

SHORT TERM OPERATING RESERVE STANDARD CONTRACT TERMS

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NATIONAL GRID ELECTRICITY TRANSMISSION plc

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INTRODUCTION

Introduction

1. This is a general introduction to this **Document**. It includes a description of how this **Document** interacts with the **STOR Framework Agreement** and each **STOR Tender** to form a **STOR Contract** between **National Grid** and a **Reserve Provider**.

Status of this Introduction

2. This introduction does not form part of this **Document** and therefore has no legally binding effect. This introduction may be updated by **National Grid** from time to time to reflect any amendments to this **Document**, or the **STOR Framework Agreement** or to correct any errors or inaccuracies which may be discovered.

Background

3. At certain times of the day **National Grid** needs extra power in the form of either generation or demand reduction to be able to deal with actual demand being greater than forecast demand and plant breakdowns. This requirement is met from synchronised and non-synchronised sources. **National Grid** procures the non-synchronised requirement primarily by contracting for **Short Term Operating Reserve**, provided by a range of service providers by means of standby generation and demand reduction.
4. The need for **Short Term Operating Reserve** varies across the year, the time of week and time of day, being a function of the system demand profile at that time. To reflect this, **National Grid** splits the year into a number of Seasons, for both Working Days (including Saturdays) and Non-Working Days (Sundays and most Bank Holidays), and specifies the periods in each day that **Short Term Operating Reserve** is required. These periods are referred to as **Availability Windows**.

Overview of Structure

5. The structure of **this Document**, the **STOR Framework Agreement** and the **STOR Tender** is as follows:

- a) **This Document**

This **Document** is a single document incorporating terms of general application to all **Reserve Providers**, as well as sections dealing specifically with **Balancing Mechanism** (BM) participants and non-BM participants and schedules for use where a **Reserve Provider**

delegates certain of its obligations to a **Reserve Provider's Agent**. This **Document** may be amended and re-issued by **National Grid** from time to time, and any amendment and re-issue of this **Document** shall generally supersede this **Document** and be incorporated in the existing **STOR Contract(s)** as between **National Grid** and a **Reserve Provider**.

b) **STOR Framework Agreement**

The **STOR Framework Agreement** gives contractual effect to the relevant provisions of this **Document** as between **National Grid** and the **Reserve Provider** and also contains any adaptations to the provisions of this **Document** agreed between **National Grid** and the **Reserve Provider**. Before a potential **Reserve Provider** may submit a **STOR Tender** for the provision of **Short Term Operating Reserve** to **National Grid** it shall first accede to the terms of this **Document** by entering into the **STOR Framework Agreement**.

This **Document** and the **STOR Framework Agreement** have been designed to apply to both **Reserve** provided via an increase in generation and **Reserve** provided via a reduction in **Demand**.

c) **STOR Tender**

If the **Reserve Provider** tenders to provide **Short Term Operating Reserve** to **National Grid** it will do so by submitting a tender ("**STOR Tender**") to **National Grid** in the approved form as set out in the **ITT Pack**. This **STOR Tender** will set out the **BM Unit** specific or site specific terms of the **Reserve Provider** and will confirm its acceptance to the terms of this **Document** and the **STOR Framework Agreement**.

d) **Acceptance/Rejection of STOR Tender**

After receipt of a **STOR Tender** and following the appropriate assessment period **National Grid** shall either accept or reject that **STOR Tender** by issuing a **STOR Tender Acceptance** and/or **STOR Tender Rejection**. A **STOR Tender Acceptance** shall specify (inter alia) the **Seasons**, the **Commencement Date** and the **Expiry Date**, and a **STOR Tender Rejection** shall specify those tendered seasons which **National Grid** rejects. The issuing of a **STOR Tender Acceptance** will constitute a legally binding contract between the **Reserve Provider** and **National Grid** for provision by the **Reserve Provider** of **Short Term Operating Reserve** (the "**STOR Contract**").

SECTION 1

AGREEMENTS AND TENDER RULES

1.1 INTRODUCTION

- 1.1.1 As between **National Grid** and any potential **Reserve Provider**, this **Document** shall take effect (and for the avoidance of doubt shall supersede issue 9) upon the later of 05.00 hours on 1 April 2017 and the coming into force of a **STOR Framework Agreement** and (subject to the terms of the **STOR Framework Agreement**) shall apply (as amended and reissued from time to time pursuant to sub-paragraph 1.2) to all **STOR Contract(s)** subsisting after that date until termination of the **STOR Framework Agreement**.
- 1.1.2 This **Document** is divided into different sections, including sections dealing specifically with **Balancing Mechanism** participants, non-**Balancing Mechanism** participants and other sections of more general application.
- 1.1.3 Paragraph 1.4 sets out the basis upon which **National Grid** will invite interested parties to submit **STOR Tender(s)** for the provision of **Short Term Operating Reserve**, and the issue by **National Grid** of a **STOR Tender Acceptance** will create a **STOR Contract** for the provision of **Short Term Operating Reserve** upon the terms set out in the applicable sections of this **Document**, the **STOR Framework Agreement**, the relevant **STOR Tender** and the **STOR Tender Acceptance**.
- 1.1.4 Section 2 sets out the terms for provision of **Short Term Operating Reserve** where the **Reserve Provider** provides **Short Term Operating Reserve** from **Generating Unit(s)** comprised within a **Production BM Unit** which it has established and registered as such under and in accordance with the **Balancing and Settlement Code**.
- 1.1.5 Section 2A is currently left blank, but terms may be included in due course to apply in respect of the provision of **Short Term Operating Reserve** from **Plant** and **Apparatus** comprised within a **Consumption BM Unit** which a **Reserve Provider** has established and registered as such under and in accordance with the **Balancing and Settlement Code**, if that **Reserve Provider** wishes to tender on that basis.
- 1.1.6 Section 3 sets out the terms for provision of **Short Term Operating Reserve** where the **Reserve Provider** provides **Short Term Operating Reserve** from either **Generating Unit(s)** and/or other **Plant** and **Apparatus** which the **Reserve Provider** has not established and registered as **BM Unit(s)** under and in accordance with the **Balancing and Settlement Code** or **Generating Unit(s)** and/or other **Plant** and **Apparatus** which are established and

registered as a **BM Unit(s)** under and in accordance with the **Balancing and Settlement Code**, but which do not, and will not for the term of the **STOR Contract**, actively participate in the **Balancing Mechanism**.

1.1.7 Section 4 contains general provisions applicable to all providers of **Short Term Operating Reserve**.

1.1.8 Section 5 contains defined terms used throughout this **Document**.

1.2 **CHANGES TO THIS DOCUMENT**

Outline Change Proposal

1.2.1 This **Document** shall be reviewed by **National Grid** from time to time, and (without prejudice to sub-paragraph 1.2.22) where at any time **National Grid** wishes to propose one or more amendments to this **Document** then it may at its sole discretion do so by formulating an **Outline Change Proposal**. Each **Outline Change Proposal** shall describe in reasonable but not excessive detail all such amendments and shall specify a single **Proposed Implementation Date**, save that insofar as any such amendments are required as a result of a **Proposed Legal Requirement** or a **Change in Law** then each of such amendments shall be the subject of a separate **Outline Change Proposal**.

1.2.2 The contents of an **Outline Change Proposal** shall include without limitation:-

- (a) the rationale for the amendment(s), including whether or not required as a result of a **Proposed Legal Requirement** or a **Change in Law**;
- (b) if applicable, details of the **Proposed Legal Requirement** or **Change in Law**;
and
- (c) the **Proposed Implementation Date**.

1.2.3 Each **Outline Change Proposal** shall be notified by **National Grid** to all **Reserve Providers** in writing.

Comments from Reserve Providers

1.2.4 **National Grid** shall give all **Reserve Providers** a reasonable opportunity and, in any event, not less than 20 **Business Days**, to review and provide **National Grid** with written comments on each **Outline Change Proposal**. **National Grid** shall consider in good faith any written comments submitted by the **Reserve Provider** pursuant to this sub-paragraph 1.2.4 and shall, insofar as is reasonably practicable, address such comments in any subsequent **Detailed Change Proposal**.

Withdrawal, Modification and Implementation of Outline Change Proposals

- 1.2.5 Not earlier than the date for receipt of comments from **Reserve Providers** specified in sub-paragraph 1.2.4, **National Grid** may, at its sole discretion and having regard to written comments submitted by **Reserve Providers**, notify **Reserve Providers** in writing of its decision either to:-
- (a) withdraw the **Outline Change Proposal**, which shall be effective upon written notice of the same to all **Reserve Providers**; or
 - (b) modify the **Outline Change Proposal**, whereupon sub-paragraphs 1.2.2 to 1.2.4 inclusive, and this sub-paragraph 1.2.5, shall apply mutatis mutandis to such modified **Outline Change Proposal**; or
 - (c) implement the **Outline Change Proposal** (including any modification thereto pursuant to sub-paragraph (b) above), whereupon the provisions of sub-paragraph 1.2.6 shall apply,

provided always that where **National Grid** fails to take any of the steps outlined above by the date which is 40 **Business Days** after the date of notification of the **Outline Change Proposal** then the same shall be deemed to have been withdrawn with immediate effect.

Detailed Change Proposals

- 1.2.6 If **National Grid** decides to implement an **Outline Change Proposal** (including any modification thereto pursuant to sub-paragraph 1.2.5(b)), then it shall formulate a **Detailed Change Proposal**. Each **Detailed Change Proposal** shall specify a **Final Implementation Date** and shall be accompanied by a copy of this **Document** with the amendments specified in the **Detailed Change Proposal** incorporated.
- 1.2.7 Each **Detailed Change Proposal** shall be notified by **National Grid** to all **Reserve Providers** in writing, and such notification of the **Detailed Change Proposal** by **National Grid** shall either constitute the notification to **Reserve Providers** of its decision to implement the **Outline Change Proposal** pursuant to sub-paragraph 1.2.5(c) or shall occur as soon as reasonably practicable and in any event within 20 **Business Days** after the notification pursuant to sub-paragraph 1.2.5(c). Except in the case of a **Detailed Change Proposal** required as a result of a **Proposed Legal Requirement** or a **Change in Law**, the **Detailed Change Proposal** will ordinarily be notified no later than the date of issue of the **ITT Pack** which immediately precedes the **Final Implementation Date**.
- 1.2.8 Amendments to this **Document** set out in a **Detailed Change Proposal** notified by **National Grid** to **Providers** pursuant to sub-paragraph 1.2.7 shall become effective from the **Final Implementation Date**, whereupon this **Document** as so amended shall

automatically be incorporated into each **STOR Framework Agreement** in accordance with (and subject to) sub-paragraph 1.3.3 so as to apply (as may be amended in the future pursuant to this paragraph 1.2) to all subsequent **STOR Tenders** and to all **STOR Contracts** then subsisting, subject always to:-

- (a) all and any accrued rights and liabilities of **National Grid** and **Reserve Providers** hereunder and all and any rights and remedies they may have, in each case with respect to periods prior to the **Final Implementation Date**; and
- (b) sub-paragraphs 1.2.13, 1.2.15 and 1.2.21.

1.2.9 On each occasion that this **Document** is amended in accordance with the foregoing provisions, **National Grid** shall on or before the **Final Implementation Date** publish this **Document** as so amended on the **Industry Information Website** and shall identify the same by issue number and date of publication.

Affected Reserve Providers

1.2.10 With respect to a **Detailed Change Proposal**, each and any **Affected Reserve Provider** may, no later than 15 **Business Days** after notification by **National Grid** of that **Detailed Change Proposal**, elect by notice in writing to **National Grid**, and subject always to sub-paragraph 1.2.11, to either:-

- (a) where it is of the reasonable opinion that such amendments materially prejudice its ability to provide **Short Term Operating Reserve** and/or comply with any **Affected STOR Contract**, reject the application of such amendments to each of such **Affected STOR Contract** provided that such rejection is accompanied by a statement of the reason why, in the reasonable opinion of the **Affected Reserve Provider**, such rejection is being made; or
- (b) where it is of the reasonable opinion that it is in a less favourable position providing **Short Term Operating Reserve** and/or complying with any **Affected STOR Contract** than would be the case if such amendments had not occurred, seek an increase to any or all of the **Contract Prices** in respect of each of such **Affected STOR Contract**.

1.2.11 With respect to any **Detailed Change Proposal** required as a result of a **Proposed Legal Requirement** or a **Change in Law**, the **Affected Reserve Provider** may not make an election pursuant to sub-paragraph 1.2.10(a), and furthermore may only make an election pursuant to sub-paragraph 1.2.10(b) if the amendments are required as a result of a **Qualifying Change in Law**, provided always that where the **Affected Reserve Provider**

disputes that such amendments are required as a result of a **Proposed Legal Requirement** or a **Change in Law** (including a **Qualifying Change in Law**) then it may, within the period of 15 **Business Days** specified in sub-paragraph 1.2.10, refer the matter to **Expert Determination**.

- 1.2.12 Each notice of election by an **Affected Reserve Provider** pursuant to sub-paragraph 1.2.10(a) or (b) shall be accompanied by a full and detailed justification.

Rejection of Certain Detailed Change Proposals to Subsisting STOR Contracts

- 1.2.13 Within 20 **Business Days** of receipt by **National Grid** of the **Affected Reserve Provider's** notice pursuant to sub-paragraph 1.2.10(a) of its election to reject the application of amendments to this **Document** to the **Affected STOR Contract(s)**, **National Grid** and the **Affected Reserve Provider** shall negotiate in good faith amendments to the **STOR Framework Agreement** by way of **Special Condition(s)** in order to negate the impact of the amendments set out in the **Detailed Change Proposal** with respect to each **Affected STOR Contract(s)**, such that the **Affected Reserve Provider** is in no better and no worse position after the coming into effect of the **Detailed Change Proposal** than it would have been in had such **Detailed Change Proposal** not come into effect.

- 1.2.14 If by the expiry of such period of 20 **Business Days** **National Grid** and the **Affected Reserve Provider** have been unable to reach agreement as to the amendments to the **STOR Framework Agreement** contemplated in sub-paragraph 1.2.13, then either of them may, with the written consent of the other, refer the matter or matters in dispute to **Expert Determination**.

