputes

Following a decision of the TDC that a Trading Dispute was raised in a timely fashion, that a Settlement Error has occurred and that the materiality of the Trading Dispute is £3,000 (applicable when raised within 6 months of Final Reconciliation Settlement Run (RF)), £10,000 (applicable when raise after 6 months has elapsed from RF) 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 RF for the Disputed Settlement Days has been performed.

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

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

a) determine that the error should be corrected in the next Settlement Run relating to the relevant Settlement Day (see section 5.3); or

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

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

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

b) determine that an Extra-Settlement Determination and/or Post-Final Settlement Run should be undertaken (see section 5.4 or 5.5 as appropriate).

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

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

If an ESD is performed prior to the Final Reconciliation Run, all payments must be reversed (or unwound) on or as near as practicable to the Payment Date in respect of the Timetabled Reconciliation Settlement Run in which the Settlement Error is corrected. This is to prevent any double correction of an error through both an ESD and the Timetabled Reconciliation Settlement Run. Prior to the next Timetabled Reconciliation

Settlement Run, each Trading Party affected by the initial payment shall be entitled to be paid by or liable to pay to the BSC Clearer an amount equal and opposite to the extra-settlement amount paid by or to such Party, plus an amount in lieu of interest. See section 5.5.

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

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

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

6.13 Trading Dispute Charge

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

6.14 Materiality Threshold

There is no pre-rectification materiality limit for Trading Disputes. However, if the materiality or estimated materiality of a valid Trading Dispute (i.e. in relation to the affected Settlement Periods) determined by the TDC is less than £3,000 (applicable when raised within 6 months of Final Reconciliation Settlement Run (RF)), £10,000 (applicable when raise after 6 months has elapsed from RF), no corrective action will be taken regardless of the determination by the TDC or the Panel (as the case may be) on the validity of such Trading Dispute.

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

6.15 Multiple Raising Parties

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

6.16 References to the Panel and Arbitration

A Party that disagrees with the findings of the TDC may refer the findings to the Panel or to arbitration[43] for determination. Any referral to the Panel should be submitted in

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[43] With the exception of Post RF rectification decisions.

writing to the Panel Secretary and must be made in accordance with the timescales referred to in section W of the Code.

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

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