- 1.2.15 Until such time as such amendments to the **STOR Framework Agreement** are agreed or determined (as the case may be), and notwithstanding sub-paragraph 1.2.8, unless otherwise agreed between **National Grid** and the **Affected Reserve Provider**, this **Document** (as may subsequently be amended from time to time) shall be deemed incorporated into the **Affected Reserve Provider's STOR Framework Agreement** but on the basis that the amendments set out in the relevant **Detailed Change Proposal** shall not apply to the **Affected STOR Contract(s)**.

Increase in Contract Prices

- 1.2.16 Within 20 **Business Days** of receipt by **National Grid** of the **Affected Reserve Provider's** notice pursuant to sub-paragraph 1.2.10(b) of its intention to seek an increase to **Contract Prices**, **National Grid** and the **Affected Reserve Provider** shall negotiate in good faith an increase to the **Contract Prices** (or any them) in respect of each **Affected STOR Contract** so as to put the **Reserve Provider** in no better or worse position, after such amendments, than would have been the case if such amendments had not occurred, and taking into

account sub-paragraphs 1.2.17 and 1.2.18 (and for such purpose the **Reserve Provider** shall provide to **National Grid** all such evidence as it may reasonably require).

1.2.17 The **Affected Reserve Provider** shall take all reasonable steps to minimise any increase in costs or reduction in revenues arising from such **Detailed Change Proposal**.

1.2.18 The **Contract Prices** or any of them as agreed or determined to be increased pursuant to sub-paragraphs 1.2.16 and 1.2.19 (as the case may be) shall only be effective from the **Final Implementation Date** of the **Detailed Change Proposal**.

1.2.19 If by the expiry of the period of 20 **Business Days** referred to in sub-paragraph 1.2.16 **National Grid** and the **Affected Reserve Provider** have been unable to agree an increase to the **Contract Prices** contemplated by sub-paragraph 1.2.16, then the **Reserve Provider** may either:-

(a) following not less than 5 **Business Days**' notice in writing to **National Grid**, refer the matter or matters in dispute to **Expert Determination**; or

(b) where such **Detailed Change Proposal** is not required as a result of a **Qualifying Change in Law**, reject the application of such amendments to this **Document** to the **Affected STOR Contract(s)** by written notice to **National Grid** whereupon the provisions of sub-paragraphs 1.2.13, 1.2.14 and 1.2.15 shall apply mutatis mutandis.

1.2.20 **National Grid** may at its sole discretion modify a **Detailed Change Proposal** that is required as a result of a **Proposed Legal Requirement** at any time prior to the coming into effect of the **Change in Law**, provided that:-

(a) such **Detailed Change Proposal** shall only be amended to the extent that and insofar as is necessary to give effect to any change to the **Proposed Legal Requirement** which comes to **National Grid's** attention; and

(b) insofar as the **Reserve Provider** notified **National Grid** pursuant to sub-paragraph 1.2.10(b) of its election to seek an increase to the **Contract Prices**, the **Reserve Provider** shall have a further opportunity to do so, provided always that such notice is received by **National Grid** no later than 5 **Business Days** after notification by **National Grid** of the modified **Detailed Change Proposal**.

1.2.21 Without prejudice to any provision of this paragraph 1.2, **National Grid** may, at its sole discretion and at any time prior to the latter of (i) the relevant **Final Implementation Date** or,

(ii) where sub-paragraphs 1.2.11, 1.2.14 or 1.2.19 apply, the date being 5 **Business Days** after the date of the **Expert's** written decision, withdraw a **Detailed Change Proposal** by notice in writing to the **Reserve Provider**, whereupon the same shall be of no effect and:-

- (a) the **STOR Framework Agreement** of each **Affected Reserve Provider** shall be amended so as to remove any **Special Condition(s)** agreed between the **Parties** pursuant to sub-paragraph 1.2.13 in respect of such **Detailed Change Proposal**;
or
- (b) any increase in **Contract Prices** agreed or determined pursuant to sub-paragraphs 1.2.16 and 1.2.19 (as the case may be) shall be of no effect and the **Contract Prices** stated in the **Affected STOR Contracts** shall continue to apply.

1.2.22 Nothing in this paragraph 1.2 shall preclude **National Grid** and all other **Parties** at the relevant time from agreeing changes to this **Document** at any time and from time to time otherwise than in accordance with this paragraph 1.2.

1.3 **STOR FRAMEWORK AGREEMENT**

- 1.3.1 If the **Reserve Provider** wishes to provide **Short Term Operating Reserve** to **National Grid** from any **Generating Unit(s)** and/or other **Plant** and **Apparatus**, it may seek to agree the terms of, and enter into, a **STOR Framework Agreement** with **National Grid** in respect of such **Generating Unit(s)** and/or other **Plant** and **Apparatus** in order to accede to the terms of this **Document**.
- 1.3.2 By entering into the **STOR Framework Agreement** the **Reserve Provider** will, subject always to sub-paragraphs 1.3.5, 1.3.6 and 1.3.7, be permitted to submit **STOR Tender(s)** with respect to such **Generating Unit(s)** and/or other **Plant** and **Apparatus** for such periods as specified by **National Grid** from time to time.
- 1.3.3 Each **STOR Framework Agreement** shall, as between **National Grid** and the **Reserve Provider**, give contractual effect to this **Document** (as amended from time to time subject to and in accordance with sub-paragraph 1.2) and the provisions of this **Document** shall be deemed to be incorporated therein, save that **National Grid** and a **Reserve Provider** may agree, by way of **Special Condition(s)**, to modify, disapply and/or supplement any provision of this **Document** where necessary to accommodate unit specific or site specific technical requirements or as otherwise contemplated by this **Document**, and this **Document** shall be read and construed accordingly.

1.3.4 The terms of the **STOR Framework Agreement** shall remain in force until terminated either:-

(a) by either or both **Parties** in accordance with this **Document**; or

(b) in accordance with the terms of the **STOR Framework Agreement**.

1.3.5 Where the provision of **Short Term Operating Reserve** from any **Generating Unit** and/or other **Plant** and **Apparatus** is dependent on the carrying out of works to such **Generating Unit** and/or other **Plant** and **Apparatus**, then the **Reserve Provider** may not submit a **STOR Tender** with respect thereto unless and until either the **Reserve Provider** shall have agreed the terms of and entered into with **National Grid** a **STOR Framework Agreement** containing the **Mandatory Works Provisions**, or as the case may be an existing **STOR Framework Agreement** shall have been amended in terms to be agreed so as to include the **Mandatory Works Provisions**.

1.3.6 Where the **Reserve Provider** wishes to submit a **Subsequent Year Tender** for one or more **Subsequent Years** comprising a basis for indexation of any or all of the **Contract Prices**, then the **Reserve Provider** shall first agree the terms of and enter into with **National Grid** a **STOR Framework Agreement** containing such indexation methodology, or as the case may be an existing **STOR Framework Agreement** shall be amended in terms to be agreed so as to include such indexation methodology.

1.3.7 The **Reserve Provider's** right to submit **STOR Tender(s)** with respect to any **Generating Unit(s)** and/or other **Plant** and **Apparatus** shall be suspended for so long as the **Delivery Method** specified in the **STOR Framework Agreement** in respect of such **Generating Unit(s)** and/or other **Plant** and **Apparatus** is inaccurate.

1.3.8 For the avoidance of doubt, nothing in this **Document** shall create any rights and/or obligations as between two or more **Reserve Providers**.

1.4 **TENDERS**

Pre-condition to participation

1.4.1 It shall be a pre-condition to participating in any tender process referred to in this Section 1.4 that:-

(a) a **Reserve Provider** shall have entered into a **STOR Framework Agreement** with **National Grid** which relates to the **Generating Unit** and/or other **Plant** and **Apparatus** which shall be the subject of the relevant **STOR Tender**; and

- (b) where applicable, such **STOR Framework Agreement** contains the **Mandatory Works Provisions** and indexation methodology as referred to respectively in sub-paragraphs 1.3.5 and 1.3.6.

Procedures and requirements

- 1.4.2 The detailed procedures and requirements for tendering and assessing **STOR Tender(s)** shall be more particularly specified within the document entitled “Explanation and Tender Guidance Document” which shall be contained in the **ITT Pack**.

Availability Windows and Seasons

- 1.4.3 Without limiting sub-paragraph 1.4.2, each **STOR Tender** shall relate to:-

- (a) all **Availability Windows** in one or more **Seasons**; and
- (b) **Season(s)** falling in either the **First Year** or (as the case may be) one or more **Subsequent Years**.

- 1.4.4 For the purposes of sub-paragraph 1.4.3, the **Availability Windows** and **Seasons** for the **First Year** and each **Subsequent Year** shall be specified by **National Grid** in the relevant **ITT Pack**, but **Subsequent Year Tenders** shall be submitted on the basis that **Availability Windows** and **Seasons** may be changed by **National Grid** in subsequent **ITT Packs** in accordance with paragraphs 1.5 and 1.6.

- 1.4.5 Where a **STOR Contract** is formed in relation to a **Subsequent Year Tender**:-

- (a) the **Availability Windows** and **Seasons** in the **Subsequent Year** in question shall be subject to change pursuant to paragraphs 1.5 and 1.6 such that, for that **Subsequent Year**, the **Availability Windows** and **Seasons** specified in the immediately preceding **ITT Pack** shall prevail; and
- (b) the **Contract Prices** (or, as the case may be, some of them) for **Availability Windows** in that **Subsequent Year** may be subject to adjustment as more particularly described in sub-paragraph 1.6.2.

- 1.4.6 Where any one or more **Availability Window(s)** for **Subsequent Year(s)** are amended pursuant to paragraph 1.6, **National Grid** shall apply the formulae set out in Annexure 1 to this Section 1 to determine an increase (if any) to the **Availability Price(s)** for any such **Availability Windows** designated as **Committed Windows** in the relevant **STOR**

Contract to be applied to any **Committed Windows** for that **Subsequent Year** as more particularly specified therein.

Acceptance and rejection

1.4.7 Following receipt of the **STOR Tender**, **National Grid** may request that the **Reserve Provider** provide or (where applicable) procure that the **Reserve Provider's Agent** provides clarification with regard to any one or more items of technical information contained in the **STOR Tender** for the purpose of enabling **National Grid** to assess that **STOR Tender**.

1.4.8 No later than the relevant date of acceptance specified in the **ITT Pack**, **National Grid** shall issue to each **Reserve Provider** who has submitted a **STOR Tender** a **STOR Tender Acceptance** and/or a **STOR Tender Rejection** indicating whether that **STOR Tender** has (in whole or in part) been accepted or rejected. **National Grid** shall specify in a **STOR Tender Acceptance**:-

- (a) the applicable **Tendered BM Unit** or **Tendered Site**;
- (b) the **Seasons**;
- (c) the **Commencement Date**;
- (d) the **Expiry Date**;
- (e) (where relevant) the **Required Flexible Availability**; and
- (f) where **National Grid** has requested clarification with regard to any one or more items of information contained in the **STOR Tender** in accordance with sub-paragraph 1.4.7 and, subsequent thereto, a material error or ambiguity in the **STOR Tender** is identified, any amendment agreed by **National Grid** and the **Reserve Provider** to the **STOR Tender** to rectify such error or ambiguity,

and in a **STOR Tender Rejection** the applicable **Tendered BM Unit** or **Tendered Site** and those tendered seasons which **National Grid** rejects. **National Grid's** decision shall be final and binding. Failing the issue by such date of a **STOR Tender Acceptance**, **National Grid** shall be deemed to have rejected the **STOR Tender** concerned in its entirety.

1.4.9 For the purpose of sub-paragraph 1.4.8, the **Reserve Provider** may indicate in any **STOR Tender** if that **STOR Tender** is capable of being accepted by **National Grid** only in conjunction with the acceptance of any accompanying **First Year Tender** or **Subsequent Year Tender** (as the case may be) in respect of the same **Tendered BM Unit** or **Tendered**

Site and in each case in respect of all **Seasons** tendered. In default of such indication, **National Grid** shall not be so restricted, and without limitation may accept any **STOR Tender** in respect of some or all **Seasons** tendered.

1.4.10 The issue by **National Grid** of a **STOR Tender Acceptance** shall constitute formation of a **STOR Contract** in relation to the applicable **Tendered BM Unit** or **Tendered Site** which shall be personal to the **Reserve Provider** and shall not be assigned otherwise than in accordance with paragraph 4.5 of Section 4 of this **Document** without the prior written consent of **National Grid**.

1.4.11 Where **National Grid** has accepted a **STOR Tender** in respect of which the **Generating Unit(s)** and/or **Plant** and **Apparatus** is not a **BM Unit**, the **Reserve Provider** shall (where not already provided as part of the **STOR Tender** or in a **STOR Framework Agreement**) provide to **National Grid** the meter point administration number in respect of that **Generating Unit(s)** and **Plant** and **Apparatus** as soon as reasonably practicable following **National Grid's STOR Tender Acceptance**.

1.5 CHANGES TO SEASONS

1.5.1 **Seasons** in any **Subsequent Year** specified from time to time in an **ITT Pack** may be changed by **National Grid** in subsequent **ITT Packs** only in consequence of a **Legislative Clock Change** and to the extent in **National Grid's** sole opinion necessary and/or desirable having regard to its rights and obligations in the **Transmission Licence** and the **Act**.

1.5.2 Where reasonably practicable prior to any **Legislative Clock Change** taking effect, **National Grid** shall prepare and submit to all **Reserve Providers** a methodology (including where applicable modifications, dis-applications and/or supplements to this **Document** by way of **Special Condition(s)**) to apply to all subsisting **STOR Contracts** affected by the **Legislative Clock Change**.

1.5.3 Such methodology shall be designed to ensure that, for the remainder of all subsisting **STOR Contracts** affected by the change in **Season(s)** consequent upon the **Legislative Clock Change**, with respect to the relevant **STOR Contract(s)** the **Reserve Provider** is in no more or less favourable position than would be the case if such change in **Season(s)** had not occurred.

1.5.4 **National Grid** and each **Reserve Provider** with subsisting **STOR Contract(s)** affected by any change in **Season(s)** shall negotiate in good faith amendments to **the Reserve Provider's STOR Framework Agreement** by way of **Special Condition(s)** as required by

the methodology prepared and submitted by **National Grid** pursuant to sub-paragraph 1.5.2 so as to achieve the objective specified in sub-paragraph 1.5.3.

1.6 CHANGES TO AVAILABILITY WINDOWS

1.6.1 **Availability Windows** in any **Season** in any **Subsequent Year** specified from time to time in an **ITT Pack** may be changed by **National Grid** in subsequent **ITT Packs** only upon and subject to the following provisions:-

- (a) the start time of an **Availability Window** may be brought forward or put back but in either case by no more than two hours from the start time for that **Availability Window** specified in a previous **ITT Pack**; and
- (b) the end time of an **Availability Window** may be put back or brought forward but in either case by no more than two hours from the end time for that **Availability Window** specified in a previous **ITT Pack**.

1.6.2 Where a change is made pursuant to sub-paragraph 1.6.1 to any **Availability Window** designated in a **STOR Contract** as a **Committed Window** and falling in a **Subsequent Year**, then **National Grid** shall apply the formulae set out in Annexure 1 to this Section 1 to determine an increase (if any) to the **Availability Price(s)** therein for the **Season** in which such **Availability Window** falls as more particularly specified, with the intent that where the aggregate number of hours in all **Committed Windows** in the **Season** is thereby reduced, the **Reserve Provider** is compensated by a corresponding increase in the **Availability Price** for the **Committed Windows** for that **Season**.

1.6.3 Without prejudice to sub-paragraph 1.6.5, where any change referred to in sub-paragraph 1.6.1 brings forward the start time, or puts back the end time, of a **Committed Window** which has the effect of causing, or in the reasonable opinion of the **Reserve Provider** might have the effect of causing, the **Reserve Provider** to breach the warranty in paragraph 2.10 or 3.10, then the **Reserve Provider** shall so notify **National Grid** in writing and, provided such notice meets the requirements of sub-paragraph 1.6.4:-

- (a) the **Reserve Provider** may submit **Declaration(s)** in respect of the affected part of such **Committed Window** confirming that **Reserve** is unavailable and shall provide a brief explanation thereof in accordance with sub-paragraph 2.2.6 or 3.2.10; and

- (b) such **Declaration(s)** shall not constitute an **Event of Default** for the purposes of this **Document** (notwithstanding that the unavailability is not for technical reasons).

1.6.4 Each notice from the **Reserve Provider** referred to in sub-paragraph 1.6.3 shall:-

- (a) be in writing and received by **National Grid** within 20 **Business Days** of the date on which the relevant **ITT Pack** has been published;
- (b) specify the relevant **Committed Window** and the affected part of parts; and
- (c) be accompanied by details of the agreement or arrangement which would cause, or in the reasonable opinion of the **Reserve Provider** might cause, the **Reserve Provider** to breach the warranty in paragraph 2.10 or 3.10 as aforesaid.

1.6.5 Where any change referred to in sub-paragraph 1.6.1 brings forward the start time and/or puts back the end time of a **Committed Window** then **National Grid** may at its sole discretion notify the **Reserve Provider** in writing that:-

- (a) **Reserve** shall be deemed to be unavailable in respect of such extended part of such **Committed Window** provided always that for the avoidance of doubt such deemed unavailability shall not constitute an **Event of Default** for the purposes of this **Document**; and
- (b) it does not require the **Reserve Provider** to be available to provide **Reserve** during the affected part of such **Committed Window**.

For the avoidance of doubt, the **Reserve Provider's** compliance with any such notice shall not constitute an **Event of Default**.

1.7 **NEW AVAILABILITY WINDOWS**

1.7.1 Without prejudice to paragraph 1.6, **National Grid** may from time to time introduce in an **ITT Pack** one or more new **Availability Windows** in any **Season** upon and subject to the following provisions:-

- (a) any such new **Availability Windows** may only be introduced in **Seasons** in **Subsequent Years**;

- (b) each such new **Availability Window** shall not overlap to any extent with any existing **Availability Window**.

1.7.2 Where in accordance with sub-paragraph 1.7.1 one or more new **Availability Windows** are introduced in a **Season** in respect of which an existing **STOR Contract** applies, then although such new **Availability Window(s)** shall not automatically apply to such **STOR Contract**, the **Reserve Provider** may at its sole discretion elect, by notice in writing to **National Grid** by the date which shall be specified for such purpose in the **ITT Pack**, to re-tender the **STOR Contract**, whereupon sub-paragraph 1.7.3 shall apply.

1.7.3 Where in accordance with sub-paragraph 1.7.2 the **Reserve Provider** elects to re-tender the **STOR Contract**, then it may submit a **STOR Tender** to apply to (inter alia) such new **Availability Window(s)**, and in respect thereof:-

- (a) if accepted by **National Grid**, the **STOR Contract** formed as a result shall replace the existing **STOR Contract** which (without prejudice to all and any accrued rights and obligations of **National Grid** and the **Reserve Provider**) shall automatically terminate with effect from the **Commencement Date** for such new **STOR Contract**; and
- (b) if rejected by **National Grid**, the existing **STOR Contract** shall continue unchanged (for the avoidance of doubt so as not to apply to such new **Availability Window(s)**).

ANNEXURE 1 TO SECTION 1
ADJUSTMENT TO AVAILABILITY PRICES
(COMMITTED WINDOWS ONLY)

Where any one or more **Availability Window(s)** for a **Subsequent Year** are amended pursuant to sub-paragraph 1.6, then, with respect to each affected **Contracted BM Unit or Contracted Site, National Grid** shall apply the formulae set out below to determine an increase (if any) to the **Availability Price(s)** for any **Availability Windows** in that **Subsequent Year** designated as **Committed Windows**:-

$$RAP(S) = \max \left[\left(\frac{AAW(S) \times TAP(S)}{H(S)} \right) \times X \times F, TAP(S) \right]$$

Where:

RAP(S) = the revised **Availability Price** for **Season S** in the **Subsequent Year** in question applicable to all **Committed Windows**

AAW(S) = the aggregate number of hours in all **Committed Windows** in **Season S** in the **Subsequent Year** in question as specified in the **STOR Contract**

TAP(S) = the **Availability Price** for **Season S** in the **Subsequent Year** in question as specified in the **STOR Contract** for the avoidance of doubt as adjusted from time to time in accordance with this **Document** including by indexation pursuant to the **Contracted Indexation Methodology** (if any)

H(S) = the aggregate number of hours in all **Committed Windows** in **Season S** in the **Subsequent Year** in question as amended pursuant to paragraph 1.6

X = 1 where the aggregate number of hours in all **Committed Windows** in **Season S** in the **Subsequent Year** in question have been reduced as a result of the amendment pursuant to paragraph 1.6, otherwise 0

F = 1 where $RAI < OAI$, otherwise 0

where:

$$RAI = \sum_S H(S) \times TAP(S)$$

$$OAI = \sum_S AAW(S) \times TAP(S)$$

where:

\sum_S = summation over all **Seasons S** in the **Subsequent Year** in question in which there are **Committed Windows**

Season S = the **Season** in the **Subsequent Year** in question the subject of amendment pursuant to paragraph 1.6

SECTION 2

SHORT TERM OPERATING RESERVE - BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS

2.1 INTRODUCTION

- 2.1.1 Subject to sub-paragraph 2.1.2, this Section 2 sets out the terms for provision of **Short Term Operating Reserve** where the **Reserve Provider** provides **Short Term Operating Reserve** from **Generating Unit(s)** comprised within a **Production BM Unit** which it has established and registered as such under and in accordance with the **Balancing and Settlement Code**.
- 2.1.2 Where a **STOR Contract** provides that the **Reserve Provider** may procure the performance by a **Reserve Provider's Agent** of certain of its obligations in connection with the provision of **Short Term Operating Reserve** pursuant to this Section 2, paragraphs 2.2 to 2.12 and Annexures 1 to 4 to this Section 2 shall not apply and shall be replaced with paragraphs 2.2 to 2.12 and Annexures 1 to 4 to Section 2 set out in Part 1 of Schedule 1.
- 2.1.3 The provisions of this Section 2 shall apply with respect to a **Reserve Provider** who has submitted a **STOR Tender(s)** which has been accepted (in whole or in part) by **National Grid** in respect of the **BM Unit** specified in such **STOR Tender** pursuant to sub-paragraph 1.4.7 so as to form a **STOR Contract**.

2.2 DECLARATIONS OF AVAILABILITY

Declarations Week Ahead

- 2.2.1 By 10.00 hours each Tuesday (or where not a **Business Day**, the immediately preceding **Business Day**) the **Reserve Provider** shall submit to **National Grid** a notice (a "**Declaration**") in relation to each of the **Contracted BM Units(s)** and in respect of each **Availability Window** in the following **Week**, either:-
- (a) confirming that **Reserve** is available; or
 - (b) indicating that, for reasons related to the technical capability of the **Contracted BM Unit**, **Reserve** is unavailable.

A **Declaration** may be made by the submission of **Grid Code OC 2** data in accordance with the provisions thereof or by facsimile unless otherwise agreed by **National Grid** in writing. Failure to submit a **Declaration** in accordance with this sub-paragraph 2.2.1 shall be deemed to be an indication of unavailability of **Reserve** in the following **Week**, and in respect thereof the **Reserve Provider** shall not be entitled to revise availability of **Reserve**

in accordance with sub-paragraph 2.2.2. For the avoidance of doubt, a notice served pursuant to this sub-paragraph 2.2.1 indicating in relation to a **Contracted BM Unit** that 0 MW of **Reserve** is available in respect of each **Availability Window** in the following **Week** shall constitute a **Declaration**.

Revisions to Declarations pre Gate Closure

2.2.2 Where, at any time prior to **Gate Closure** in respect of the first **Settlement Period** within a **Pre-Window Instruction Period**, the **Reserve Provider** becomes aware of changes in the technical capabilities of a **Contracted BM Unit** previously the subject of a **Declaration**, it shall revise that **Declaration** forthwith by serving a notice on **National Grid** (a “**Redeclaration**”) either:-

- (a) confirming that **Reserve** will be available during that **Availability Window**; or
- (b) indicating that, for reasons related to the technical capability of the **Contracted BM Unit**, **Reserve** will not be available during that **Availability Window**,

provided always that, where the **Reserve Provider** issues a **Redeclaration** after 05.00 hours on the **Operational Day** immediately preceding the **Operational Day** in which the relevant **Availability Window** falls, the **Redeclaration** shall be made by way of an appropriate revision to the **Maximum Export Limit** of the relevant **Contracted BM Unit** in accordance with the **Grid Code**.

Contracted Availability Windows

2.2.3 For the purposes of this Section 2, a “**Contracted Availability Window**” in relation to any **Contracted BM Unit** is an **Availability Window** in respect of which the **Declaration** or **Redeclaration** current as at **Gate Closure** in respect of the first **Settlement Period** of the **Pre-Window Instruction Period** indicates that **Reserve** will be available from that **Contracted BM Unit** during that **Availability Window**.

Revisions to Declarations post Gate Closure

2.2.4 Where, during:-

- (a) the **Gate Closure Period** in respect of the first **Settlement Period** within a **Pre-Window Instruction Period**; or
- (b) a **Pre-Window Instruction Period**; or
- (c) a **Contracted Availability Window**,

the **Reserve Provider** becomes aware of a change in the availability of **Reserve** such that, for reasons related to the technical capability of that **Contracted BM Unit**, **Reserve** will be unavailable from that **Contracted BM Unit**, it shall notify **National Grid** forthwith by way of an appropriate revision to the **Maximum Export Limit** of the relevant **Contracted BM Unit** in accordance with the **Grid Code** (“a **Redeclaration**”).

Deemed Unavailability

2.2.5 **Reserve** shall be deemed to be unavailable from a **Contracted BM Unit** from the time at which a **Redeclaration** is given by the **Reserve Provider** pursuant to sub-paragraph 2.2.4 until the commencement of the next **Availability Window** in respect of which the **Reserve Provider** subsequently serves a **Declaration** or **Redeclaration** indicating that **Reserve** will be available from that **Contracted BM Unit**.

Reasons for Unavailability

2.2.6 Each indication of unavailability by the **Reserve Provider** pursuant to any or all of sub-paragraphs 2.2.1(b), 2.2.2(b) or 2.2.4 shall, upon request from **National Grid** and as soon as reasonably practicable thereafter, be followed by an explanation in reasonable detail of the reasons for such unavailability.

Events of Default

2.2.7 In the event that:-

- (a) the **Reserve Provider** serves a **Redeclaration** in respect of any **Contracted Availability Window** pursuant to sub-paragraph 2.2.4; or
- (b) the **Reserve Provider** fails to serve a **Redeclaration** in respect of any **Availability Window** or **Contracted Availability Window** pursuant to sub-paragraphs 2.2.2 or 2.2.4 forthwith upon becoming aware of the unavailability of **Reserve**; or
- (c) no explanation is given by the **Reserve Provider** as required by sub-paragraph 2.2.6 or **National Grid** has reasonable grounds for believing that such unavailability is unrelated to the technical capability of the **Contracted BM Unit** concerned,

then paragraph 2.5 (Events of Default and Consequences) shall apply.

Substitution of Contracted BM Units

2.2.8 If the **Reserve Provider** anticipates that a **Contracted BM Unit** may become unavailable to provide **Reserve** during part of the remaining term of the **STOR Contract**, the **Reserve Provider** may request, by notice in writing to **National Grid**, that the **Contracted BM Unit** in question be substituted for the period of such unavailability by another **BM Unit** (the “**Substitute BM Unit**”) in respect of which the **Reserve Provider** is **Lead Party**. **National Grid** may (acting reasonably) either accede to or decline such request, and in reaching its decision shall have regard to the proximity and similarity of the **Substitute BM Unit** to the **Contracted BM Unit**. If **National Grid** accepts such request, the substitution of the **Contracted BM Unit** (the “**Substituted BM Unit**”) by the **Substitute BM Unit** shall not become effective unless the **STOR Contract** is duly amended in accordance with sub-paragraph 2.2.14 to reflect such substitution.

2.2.9 In any notification pursuant to sub-paragraph 2.2.8, the **Reserve Provider** shall indicate to **National Grid** the **Availability Window(s)** in respect of which the **Reserve Provider** proposes that such substitution shall apply, provided always that the relevant **Availability Window(s)** shall not be **Availability Window(s)** in respect of the **Substitute BM Unit**.

Replacement of Contracted BM Units

2.2.10 Without prejudice to the **Reserve Provider**’s right to request the substitution of a **Contracted BM Unit** in accordance with sub-paragraph 2.2.8, the **Reserve Provider** may also request, by notice in writing to **National Grid**, that any **Contracted BM Unit** be replaced for the remainder of the term of the relevant **STOR Contract** by another **BM Unit** (the “**Replacement BM Unit**”) in respect of which the **Reserve Provider** is **Lead Party**. **National Grid** may (acting reasonably) either accede to or decline such request, and in reaching its decision shall have regard to the proximity and similarity of the **Replacement BM Unit** to the **Contracted BM Unit**. If **National Grid** accepts such request, the replacement of the **Contracted BM Unit** (the “**Replaced BM Unit**”) by the **Replacement BM Unit** shall not become effective until such time as the **STOR Contract** is duly amended in accordance with sub-paragraph 2.2.14 to reflect such replacement.

Effect of substitution and replacement

2.2.11 Subject always to the provisions of sub-paragraphs 2.2.8 to 2.2.10 inclusive, the effect of substitution and replacement in accordance with the provisions thereof shall be to treat the **Substitute BM Unit** or **Replacement BM Unit** (as the case may be) as the **Contracted BM Unit** for all purposes of this Section 2 and the **STOR Contract**, and for the duration of any such substitution or replacement this Section 2 and the **STOR Contract** shall be read and construed accordingly.

Request for reduction in Contracted MW

2.2.12 The **Reserve Provider** may, by written notice to **National Grid**, request a reduction in the **Contracted MW** of a **Contracted BM Unit** for one or more **Seasons**, provided that:-

- (a) such reduction is necessitated by a change in the technical capability of the **Contracted BM Unit** which occurred after the submission of the **STOR Tender** by the **Reserve Provider**, and such change could not reasonably have been foreseen by the **Reserve Provider** as likely to occur at the time that the **STOR Tender** was submitted;
- (b) the **Reserve Provider** provides **National Grid** with evidence which is reasonably satisfactory to **National Grid** of the change in technical capability of the **Contracted BM Unit** and
- (c) the resulting reduced level of **Contracted MW** is not less than 3 MW.

2.2.13 Upon receipt of any request made by the **Reserve Provider** pursuant to sub-paragraph 2.2.12 **National Grid** shall not unreasonably withhold or delay its consent to such request, but the reduction in **Contracted MW** of the relevant **Contracted BM Unit** shall not become effective until such time as the **STOR Contract** is duly amended in accordance with sub-paragraph 2.2.14 to reflect such reduction.

Amendment of STOR Contract

2.2.14 For the purposes of sub-paragraphs 2.2.8, 2.2.10 and 2.2.13, the **STOR Contract** may only be amended by agreement in writing signed by or on behalf of **National Grid** and the **Reserve Provider**.

2.3 UTILISATION

BM Unit Data submission

2.3.1 Subject always to sub-paragraph 2.3.8, the **Reserve Provider** shall submit to **National Grid**, in respect of the relevant **Contracted BM Unit** and in accordance with the **Grid Code**, **BM Unit Data** comprising:

- (a) for the duration of **Pre-Window Instruction Periods** and **Contracted Availability Windows**:-
 - (i) a **Physical Notification** as at **Gate Closure** of less than or equal to zero;

- (ii) a **Maximum Export Limit** of no less than the **Contracted MW**; and
- (iii) a **Stable Export Limit** of no greater than the lesser of the **Maximum Export Limit** and **Contracted MW**,

reflecting a physical position sufficient to enable submission of **Bid-Offer Data** in accordance with paragraph (b) below;

- (b) in respect of each **Settlement Period** comprised in **Pre-Window Ramping Periods**, **Contracted Availability Windows** and **Post-Window Ramping Periods**, **Bid-Offer Data** comprising a **Bid-Offer Pair No 1** with:
 - (i) a MW range from 0 MW to a MW level greater than or equal to the **Contracted MW**;
 - (ii) an **Offer Price** identical to the **Contract Bid-Offer Price**; and
 - (iii) a **Bid Price** which is greater than or equal to the **Offer Price**;
- (c) for the duration of **Pre-Window Instruction Periods**, **Contracted Availability Windows** and **Post-Window Ramping Periods**, associated **Dynamic Parameters** and other relevant **BM Unit Data** consistent with the **Technical Parameters**,

such that **Reserve** is made available to **National Grid** for utilisation pursuant to this Section 2 by the issue of **Bid-Offer Acceptance(s)**.

Events of Default –Submission of BM Unit Data

2.3.2 In the event that the **Reserve Provider** has failed, in respect of any **Settlement Period** contained in a **Contracted Availability Window** and/or associated **Pre-Window Instruction Period** (including the **Pre-Window Ramping Period**) and/or associated **Post-Window Ramping Period**, to submit **BM Unit Data** in respect of the relevant **Contracted BM Unit** in accordance with sub-paragraph 2.3.1, then paragraph 2.5 (Events of Default and Consequences) shall apply unless the failure is in respect of:-

- (a) a **Settlement Period** contained in a **Recovery Period**; and/or
- (b) a **Contracted Availability Window** to which sub-paragraph 2.3.8 applies; and/or

(c) an **Offer Price** which is less than the **Contract Bid-Offer Price** during any **Pre-Window Ramping Period** or **Post-Window Ramping Period**.

2.3.3 In the event that **Reserve** has been declared or redeclared (or deemed) unavailable pursuant to the provisions of this Section 2 and the **Reserve Provider** submits, in respect of any **Contracted BM Unit**, a **Physical Notification** of greater than zero in respect of any **Settlement Period** contained within any affected **Availability Window** and/or **Pre-Window Instruction Period** then, save where sub-paragraph 2.3.9 applies, paragraph 2.5 (Events of Default and Consequences) shall apply.

2.3.4 In the event that, in respect of any **Settlement Period** contained in a **Contracted Availability Window** and/or associated **Pre-Window Instruction Period** and/or **Post-Window Ramping Period**, the **Reserve Provider** exports **Active Power** to the **Total System** from the relevant **Contracted BM Unit** otherwise than pursuant to **Bid-Offer Acceptance(s)**, then paragraph 2.5 (Events of Default and Consequences) shall apply.

Instruction to provide Reserve

2.3.5 **National Grid** may utilise **Reserve** made available by the **Reserve Provider** pursuant to sub-paragraph 2.3.1 by the issue of one or more **Bid-Offer Acceptances** in respect of a **Contracted BM Unit** in accordance with the **Grid Code**.

Provision of Reserve

2.3.6 The **Reserve Provider** shall, commencing on or before the expiry of the **Response Time**, provide **Reserve** from a **Contracted BM Unit** in a **Contracted Availability Window** in accordance with **Bid-Offer Acceptance(s)** issued by **National Grid** in accordance with sub-paragraph 2.3.5 continuously until the earlier of:-

- (a) the expiry of the **Maximum Utilisation Period**;
- (b) the time implied in **Bid-Offer Acceptance(s)** issued by **National Grid** in respect of that **Contracted BM Unit** pursuant to sub-paragraph 2.3.5; and
- (c) the end of the relevant **Contracted Availability Window**,

provided that no such obligation shall arise in respect of any **Bid-Offer Acceptance** rejected by the **Reserve Provider** pursuant to **Grid Code BC2.7.3**.

Events of Default – Provision of Reserve

2.3.7 In the event that in respect of any **Contracted BM Unit**:-

- (a) the **Reserve Provider** fails to provide **Reserve** at a level at least 90% of the volume in MWh of energy instructed to be delivered in accordance with the relevant **Bid-Offer Acceptance** (shown as QME_{ij} in Part IV of Annexure 1 to this Section 2) in the **Settlement Period** in which the **Response Time** ends;
- (b) the volume in MWh of **Reserve** provided by the **Reserve Provider** in accordance with one or a series of contiguous **Bid-Offer Acceptance(s)** issued in accordance with sub-paragraph 2.3.5 is less than 90% of the volume in MWh of energy instructed to be delivered in accordance with such **Bid-Offer Acceptance(s)** (shown as QME_{ij} in Part IV of Annexure 1 to this Section 2);
- (c) the **Reserve Provider** fails to provide **Reserve** continuously at a level of at least 90% of the **Contracted MW** until the first to occur of the times described in sub-paragraphs 2.3.6(a), (b) and (c); or
- (d) a **Bid-Offer Acceptance** is rejected by the **Reserve Provider** (other than in accordance with **Grid Code BC2.7.3(b)** and whether for reasons of safety or otherwise),

paragraph 2.5 (Events of Default and Consequences) shall apply in respect of any such failure, and the **Reserve Provider** shall be deemed not to have made **Reserve** available from that **Contracted BM Unit** in respect of subsequent **Contracted Availability Windows** unless and until availability is restored under and in accordance with sub-paragraph 2.12.5.

Recovery Periods

2.3.8 In the case where the issue of a **Bid-Offer Acceptance** (whether for **Reserve** or otherwise) is associated with a **Minimum Zero Time** which ends in the **Pre-Window Instruction Period** for a subsequent **Contracted Availability Window**, then:

- (a) **Reserve** shall be deemed to be unavailable from that **Contracted BM Unit** in respect of all **Settlement Periods** comprised in that subsequent **Contracted Availability Window** and **National Grid** shall be under no liability pursuant to sub-paragraph 2.4.1 to pay a **Reserve Availability Payment** in respect of the **Settlement Periods** comprised in the subsequent **Contracted Availability Window**; and
- (b) the **Reserve Provider** may, in relation to that **Contracted BM Unit**, submit **BM Unit Data** in respect of any **Settlement Period** comprised in that subsequent **Contracted Availability Window** and associated **Pre-Window Instruction**

Period and **Post-Window Ramping Period** which is not in accordance with sub-paragraph 2.3.1.

Planned Outages

2.3.9 Sub-paragraph 2.3.3 shall not apply where the **Generator** submits, in respect of any **Contracted BM Unit**, a **Physical Notification** of greater than zero in respect of a **Settlement Period** comprised in a planned outage period relating to such **Contracted BM Unit** which is notified in advance to **National Grid** in accordance with **Grid Code OC 2** and where:-

- (a) the **Reserve Provider** provides evidence reasonably satisfactory to **National Grid** of its requirement for such planned outage and that it is reasonably necessary to test the operation of the **Contracted BM Unit** during the planned outage period; and
- (b) **National Grid** agrees (in writing) to waive its right to enforce the provisions of sub-paragraph 2.3.3 and paragraph 2.5 (Events of Default and Consequences).

2.4 PAYMENT

Reserve Availability Payment

2.4.1 **National Grid** shall pay to the **Reserve Provider**, in accordance with paragraph 4.2, in respect of **Contracted Availability Windows** in each month, an amount (“the **Reserve Availability Payment**”) calculated in accordance with the formula set out in Part I of Annexure 1 to this Section 2.

Seasonal Delivery Reconciliation

2.4.2 At the end of each **Season**, where in respect of any **Contracted BM Unit National Grid** determines that the aggregate volume in MWh of **Reserve** provided by the **Reserve Provider** from that **Contracted BM Unit** (shown as QM_{ij} in Part IV of Annexure 1 to this Section 2) in respect of all utilisations during that **Season** is less than 95% of the aggregate of:-

- (a) the aggregate volume in MWh of **Reserve** instructed to be delivered by the issue of **Bid-Offer Acceptances** in accordance with sub-paragraph 2.3.5, plus
- (b) the aggregate **Deemed Rejected Instruction Volumes** (if any),

then the **Reserve Provider** shall pay to **National Grid** in accordance with paragraph 4.2 an amount (if any) (“the **Seasonal Delivery Reconciliation Payment**”) calculated in accordance with the formula set out in Part II of Annexure 1 to this Section 2.

Committed Availability Reconciliation

2.4.3 At the end of each **STOR Year** during the term of a **STOR Contract**, the **Reserve Provider** shall pay to **National Grid** in accordance with paragraph 4.2 an amount (if any) (“the **Committed Availability Reconciliation Payment**”) calculated in accordance with the formula set out in Part III of Annexure 1 to this Section 2, in respect of the **Availability Windows** during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any of the **Contracted BM Units** during that **STOR Year**.

2.4.4 Where a **STOR Contract** is terminated pursuant to paragraph 2.5 or paragraph 4.4 or the **STOR Contract** expires during a **STOR Year**, then for the purposes of sub-paragraph 2.4.3 the **Reserve Provider** shall pay to **National Grid** in accordance with paragraph 4.2 the amount (if any) calculated in accordance with the formula set out in Part III of Annexure 1 to this Section 2, in respect of **Contracted Availability Windows** during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any of the **Contracted BM Units** in respect of the period from either:-

(a) the commencement of the **STOR Year** in which such termination occurs; or (if later)

(b) the **Commencement Date** of that **STOR Contract**,

until the date of termination or expiry of that **STOR Contract**.

2.4.5 Where the **Commencement Date** of a **STOR Contract** does not coincide with the commencement of a **STOR Year**, then for the purposes of sub-paragraph 2.4.3 the **Reserve Provider** shall pay to **National Grid** in accordance with paragraph 4.2 the amount (if any) calculated in accordance with the formula set out in Part III of Annexure 1 to this Section 2, in respect of **Contracted Availability Windows** during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any of the **Contracted BM Units** in respect of the period from the **Commencement Date** of the **STOR Contract** until either:-

(a) the end of the **STOR Year** in which the **Commencement Date** falls; or (if earlier)

(b) the date of termination of that **STOR Contract**.

2.5 EVENTS OF DEFAULT AND CONSEQUENCES

Withholding of Reserve Availability Payments

2.5.1 Upon each occurrence of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 2:-

A, B, C, D, E, F, H, I, J, K

the **Reserve Availability Payment** otherwise payable by **National Grid** to the **Reserve Provider** shall be reduced as more particularly described in the respective column in the table in Annexure 2 to this Section 2.

Reduction in Availability Prices

2.5.2 Without prejudice to **National Grid**'s rights pursuant to this paragraph 2.5, where at the end of a calendar month **National Grid** determines that in respect of one or more **Availability Window(s)** during that calendar month one or more of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 2:

A, B, C, D, E, F, G, H, K

have occurred (otherwise than as a result of **Force Majeure**) in those **Availability Window(s)** or in any associated **Pre-Window Instruction Period(s)** or **Post Window Run Down Period(s)** in respect of any one **Contracted BM Unit** (including any **Substitute BM Unit** in respect of periods when that **Contracted BM Unit** is a **Substituted BM Unit**, and including any **Replacement BM Unit** in respect of periods when that **Contracted BM Unit** is a **Replaced BM Unit**) then **National Grid** shall be entitled (at its sole discretion) to reduce the **Availability Price** in respect of the relevant **Contracted BM Unit** in respect of that calendar month by one percent for each **Availability Window** in question, subject always to a maximum reduction of 30% of the **Availability Price**, provided always that **National Grid** shall use reasonable endeavours to notify the **Reserve Provider** of the relevant **Events of Default** and number of relevant **Availability Windows** prior to issuing the relevant **Monthly Statement** in which such reduction in **Availability Price** shall be applied.

Termination of STOR Contract

2.5.3 **National Grid** may in its absolute discretion terminate a **STOR Contract** forthwith by notice in writing to the **Reserve Provider** in the following circumstances:-

- (a) where the **Reserve Provider** persistently fails to make available and/or provide **Reserve** from the relevant **Contracted BM Unit** (including any **Substitute BM**

Unit in respect of periods when that **Contracted BM Unit** is a **Substituted BM Unit**, and any **Replacement BM Unit** in respect of periods when that **Contracted BM Unit** is a **Replaced BM Unit**) and such failure amounts to an intentional or reckless breach or disregard by the **Reserve Provider** of its obligations under this Section 2 and/or the **STOR Contract**; or

- (b) where, for the purposes of the **Balancing and Settlement Code**, the **Reserve Provider** ceases to be the **Lead Party** in respect of any or all of the **Contracted BM Unit, Substitute BM Unit(s) or Replacement BM Unit**; or
- (c) (without prejudice to **National Grid**'s rights under sub-paragraph 2.10.1) where, the **Reserve Provider** has breached the provisions of sub-paragraph 2.10.1 in respect of the **Contracted BM Unit**.

2.5.4 Where, in respect of any one **Contracted BM Unit** (including any **Substitute BM Unit** in respect of periods when that **Contracted BM Unit** is a **Substituted BM Unit**, and including any **Replacement BM Unit** in respect of periods when that **Contracted BM Unit** is a **Replaced BM Unit**) the number of **Availability Windows** in respect of which one or more of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 2:-

A, B, C, D, E, F, G, H, I, J, K, L

occurs exceeds either:-

- (a) 3 in any **Season**; or
- (b) 8 within a twelve month period during the term of the **STOR Contract**,

National Grid may in its absolute discretion but subject always to sub-paragraph 2.5.5 and 4.4.6 terminate a **STOR Contract** forthwith by notice in writing to the **Reserve Provider**.

2.5.5 **National Grid**'s rights pursuant to sub-paragraph 2.5.4 above shall, for the avoidance of doubt, arise upon the occurrence of the fourth (or the ninth, as the case may be) **Availability Window** in respect of which one or more **Events of Default** occurs and each such successive **Availability Window** thereafter, but with respect to each such occurrence shall only be capable of being exercised within a period of 60 **Business Days** after the date upon which **National Grid** shall first become entitled to exercise such right to terminate (which, for the avoidance of doubt, shall not be before any period of suspension of the **STOR Contract** pursuant to sub-paragraph 4.4.6).

- 2.5.6 Where the **Reserve Provider** has, in respect of a **Contracted BM Unit**, failed two or more consecutive **Reproving Tests** conducted in accordance with sub-paragraph 2.12.5, **National Grid** may in its absolute discretion but subject always to sub-paragraph 4.4.6 terminate the **STOR Contract** in respect of the **Contracted BM Unit** in question by notice in writing to the **Reserve Provider**.
- 2.5.7 Not Used.
- 2.5.8 Termination of any **STOR Contract** shall not affect any accrued rights or liability of either **Party** nor the coming into effect or continuance of any provision thereof which is expressly or by implication intended to come into force or effect after such termination.

Recovery of monies from Reserve Provider

- 2.5.9 Without prejudice to **National Grid**'s rights pursuant to this paragraph 2.5, upon each occurrence of the following **Event of Default** as more particularly described in Annexure 2 to this Section 2:-

G

National Grid reserves the right, where **National Grid** has issued **Bid-Offer Acceptance(s)** in accordance with sub-paragraph 2.3.5 in respect of the relevant **Contracted BM Unit** in order to instruct the **Reserve Provider** not to provide **Reserve** from the relevant **Contracted BM Unit**, to recover from the **Reserve Provider** in respect of each relevant **Settlement Period** an amount equal to the difference between the **Contract Bid-Offer Price** and the actual **Bid Price** submitted by the **Reserve Provider** multiplied by the MWh deliverable pursuant to the **Bid-Offer Acceptance(s)**.

- 2.5.10 For the purposes of this paragraph 2.5, it is acknowledged that the same occurrence or failure may constitute more than one **Event of Default**.
- 2.5.11 For the avoidance of doubt, the consequences of any **Event of Default** specified or referred to in this paragraph 2.5 shall not relieve the **Reserve Provider** from any of its obligations pursuant to the **Grid Code**, nor relieve either of the **Parties** from any of their obligations pursuant to the **Balancing and Settlement Code**.

2.6 GRID CODE AND DISTRIBUTION CODE

The provision by the **Reserve Provider** of **Reserve** shall not relieve it of any of its obligations or affect such obligations (where applicable) set out in the **Grid Code** (including without limitation its obligations (if any) to provide **Demand** control when instructed by **National Grid** pursuant to **Grid Code OC 6**) or in the **Distribution Code** of its host **Public Distribution System Operator**.

2.7 MAINTENANCE OF CONTRACTED BM UNITS

The **Reserve Provider** shall maintain the **Contracted BM Units** and **Substitute BM Units** to such a standard that the **Reserve Provider** can meet its obligations to provide **Reserve** in accordance with the terms of this **Document** and any **STOR Contract(s)**.

2.8 WEEKLY AND ANNUAL LIMITS AND REVISION OF CONTRACT BID-OFFER PRICE

2.8.1 Where, in any **Week** or during any **STOR Year** during the term of the relevant **STOR Contract**, the number of relevant **Utilisations** in relation to a **Contracted BM Unit** has equalled or exceeded, respectively for that **Contracted BM Unit**, the relevant **Weekly Limit** (if any) and/or **Annual Limit** (if any), the **Reserve Provider** may notify **National Grid** by facsimile in the form set out in Part I of Annexure 3 to this Section 2 of a revised **Contract Bid-Offer Price** in respect of that **Contracted BM Unit** to apply for the remainder of the **Week** or **STOR Year** (as the case may be) provided always that such revised **Contract Bid-Offer Price** shall not apply any earlier than the commencement of the first **Operational Day** following the **Operational Day** in which **National Grid** receives such facsimile notification. Upon receipt of such notice **National Grid** shall as soon as reasonably practicable thereafter acknowledge safe receipt by facsimile in the form set out in Part I of Annexure 3 to this Section 2.

2.8.2 Until the commencement of the **Operational Day** referred to in sub-paragraph 2.8.1, the **Contract Bid-Offer Price** which shall apply in respect of that **Contracted BM Unit** shall be the relevant price set out in the **STOR Contract**.

2.8.3 For the avoidance of doubt, where **National Grid** issues one or a series of contiguous **Bid-Offer Acceptance(s)** in respect of a **Contracted BM Unit** during a **Contracted Availability Window** either:-

- (a) where the **Reserve Provider** has failed to comply with its obligations pursuant to sub-paragraph 2.3.1(b) in respect of the **Bid Price** and/or **Offer Price**; or
- (b) in respect of a **Reproving Test**,

then this shall not, for the purposes of this paragraph 2.8, constitute a relevant **Utilisation**.

2.9 WARRANTY AND INDEMNITY

- 2.9.1 The **Reserve Provider** hereby warrants to **National Grid** that, where any **Contracted BM Unit** is **Embedded**, the entering into of a **STOR Contract** in respect of such **Contracted BM Unit** and the provision by it of **Reserve** does not and will not cause the **Reserve Provider** to be in breach of or to otherwise be non-compliant with any **Connection Agreement** and/or agreement for the supply of electricity to that **Contracted BM Unit** and/or for the acceptance of electricity into, and its delivery from, a **User System** or any other **System**.
- 2.9.2 The **Reserve Provider** agrees that it will not make available and provide **Reserve** from the relevant **Contracted BM Unit** to **National Grid** hereunder if such availability and/or provision would cause the **Reserve Provider** to be in breach or non-compliance as described in sub-paragraph 2.9.1, and if it fails to make available and/or provide **Reserve** on such grounds the **Reserve Provider** will:-
- (a) notify **National Grid** in accordance with sub-paragraph 2.2.4; and
 - (b) provide to **National Grid** to **National Grid**'s reasonable satisfaction such written statement and all such supporting evidence as shall be necessary to demonstrate how compliance would cause such breach or non-compliance.
- 2.9.3 In the event that the **Reserve Provider** makes available and/or provides **Reserve** to **National Grid** which causes the **Reserve Provider** to be in breach or non-compliance as described in sub-paragraph 2.9.1 above, the **Reserve Provider** shall indemnify **National Grid** against all and any claims made against **National Grid** by the **Reserve Provider**'s host **Public Distribution System Operator** or any other person connected to or using the **Public Distribution System Operator**'s **User System** or any other **User System** or the owner or operator of any **User System** or any other person arising out of or resulting from such breach or non-compliance. Such indemnity shall include any legal costs and expenses reasonably incurred in the contesting of such claims including court costs and reasonable attorney's fees and other professional advisors' fees. The **Parties** agree and accept that, for the purposes of sub-paragraph 4.3.3, all such legal costs and expenses expressed to be the subject of such indemnity shall be treated as direct losses.
- 2.9.4 In the event of any such claim referred to in sub-paragraph 2.9.3 above or any third party claim under sub-paragraph 2.9.5 being made against **National Grid**, **National Grid** shall as soon as reasonably practicable give notice of the claim together with all relevant supporting documentation to the **Reserve Provider**. The **Reserve Provider** shall be entitled, upon written notice to **National Grid** and subject to **National Grid** receiving from the **Reserve**

Provider such reasonable undertakings as **National Grid** shall reasonably require to protect **National Grid** against damage to its name, to assume, at its own expense, sole conduct of all proceedings relating to such claim including the right to contest such claim in the name of **National Grid** and **National Grid** shall supply the **Reserve Provider** with all information, assistance and particulars reasonably required by the **Reserve Provider** in connection therewith. **National Grid** shall not accept, settle, pay or compromise any such claim without the prior written approval of the **Reserve Provider** (such approval not to be unreasonably withheld or delayed). The **Reserve Provider** shall reimburse **National Grid**'s reasonable expenses incurred in connection with the provision of any such information, assistance or particulars in the contesting of any such claim.

2.9.5 The **Reserve Provider** warrants to **National Grid** that, on the date of the **STOR Contract** it is not, and it hereby undertakes that at all times throughout the term of each **STOR Contract** it will not be, in breach of the terms of the **Undertaking**, and, subject always to sub-paragraph 2.9.6, the **Reserve Provider** will indemnify **National Grid** against any losses, liabilities, claims, expenses and demands which **National Grid** suffers as a direct result of the **Reserve Provider** being in breach of the warranty set out in this sub-paragraph 2.9.5.

2.9.6 The amount or amounts for which the **Reserve Provider** may be liable to **National Grid** pursuant to sub-paragraph 2.9.5 shall not exceed the sum of £250,000 per **STOR Contract**.

2.10 PROVISION OF OTHER SERVICES

2.10.1 The **Reserve Provider** hereby warrants to **National Grid** that, on the **Commencement Date**, it is not a party to an agreement or arrangement with its host **Public Distribution System Operator** or electricity supplier or other person to provide any service from any **Contracted BM Unit** the provision of which impairs the **Reserve Provider**'s ability to provide **Reserve** and/or perform its obligations under a **STOR Contract** and that, subject always to sub-paragraph 2.10.2, it will indemnify **National Grid** against any losses, liabilities, claims, expenses and demands which **National Grid** suffers as a direct result of a breach by the **Reserve Provider** of the provisions of this sub-paragraph 2.10.1. Notwithstanding such warranty, where any agreement or arrangement results during the term of a **STOR Contract** in the impairment of the ability of the **Reserve Provider** to provide **Reserve** and/or perform its obligations under such **STOR Contract**, then the **Reserve Provider** undertakes to reimburse to **National Grid** all and any losses, liabilities, claims, expenses and demands reasonably incurred or suffered by **National Grid** as a result of the **Reserve Provider**'s ability to provide **Reserve** and/or perform its obligations under such **STOR Contract** being thereby impaired.

- 2.10.2 The amount or amounts for which the **Reserve Provider** may be liable to **National Grid** pursuant to sub-paragraph 2.10.1 shall not exceed the sum of £250,000 per **STOR Contract**.
- 2.10.3 Where during the term of a **STOR Contract** the **Reserve Provider** intends to enter into an agreement or arrangement with its host **Public Distribution System Operator** or electricity supplier or other third party to provide any service from the relevant **Contracted BM Unit** or to utilise the related connection assets as identified in the **Connection Agreement(s)** for the **Contracted BM Unit** the provision or use of which, in either case, impairs the **Reserve Provider's** ability to provide **Reserve** and/or perform its obligations under the **STOR Contract**, the **Reserve Provider** shall notify **National Grid**, in accordance with paragraph 4.8, as soon as reasonably practicable before entering into such agreement or arrangement. Upon and with effect from the entering into of any such agreement or arrangement, **National Grid** shall have the right to terminate the **STOR Contract** forthwith and serve a notice to that effect in accordance with paragraph 4.8.
- 2.10.4 For the avoidance of doubt, the availability in any **Settlement Period** comprised in an **Availability Window** of an increase in **Generation** from any **Contracted BM Unit** or any part thereof for the benefit of any third party (including without limitation the **Reserve Provider's** host **Public Distribution System Operator** or electricity supplier) shall be deemed for the purposes of sub-paragraphs 2.10.1, 2.10.2 and 2.10.3 to impair the **Reserve Provider's** ability to provide **Reserve** from that **Contracted BM Unit**.

2.11 COMMUNICATIONS

- 2.11.1 Subject to sub-paragraph 2.11.2, all communications between the **Parties** pursuant to this Section 2 (including without limitation **Declarations** and **Redeclarations**) shall be given via **EDL** save as may be otherwise agreed by the **Parties**. If, for whatever reason, **EDL** shall at any time during the term of the **STOR Contract** become unavailable, then to that extent all **Declarations** and **Redeclarations** and other communications of whatever nature which concern the availability and utilisation of **Reserve** shall be given by such other means as may be agreed between the **Parties**.
- 2.11.2 Any communications required by this Section 2 to be given in writing shall be made and deemed to have been received in accordance with paragraph 4.8 save as may be otherwise agreed by the **Parties**.

2.12 MONITORING, METERING AND TESTING

Monitoring and Metering

- 2.12.1 The volume of **Reserve** delivered and the time of delivery of **Reserve** pursuant to **Bid-Offer Acceptance(s)** shall be monitored by **National Grid** from time to time.
- 2.12.2 The relationship between the **Parties** with respect to **Energy Metering Equipment** shall be regulated by Section L of the **Balancing and Settlement Code**.
- 2.12.3 The relationship between the **Parties** with respect to **Operational Metering Equipment** shall be regulated by Paragraph 6.7.3 of the **Connection and Use of System Code**.
- 2.12.4 The availability and delivery of **Reserve** from a **Contracted BM Unit** shall be verified by **National Grid** by (inter alia) monitoring certain **BM Unit Data** and the carrying out of certain checks as described in Annexure 4 to this Section 2.

Testing

- 2.12.5 Where the **Reserve Provider** is determined by **National Grid** to have failed to provide **Reserve** from a **Contracted BM Unit** in accordance with sub-paragraph 2.3.6, **National Grid** shall notify the **Reserve Provider** of such failure (hereinafter referred to as a “**Delivery Failure**”) as soon as reasonably practicable thereafter and, save as provided in sub-paragraph 2.12.6, the **Reserve Provider** shall, for the purposes of sub-paragraph 2.4.1, be deemed not to have made **Reserve** available from the **Contracted BM Unit** with effect from the time at which the **Delivery Failure** occurred until such time as the **Reserve Provider** shall be deemed to have restored the availability of **Reserve** from the **Contracted BM Unit** in accordance with the following provisions:-

- (a) The **Reserve Provider** shall, during the period commencing at the time of **National Grid**'s notification and ending either:-
- (i) when a successful **Reproving Test** is carried out in accordance with this sub-paragraph 2.12.5; or
- (ii) at the time of expiry of the **Permitted Test Period** if no **Reproving Test** is carried out by **National Grid**,

continue, in respect of the relevant **Contracted BM Unit**, to comply with its obligation to make **Declarations** and/or **Redeclarations** in accordance with paragraph 2.2 and (where appropriate) to comply with the requirements of sub-paragraph 2.3.1.

- (b) At any time during the period of fourteen **Operational Days** after the time of notification by **National Grid** referred to in sub-paragraph 2.12.5(a) (“the **Permitted Test Period**”), **National Grid** may in any **Contracted Availability Window** issue **Bid-Offer Acceptance(s)** in respect of the **Contracted BM Unit** in accordance with sub-paragraph 2.3.5 (“a **Reproving Test**”) in order to verify the availability of **Reserve** from the **Contracted BM Unit**.
- (c) If either:-
- (i) **National Grid** fails to carry out a **Reproving Test** during the **Permitted Test Period** in accordance with sub-paragraph 2.12.5(b) above; or
- (ii) the **Reserve Provider** passes a **Reproving Test** carried out during the **Permitted Test Period** in accordance with sub-paragraph 2.12.5(b) above,
- then for the purposes of sub-paragraph 2.4.1 the availability of **Reserve** from the **Contracted BM Unit** shall be deemed to have been restored with effect from the commencement of the first **Contracted Availability Window** after the **Contracted Availability Window** in which the **Delivery Failure** occurred.
- (d) If the **Reserve Provider** fails a **Reproving Test** carried out during the **Permitted Test Period** in accordance with sub-paragraph 2.12.5(b) above, then:-
- (i) **National Grid** shall notify the **Reserve Provider** thereof as soon as reasonably practicable thereafter; and
- (ii) sub-paragraphs 2.12.5(a) to (c) (inclusive) shall apply (except that, for the purposes of sub-paragraph 2.12.5(b) above, the **Permitted Test Period** shall constitute the period of fourteen **Operational Days** after the date of the failed **Reproving Test** and for the purposes of sub-paragraph 2.12.5(c) above availability of **Reserve** shall be deemed to have been restored with effect from the commencement of the first **Contracted Availability Window** after the **Contracted Availability Window** in which the failed **Reproving Test** took place); and
- (iii) sub-paragraph 2.5.6 shall apply.
- (e) For the purposes of sub-paragraphs 2.12.5(b), (c) and (d) above, the **Permitted Test Period** shall be extended by an **Operational Day** for each **Operational Day** falling within the **Permitted Test Period**, in respect of which the **Reserve**

Provider fails (in respect of all or part of one or more **Availability Windows** falling within that **Operational Day**) to confirm that **Reserve** is available from the relevant **Contracted BM Unit** in accordance with sub-paragraph 2.2.1 or 2.2.2 or to comply with its obligations pursuant to sub-paragraph 2.3.1 in respect of the relevant **Contracted BM Unit**.

- (f) For the purposes of this sub-paragraph 2.12.5, a **Reproving Test** shall be passed if, in respect of the relevant **Contracted BM Unit**, the **Reserve Provider** complies in all respects with sub-paragraph 2.3.6 and failure of a **Reproving Test** shall be construed accordingly.
- (g) For the purposes of paragraph 2.8, where **National Grid** issues one or a series of contiguous **Bid-Offer Acceptance(s)** in respect of a **Contracted BM Unit** during a **Contracted Availability Window** by way of a **Reproving Test** pursuant to sub-paragraph 2.12.5(b) above, then this shall not constitute a relevant **Utilisation**.

2.12.6 Notwithstanding sub-paragraph 2.12.5 above, where in respect of a **Delivery Failure** the first **Reproving Test** is failed and the number of **Operational Days** in the period between the **Operational Day** when that **Delivery Failure** occurred and the **Operational Day** when the first **Reproving Test** is conducted exceeds fourteen **Operational Days**, **National Grid** may, in respect of such period, only withhold the **Reserve Availability Payment** in respect of:-

- (a) the **Contracted Availability Window** in which the **Delivery Failure** occurs; and
- (b) all subsequent **Contracted Availability Windows** on the same **Operational Day** and in the immediately following fourteen **Operational Days**,

provided always that the period of fourteen **Operational Days** described in paragraph (b) above shall be extended by an **Operational Day** for each **Operational Day** falling within such period, in respect of which the **Reserve Provider** fails (in respect of all or part of one or more **Availability Windows** falling within that **Operational Day**) to confirm that **Reserve** is available from the relevant **Contracted BM Unit** in accordance with sub-paragraph 2.2.1 or 2.2.2 or to comply with its obligations pursuant to sub-paragraph 2.3.1 in respect of the relevant **Contracted BM Unit**.

ANNEXURE 1 TO SECTION 2
PAYMENT FORMULAE
(BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS)

Part I
Reserve Availability Payment

The payment to be made by **National Grid** to the **Reserve Provider** referred to in sub-paragraph 2.4.1 in respect of the **Contracted Availability Windows** in calendar month m for **Unit i** (AF_{im}) shall be calculated in accordance with the following formula (using notation as defined in Part IV of this Annexure):-

$$AF_{im} = \sum_{C \in M_m} \left(\text{Max} \left[\begin{array}{l} \sum_{j \in C_m} (AP_{ij} \times 0.5 \times CM_{ij} \times FF_{ij} \times FM_{ij}) - \\ \sum_{j \in C(P)_m} (AP_{ij} \times 0.5 \times CM_{ij} \times (\text{Max}[XF_{ij}, XM_{ij}]), 0 \end{array} \right] \right)$$

Part II
Seasonal Delivery Reconciliation Payment

The payment to be made by the **Reserve Provider** to **National Grid** referred to in sub-paragraph 2.4.2 in respect of **Season n** for **Unit i** (SDR_{in}) shall be calculated in accordance with the following formula (using notation as defined in Part IV of this Annexure):-

$$SDR_{in} = M \times \frac{\min(P_n, N_{in})}{P_n} \times (1 - ADMW_{in}) \times \sum_{C \in S_n} \left(\text{Max} \left[\begin{array}{l} \sum_{j \in C_m} (AP_{ij} \times 0.5 \times CM_{ij} \times FF_{ij} \times FM_{ij}) - \\ \sum_{j \in C(P)_m} (AP_{ij} \times 0.5 \times CM_{ij} \times (\text{Max}[XF_{ij}, XM_{ij}]), 0 \end{array} \right] \right)$$

Where:

$M = 0$, if $ADMW_{in} \geq 0.95$

$M = 1$, if $ADMW_{in} < 0.95$

And

$$ADMW_{in} = \frac{\sum_{j \in B_{in}} QM_{ij}}{\sum_{j \in B_m} QME_{ij} + \sum_{R \in S_n} QMR_i}$$

Part III

Committed Availability Reconciliation Payment

The payment to be made by the **Reserve Provider** to **National Grid** referred to in sub-paragraph 2.4.3 in respect of **STOR Year y** for **Unit i** ($ACAR_{iy}$), shall be calculated in accordance with the following formula (using notation as defined in Part IV of this Annexure):-

$$ACAR_{iy} = \max \left[0, 1 - \frac{\sum_{j \in C_y} CF_{ij}}{\sum_{j \in A_y} MA_{ij}} \right] \times \left(\sum_{m \in Y_y} AF_{im} - \sum_{n \in Y_y} SDR_{in} \right)$$

Part IV

Notation

In Parts I to III (inclusive) of this Annexure:-

$$\sum_{C \in M_m}$$

is the summation over all **Contracted Availability Windows** in month m

$$\sum_{j \in C_m}$$

is the summation over all **Settlement Periods j**, in **Contracted Availability Window C**, in month m

$$\sum_{j \in C(P)_m}$$

is the summation over all **Settlement Periods j**, in **Pre-Window Instruction Periods** and **Post-Window Instruction Periods** associated with **Contracted Availability Window C**, in month m

$$\sum_{C \in S_n}$$

is the summation over all **Contracted Availability Windows** in **Season n**

$\sum_{j \in C_y}$

is the summation over all **Settlement Periods** j , in the set C_y of **Settlement Periods** in **Contracted Availability Windows** in **STOR Year** y

 $\sum_{j \in A_y}$

is the summation over all **Settlement Periods** j , in the set A_y of **Settlement Periods** in **Availability Windows** in **STOR Year** y but excluding (1) periods of suspension of the **STOR Contract** pursuant to sub-paragraph 4.4.6 in the circumstances specified in sub-paragraph 4.4.6.6(b), (2) periods of suspension of **STOR Contract** pursuant to the **STOR Framework Agreement** in the circumstances provided therein and (3) any other **Availability Windows** where sub-paragraph 4.12.2 (**Force Majeure**) applies

 $\sum_{m \in Y_y}$

is the summation over all months m , in **STOR Year** y

 $\sum_{n \in Y_y}$

is the summation over all **Seasons** n , in **STOR Year** y

 AP_{ij}

is the **Availability Price** in respect of **Unit** i , applicable in each **Settlement Period** j

 CM_{ij}

is the **Contracted MW** in respect of **Unit** i , applicable in each **Settlement Period** j

 FF_{ij}

is 0 in respect of each **Settlement Period** j , contained in a **Contracted Availability Window** where **Reserve** is declared or redeclared unavailable or deemed unavailable from **Unit** i or where Annexure 2 to Section 2 provides that, in respect of **Settlement Period** j and **Unit** i , the **Reserve Provider** will not be entitled to receive a **Reserve Availability Payment**, otherwise 1

 FM_{ij}

is 0 in respect of each **Settlement Period** j , contained in a **Contracted Availability Window** where sub-paragraph 4.12.2 (**Force Majeure**) applies in respect of **Unit** i , otherwise 1

 XF_{ij}

is 1 in respect of each **Settlement Period** j , contained in either a **Pre-Window Instruction Period** or **Post-Window Instruction Period** associated with a **Contracted Availability Window** where the **Reserve Provider** has failed to comply in any respect with sub-paragraph 2.3.1 in respect of **Unit** i , otherwise 0

 XM_{ij}

is 1 in respect of each **Settlement Period** j , contained in either a **Pre-Window Instruction Period** or **Post-Window Instruction Period** associated with a

Contracted Availability Window where sub-paragraph 4.12.2 (**Force Majeure**) applies in respect of **Unit i**, otherwise 0

QM_{ij} is the volume of energy (MWh) delivered from **Unit i**, in **Settlement Period j**, in accordance with **Bid-Offer Acceptance(s)** issued by **National Grid** pursuant to sub-paragraph 2.3.5 (being a volume not greater than the volume implied in such **Bid-Offer Acceptance(s)**), as determined by metering pursuant to paragraph 2.12

QME_{ij} is the volume of energy (MWh) instructed to be delivered from **Unit i**, in **Settlement Period j**, in accordance with **Bid-Offer Acceptance(s)** issued by **National Grid** pursuant to sub-paragraph 2.3.5

QMR_i is the **Deemed Rejected Instruction Volume** in respect of **Unit i**, being a volume (in MWh) of energy derived by multiplying the **Contracted MW** by the period of 1 hour

$\sum_{R \in S_n}$ is the summation of the number of rejected **Bid-Offer Acceptances** in **Season n**

$\sum_{j \in B_{in}}$ is the summation over all **Settlement Periods j**, in the set B_{in} of **Settlement Periods** in **Season n** in respect of which **Bid-Offer Acceptance(s)** have been issued by **National Grid** pursuant to sub-paragraph 2.3.5 in respect of **Unit i**

CF_{ij} is 0 in respect of each **Settlement Period j**, contained in a **Contracted Availability Window** where **Reserve** is declared or redeclared unavailable or (save in the case of sub-paragraph 2.3.8) deemed unavailable from **Unit i** or where Annexure 2 to Section 2 provides that, in respect of **Settlement Period j** and **Unit i**, the **Reserve Provider** will not be entitled to receive a **Reserve Availability Payment**, otherwise 1

MA_{ij} is the required minimum availability, taking a value of 0.85, in respect of **Settlement Period j** and **Unit i**

Unit i or i is the relevant **Contracted BM Unit** (or, as applicable, any **Substitute BM Unit** or **Replacement BM Unit**)

STOR Year y or y is either:-

- (i) the relevant **STOR Year**; or

- (ii) (where sub-paragraph 2.4.4 applies) the period from either the commencement of the relevant **STOR Year** or (if later) the **Commencement Date** of the **STOR Contract** until the date of termination or expiry of the **STOR Contract**; or
- (iii) (where sub-paragraph 2.4.5 applies) the period from the **Commencement Date** of the **STOR Contract** until either the end of the relevant **STOR Year** in which the **Commencement Date** falls or (if earlier) the date of termination of the **STOR Contract**

Season n or n is the relevant **Season**

Contracted Availability Window C or C is the relevant **Contracted Availability Window**

N_{in} is the number of occasions in **Season n** where **Unit i** is instructed to provide **Reserve** in **Contracted Availability Windows** in accordance with sub-paragraph 2.3.5

P_n is the threshold for **Season n** as determined in accordance with the table below:-

| Length of Season n | Threshold, P_n |
|--|------------------------------------|
| < 4 weeks | 3 |
| 4 - 10 weeks | 4 |
| > 10 weeks | 5 |

ANNEXURE 2 TO SECTION 2
EVENTS OF DEFAULT AND CONSEQUENCES
(BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS)

| Events of Default – Redeclarations of Availability | Effect on Reserve Availability Payments |
|---|---|
| <p>A. A Redeclaration in the circumstances specified in sub-paragraph 2.2.7(a).</p> | <p>The Reserve Provider shall not be entitled:-</p> <p>(a) where notice is given prior to commencement of a Contracted Availability Window, to receive a Reserve Availability Payment in relation to that Contracted BM Unit in respect of the whole of the Contracted Availability Window(s) to which the notice relates or (as the case may be) in respect of that Contracted Availability Window and all subsequent Contracted Availability Window(s) until the next Contracted Availability Window in respect of which the Reserve Provider notifies availability of Reserve from that Contracted BM Unit; and</p> <p>(b) where notice is given during a Contracted Availability Window, to receive a Reserve Availability Payment in relation to that Contracted BM Unit in respect of the remainder of such Contracted Availability Window and any subsequent Contracted Availability Window(s) to which the notice relates or (as the case may be) in respect of all subsequent Contracted Availability Window(s) until the next Contracted Availability Window in respect of which the Reserve Provider notifies availability of Reserve from that Contracted BM Unit.</p> |
| <p>B. Failure to serve a Redeclaration forthwith upon becoming aware of unavailability of Reserve as specified in sub-paragraph 2.2.7(b).</p> <p>C. Failure, upon request from National Grid, to provide an explanation in reasonable detail for unavailability or National Grid has reasonable grounds to believe that unavailability is unrelated to technical capability as specified in sub-paragraph 2.2.7(c).</p> <p>D. Declaration or redeclaration of unavailability in the circumstances specified in sub-paragraph 2.3.3.</p> <p>E. The export of Active Power by the Reserve Provider otherwise than pursuant to Bid-Offer Acceptance(s) in the circumstances specified in sub-paragraph 2.3.4.</p> | <p>The Reserve Provider shall not be entitled to receive a Reserve Availability Payment in respect of that Contracted BM Unit in relation to the whole of the Contracted Availability Window to which such Event of Default relates.</p> |

EVENTS OF DEFAULT AND CONSEQUENCES (CONT.)
(BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS)

| Event of Default – Utilisation of Reserve | Effect on Reserve Availability Payments |
|--|---|
| <p>F. Failure to submit BM Unit Data in accordance with sub-paragraph 2.3.1(a), sub-paragraph 2.3.1(b)(i), sub-paragraph 2.3.1(b)(ii) or sub-paragraph 2.3.1(c) in the circumstances specified in sub-paragraph 2.3.2.</p> | <p>The Reserve Provider shall not be entitled to receive an Availability Payment in relation to that Contracted BM Unit in respect of:-</p> <p>(a) where such failure relates in whole or in part to the submission in respect of one or more Settlement Periods comprised in a Pre-Window Instruction Period or Contracted Availability Window of a Physical Notification of greater than zero, the whole of the Contracted Availability Window concerned or (where relevant) to which such Pre-Window Instruction Period relates; or</p> <p>(b) (in respect of all other items of BM Unit Data (with the exception of the Maximum Export Limit to which Event of Default A shall apply):</p> <p>(i) where such failure occurred in a Settlement Period(s) comprised in a Contracted Availability Window those Settlement Periods in which such failure occurred; and</p> <p>(ii) where such failure occurred in a Settlement Period(s) comprised in a Pre-Window Instruction Period, Pre-Window Ramping Period and/or Post Window Ramping Period, the number of Settlement Periods comprised in the related Contracted Availability Window which is equivalent to the number of Settlement Periods during which such failure occurred.</p> |
| <p>G: Failure to submit BM Unit Data in accordance with sub-paragraph 2.3.1(b)(iii) in the circumstances specified in sub-paragraph 2.3.2.</p> | <p>N/A</p> |
| <p>H. Failure to comply with sub-paragraph 2.3.6 in the circumstances specified in sub-paragraph 2.3.7(a).</p> | <p>The Reserve Provider shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted BM Unit in respect of: each Settlement Period comprised (wholly or partly) in the period commencing on the expiry of the Response Time and ending at the time from which the Reserve Provider provides Reserve.</p> |
| <p>I. Failure to comply with sub-paragraph 2.3.6 in the circumstances specified in sub-paragraph 2.3.7(b).</p> <p>J. Failure to comply with sub-paragraph 2.3.6 in the circumstances specified in sub-paragraph 2.3.7(c).</p> | <p>The Reserve Provider shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted BM Unit in respect of the remainder of that Contracted Availability Window commencing at the time at which such Event of Default occurred.</p> |
| <p>K. Any Bid-Offer Acceptance is rejected by the Reserve Provider (other than in accordance with Grid Code BC2.7.3(b) and whether for reasons of safety or otherwise) as referred to in sub-paragraph 2.3.7(d)</p> | <p>The Reserve Provider shall not be entitled to receive a Reserve Availability Payment in respect of that Contracted BM Unit in respect of the whole of the Contracted Availability Window in relation to which such failure occurred.</p> <p>For the purposes of the Seasonal Delivery Reconciliation Payment, each such Event of Default shall attract a Deemed Rejected Instruction Volume calculated by reference to the period of 1 hour.</p> |

| Event of Default - Miscellaneous | Effect on Reserve Availability Payments |
|---|---|
| L. A failure by the Reserve Provider to comply with any other provision of Section 2 not the subject of Events of Default A to J above. | N/A |

ANNEXURE 3 TO SECTION 2
FACSIMILE FORMS
(BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS)

Part I

**SHORT TERM OPERATING RESERVE FAX -
NOTIFICATION OF A REVISED CONTRACT BID-OFFER PRICE
UPON REACHING UTILISATION LIMIT**

| RESERVE PROVIDER'S DETAILS | | | |
|----------------------------|--|--------------|--|
| Contracted BM Unit: | | Tel: | |
| Contract Number: | | Standby Tel: | |
| Company Name: | | Fax: | |
| Contracted MW: | | Standby Fax: | |

We hereby serve notice of a new Contract Bid-Offer Price following the Utilisation Limit being reached at the above Contracted BM Unit, as follows:

| Limit Type Exceeded (Weekly/ Annual) | Date Limit Exceeded | New Contract Bid- Offer Price (£/MWh) | Date new Contract Bid-Offer Price effective from* |
|--------------------------------------|---------------------|---------------------------------------|---|
| | | | |

* Date may not be earlier than the Operational Day after receipt by National Grid of this facsimile notification.

Fax Sent By (Print name): Date: Time:

Signature:

Fax acknowledged by National Grid:

Signature: Date: Time:

National Grid Control

Fax number: 0870 602 4805

Telephone: 0870 240 6961

Standby Fax:

Standby Telephone:

0870 602 4802

0844 892 0360

ANNEXURE 4 TO SECTION 2
VERIFICATION OF AVAILABILITY AND DELIVERY OF RESERVE
(BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS)

Set out below are items of **BM Unit Data** which shall be monitored by **National Grid** from time to time to verify the availability of **Reserve** from **Contracted BM Unit(s)**, **Substitute BM Unit(s)** or **Replacement BM Unit(s)**:-

| Service Criteria | Parameter(s) |
|--|--|
| Availability of Reserve from Contracted BM Unit, Substitute BM Unit or Replacement BM Unit | MEL ≥ Contracted MW Physical Notification ≤ zero |
| Response Time | $NDZ + \frac{ContractedMW}{AverageRunUpRate} \leq ResponseTime$ |
| Bid-Offer Data | <p>(i) First Offer Price ≤ Contracted Bid-Offer Price, in respect of the range from zero MW to Contracted MW</p> <p>(ii) Bid Price ≥ Offer Price</p> <p>This check will be made in respect of Settlement Periods comprised in Contracted Availability Windows, Pre-Window Ramping Periods and Post-Window Ramping Periods.</p> <p>In each Settlement Period during the Pre-Window Instruction Period, National Grid shall monitor whether ramping is necessary to achieve the Contracted MW by the commencement of the Contracted Availability Window.</p> <p>Where:-</p> $\frac{ContractedMW}{AverageRunUpRate} \leq \text{time to } \mathbf{Contracted \ Availability \ Window}$ <p>then the Settlement Period shall be determined to contain the Pre-Window Ramping Period National Grid shall, therefore, undertake the above Bid-Offer Data check.</p> |
| Cease Time | $NTO + \frac{ContractedMW}{AverageRunDownRate} \leq CeaseTime$ |
| Minimum Utilisation Period | MNZT ≤ Minimum Utilisation Period specified in STOR Contract |
| Recovery Period | MZT ≤ Recovery Period specified in STOR Contract |
| Stable Export Limit | SEL ≤ Min(MEL, Contracted MW) |

Set out below are the checks which will be made by **National Grid** from time to time to verify the delivery of **Reserve** from **Contracted BM Unit(s)**, **Substitute BM Unit(s)** or **Replacement BM Unit(s)**:-

| Service Criteria | Check(s) |
|--|--|
| Delivery of Reserve within the Response Time | Metering data for the Settlement Period in which the Response Time ends following an instruction to commence delivery of the Contracted MW in accordance with a Bid-Offer Acceptance with respect to the Contracted BM Unit, Substitute BM Unit or Replacement BM Unit, |
| Total energy (volume) delivered as Reserve for each utilisation | Metering data for the Contracted BM Unit, Substitute BM Unit or Replacement BM Unit in respect of the instructed period of delivery of Reserve in accordance with Bid-Offer Acceptance(s) |

SECTION 2A

**SHORT TERM OPERATING RESERVE - BALANCING MECHANISM PARTICIPANTS -
CONSUMPTION BM UNITS**

SECTION 3

SHORT TERM OPERATING RESERVE - NON-BALANCING MECHANISM PARTICIPANTS

3.1 INTRODUCTION

3.1.1 Subject to sub-paragraph 3.1.2, this Section 3 sets out the terms for provision of **Short Term Operating Reserve** where the **Reserve Provider** provides **Short Term Operating Reserve** from either:-

- (a) **Generating Unit(s)** and/or other **Plant** and **Apparatus** which the **Reserve Provider** has not established and registered as a **BM Unit(s)** under and in accordance with the **Balancing and Settlement Code**; or
- (b) **Generating Unit(s)** and/or other **Plant** and **Apparatus** which are established and registered as a **BM Unit(s)** under and in accordance with the **Balancing and Settlement Code**, but which do not, and will not for any part of the term of the **STOR Contract**, actively participate in the **Balancing Mechanism**.

3.1.2 Where a **STOR Contract** confirms that the **Reserve Provider** may procure the performance by a **Reserve Provider's Agent** of certain of its obligations in connection with the provision of **Short Term Operating Reserve** pursuant to this Section 3, paragraphs 3.2 to 3.13 and Annexures 1 to 3 to this Section 3 shall not apply and shall be replaced with paragraphs 3.2 to 3.13 and Annexures 1 to 3 to Section 3 set out in Part 2 of Schedule 1.

3.1.3 The provisions of this Section 3 shall apply with respect to a **Reserve Provider** who has submitted a **STOR Tender(s)** which has been accepted by **National Grid** (in whole or in part) in respect of such **Generating Units(s)** and/or other **Plant** and **Apparatus** specified in such **STOR Tender** pursuant to sub-paragraph 1.4.8 so as to form a **STOR Contract**.

3.2 DECLARATIONS OF AVAILABILITY

Declarations Week Ahead

3.2.1 By 10.00 hours each Tuesday (or where not a **Business Day**, the immediately preceding **Business Day**), the **Reserve Provider** shall submit to **National Grid** a notice (a "**Declaration**") in relation to each of the **Contracted Sites**:-

- (a) confirming in respect of each **Committed Window** (if any) in the following **Week**, either that **Reserve** is available or that **Reserve** is unavailable for reasons related to the technical capability of the **Contracted Site**; and

- (b) indicating, for each **Flexible Window** (if any) in the following **Week**, whether or not **Reserve** is available; and
- (c) (where relevant) indicating, for each **Operational Day** in the following **Week**, whether or not **Reserve** will be available during all the **Optional Windows** in such **Operational Day**.

Failure to submit a **Declaration** in accordance with this sub-paragraph 3.2.1 shall be deemed to constitute unavailability of **Reserve** in the following **Week** or relevant **Operational Day** in the following **Week** (as the case may be) and in respect thereof the **Reserve Provider** shall not be entitled to revise availability of **Reserve** in accordance with sub-paragraph 3.2.4. For the avoidance of doubt, a notice served pursuant to this sub-paragraph 3.2.1 indicating in relation to a **Contracted Site** that 0 MW of **Reserve** is available in respect of each **Availability Window** in the following **Week** or relevant **Operational Day** in the following **Week** (as the case may be) shall constitute a **Declaration**.

Flexible Windows - Revisions to Declarations

3.2.2 The **Reserve Provider** may revise a **Declaration** in relation to a **Contracted Site** in respect of any **Flexible Window** in the following **Week** as follows:-

- (a) at any time up to and including 10.00 hours on the Friday (or where not a **Business Day**, the immediately preceding **Business Day**) prior to the **Week** in question, the **Reserve Provider** may serve a notice on **National Grid** (a “**Redeclaration**”) either:-
 - (i) advising **National Grid** that **Reserve** will be available from that **Contracted Site** during that **Flexible Window**; or
 - (ii) advising **National Grid** that **Reserve** will not be available from that **Contracted Site** during that **Flexible Window**;
- (b) where, at 10.00 hours on the Friday (or where not a **Business Day**, the immediately preceding **Business Day**) prior to the **Week** in question, the **Declaration** or any subsequent **Redeclaration** made by the **Reserve Provider** in accordance with sub-paragraph 3.2.1 or 3.2.2(a)(ii) (as the case may be) indicates unavailability of **Reserve** during that **Flexible Window** the **Reserve Provider** may serve a notice on **National Grid** (a “**Redeclaration**”) at any time prior to **Gate Closure** (in respect of the first **Settlement Period** within the associated **Pre-Window Instruction**

Period) advising **National Grid** that **Reserve** will be available from that **Contracted Site** during that **Flexible Window**;

- (c) where, at 10.00 hours on the Friday (or where not a **Business Day**, the immediately preceding **Business Day**) prior to the **Week** in question any **Declaration** or subsequent **Redeclaration** made by the **Reserve Provider** in accordance with sub-paragraph 3.2.1 or 3.2.2(a)(i) (as the case may be) indicates availability of **Reserve** in **Flexible Window(s)** in the following **Week**, the **Reserve Provider** shall not be permitted to issue a **Redeclaration** to withdraw such availability, save:-
- (i) as permitted by sub-paragraph 3.2.4(b) (following acceptance of such availability by **National Grid** and the relevant **Availability Window(s)** thereby being deemed to constitute **Committed Window(s)** in accordance with sub-paragraph 3.2.3); or
 - (ii) where **National Grid** has rejected such availability in accordance with sub-paragraph 3.2.3.

Flexible Windows - Acceptance and Rejection of Declarations

3.2.3 By 16.00 hours each Friday (or where not a **Business Day**, the immediately preceding **Business Day**) **National Grid** shall notify to the **Reserve Provider** who has submitted a **Declaration** and/or **Redeclaration** prior to 10.00 hours on that Friday indicating availability of the **Contracted Site** in respect of one or more **Flexible Windows** whether such availability as indicated in that **Declaration** and/or **Redeclaration** has been accepted or rejected. **National Grid's** decision shall be final and binding. Such notification shall be made either by **STOR Despatch** or by facsimile in the form set out in Part II of Annexure 3 to this Section 3 to the operational facsimile number specified in the **STOR Framework Agreement**. Where, for technical reasons, **National Grid** is unable to make such notification by **STOR Despatch** or facsimile then it shall use reasonable endeavours to make such notification by telephone to the operational contact telephone number specified in the **STOR Framework Agreement**. Failing such notification by such time and day **National Grid** shall be deemed to have accepted the **Declaration** and/or **Redeclaration** concerned. If **National Grid** accepts a **Declaration** or **Redeclaration** relating to a **Flexible Window** then such **Flexible Window** shall automatically be deemed to constitute a **Committed Window** for the purposes of sub-paragraphs 3.2.4(b), 3.2.6 and 3.2.8 to 3.2.12 (inclusive). If either:

- (a) **National Grid** rejects a **Declaration** or **Redeclaration** in relation to a **Flexible Window**; or

- (b) the **Reserve Provider** submits a **Redeclaration** in accordance with sub-paragraph 3.2.2(b) in relation to a **Flexible Window** after 10.00 hours on a Friday,

then such **Flexible Window** shall constitute a **Deemed Optional Window** for the purposes of sub-paragraphs 3.2.7, 3.2.8, 3.2.9 and 3.2.11(b).

Committed Windows - Revisions to Declarations pre Gate Closure

3.2.4 Where, prior to **Gate Closure** in respect of the first **Settlement Period** within a **Pre-Window Instruction Period** associated with a **Committed Window**, the **Reserve Provider** becomes aware of changes in the technical capabilities of a **Contracted Site** previously the subject of a **Declaration**, it shall revise that **Declaration** forthwith by serving a notice on **National Grid** (a “**Redeclaration**”) either:-

- (a) confirming that **Reserve** will be available during that **Committed Window**; or
- (b) indicating that, for reasons related to the technical capability of the **Contracted Site**, **Reserve** will not be available during that **Committed Window**.

Optional Windows - Revisions to Declarations Day Ahead

3.2.5 At any time up to 24.00 hours on an **Operational Day**, the **Reserve Provider** may revise a **Declaration** in relation to any **Contracted Site** in respect of all **Optional Windows** on the following **Operational Day**, by serving a notice on **National Grid** (a “**Redeclaration**”) either:-

- (a) advising **National Grid** that **Reserve** will be available from that **Contracted Site** during all of the **Optional Windows** on the following **Operational Day**; or
- (b) advising **National Grid** that **Reserve** will not be available from the **Contracted Site** during all of the **Optional Windows** on the following **Operational Day**.

Contracted Availability Windows

3.2.6 For the purposes of this Section 3, a “**Contracted Availability Window**” in relation to any **Contracted Site** is a **Committed Window** in respect of which the **Declaration** or **Redeclaration** current as at **Gate Closure** (immediately prior to the commencement of the first **Settlement Period** within the **Pre-Window Instruction Period**) indicates that **Reserve** will be available from that **Contracted Site** during that **Availability Window**.

Contracted Optional Windows

3.2.7 For the purposes of this Section 3, a “**Contracted Optional Window**” in relation to any **Contracted Site** is either:-

- (a) an **Optional Window** in an **Operational Day** in respect of which the **Declaration** or **Redeclaration** current, as at 24.00 hours on the preceding **Operational Day**, indicates that **Reserve** is available from that **Contracted Site** during all the **Optional Windows** in that **Operational Day**; or
- (b) a **Deemed Optional Window** in respect of which the **Declaration** or **Redeclaration** current as at **Gate Closure** (immediately prior to the commencement of the first **Settlement Period** within the **Pre-Window Instruction Period**) indicates that **Reserve** will be available from that **Contracted Site** during that **Deemed Optional Window**.

Late Revisions to Declarations

3.2.8 If:-

- (a) at any time after **Gate Closure** with respect to the first **Settlement Period** of a **Pre-Window Instruction Period** associated with a **Contracted Availability Window** until the end of that **Contracted Availability Window**; or
- (b) later than 24.00 hours on the **Operational Day** preceding the **Operational Day** containing the **Contracted Optional Windows** (to which sub-paragraph 3.2.7(a) applies) in respect of which **Reserve** has been declared available from a **Contracted Site**; or
- (c) during a **Pre-Window Instruction Period** associated with a **Contracted Optional Window** (to which sub-paragraph 3.2.7(b) applies) or during a **Contracted Optional Window** (to which sub-paragraph 3.2.7(b) applies),

the **Reserve Provider** becomes aware of a change in the availability of **Reserve** such that, for reasons related to the technical capability of that **Contracted Site**, **Reserve** will be unavailable from that **Contracted Site** during all or any part of such **Contracted Availability Window** or **Contracted Optional Window**, it shall notify **National Grid** forthwith by way of a **Redeclaration**.

Deemed Unavailability

3.2.9 **Reserve** shall be deemed to be unavailable from a **Contracted Site** from the time at which a **Redeclaration** is given by the **Reserve Provider** pursuant to sub-paragraph 3.2.8 until

the commencement of the next **Window** in respect of which the **Reserve Provider** subsequently serves a **Declaration** or **Redeclaration** indicating that **Reserve** will be available from that **Contracted Site**.

Reasons for Unavailability

3.2.10 Each indication of unavailability by the **Reserve Provider** pursuant to sub-paragraphs 3.2.1(a) 3.2.4(b) and 3.2.8(a) shall, upon request from **National Grid** and as soon as reasonably practicable thereafter, be followed by an explanation in reasonable detail of the reasons for such unavailability.

Events of Default

3.2.11 In the event that:-

- (a) the **Reserve Provider** serves a **Redeclaration** in respect of any **Contracted Availability Window** pursuant to sub-paragraph 3.2.8(a); or
- (b) the **Reserve Provider** fails to serve a notification in respect of any **Availability Window** or **Contracted Availability Window** pursuant to sub-paragraphs 3.2.4 or 3.2.8(a) or **Contracted Optional Window** pursuant to sub-paragraphs 3.2.8(b) or 3.2.8(c) forthwith upon becoming aware of its inability to provide **Reserve** for reasons related to the technical capability of that **Contracted Site**; or
- (c) no explanation is given by the **Reserve Provider** as required by sub-paragraph 3.2.10 or **National Grid** has reasonable grounds for believing that such unavailability is unrelated to the technical capability of the **Contracted Site** concerned,

then paragraph 3.5 (Events of Default and Consequences) shall apply.

3.2.12 In the event that **Reserve** has been declared or redeclared (or deemed) unavailable pursuant to the provisions of this Section 3 in respect of an **Availability Window** and the **Reserve Provider** either provides **Active Power** or reduces **Demand** (as the case may be) from the relevant **Contracted Site** during such **Availability Window** in the circumstances where such **Availability Window** is, or is deemed in accordance with sub-paragraph 3.2.3 to constitute, a **Committed Window** then paragraph 3.5 (Events of Default and Consequences) shall apply.

Other Contractual Arrangements

3.2.13 **Reserve** shall be deemed to be unavailable during a **Window** and the **Reserve Provider** shall (as appropriate) serve a **Redeclaration** in accordance with the foregoing provisions of

this Section 3 if, pursuant to any other agreement or arrangement with any other person, the **Reserve Provider** has, notwithstanding sub-paragraph 3.10, granted to such other person the right to require an increase in **Generation** or reduction in **Demand** from any site comprising the whole or part of the **Contracted Site** for any period which coincides in whole or in part with that **Window**.

Substitution of Contracted Sites

3.2.14 If the **Reserve Provider** anticipates that a **Contracted Site** may become unavailable to provide **Reserve** during part of the remaining term of a **STOR Contract**, the **Reserve Provider** may request, by notice in writing to **National Grid**, that the **Contracted Site** in question be substituted by another **Site** (the “**Substitute Site**”) owned or operated by the **Reserve Provider**. **National Grid** may (acting reasonably) either accede to or decline such request, and in reaching its decision shall have regard to the proximity and similarity of the **Substitute Site** to the **Contracted Site**. If **National Grid** accepts such request, the substitution of the **Contracted Site** (the “**Substituted Site**”) by the **Substitute Site** shall not become effective unless the **STOR Contract** is duly amended in accordance with sub-paragraph 3.2.21 to reflect such substitution.

3.2.15 In any notification pursuant to sub-paragraph 3.2.14, the **Reserve Provider** shall indicate to **National Grid** the **Availability Windows** and **Optional Windows** in respect of which the **Reserve Provider** proposes that such substitution shall apply, provided always that the relevant **Availability Windows** and **Optional Windows** shall not be **Availability Windows** and **Optional Windows** in respect of the **Substitute Site**.

Replacement of Contracted Sites

3.2.16 Without prejudice to the **Reserve Provider**’s right to request the substitution of a **Contracted Site** in accordance with sub-paragraph 3.2.14, the **Reserve Provider** may also request, by notice in writing to **National Grid**, that any **Contracted Site** be replaced for the remainder of the term of the relevant **STOR Contract** by another site (the “**Replacement Site**”) owned or operated by the **Reserve Provider**. **National Grid** may (acting reasonably) either accede to or decline such request, and in reaching its decision shall have regard to the proximity and similarity of the **Replacement Site** to the **Contracted Site**. If **National Grid** accepts such request, the replacement of the **Contracted Site** (the “**Replaced Site**”) by the **Replacement Site** shall not become effective until such time as the **STOR Contract** is duly amended in accordance with sub-paragraph 3.2.21 to reflect such replacement.

Effect of substitution and replacement

3.2.17 Subject always to the provisions of sub-paragraphs 3.2.14 to 3.2.16 inclusive, the effect of substitution and replacement in accordance with the provisions thereof shall be to treat the **Substitute Site** or **Replacement Site** (as the case may be) as the **Contracted Site** for all

purposes of this Section 3 and the **STOR Contract**, and for the duration of any such substitution or replacement this Section 3 and the **STOR Contract** shall be read and construed accordingly.

Required Flexible Availability

3.2.18 Where, during any **Season**, the aggregate duration in respect of any **Contracted Site** of **Availability Windows** being **Flexible Windows** (in respect of which, at 10.00 hours on the Friday (or where not a **Business Day**, the immediately preceding **Business Day**) prior to the **Week** in which each such **Flexible Window** falls, a **Declaration** or subsequent **Redeclaration** made by the **Reserve Provider** in accordance with sub-paragraph 3.2.1 or 3.2.2(b) indicates availability of **Reserve** in such **Flexible Window**) does not at the end of such **Season** equal or exceed the **Required Flexible Availability** in respect of that **Contracted Site**, or where it becomes apparent to **National Grid** that such aggregate duration cannot at the end of such **Season** equal or exceed such **Required Flexible Availability**, then:-

- (a) **National Grid** may by written notice to the **Reserve Provider** terminate the **Reserve Provider**'s entitlement to declare or re-declare **Reserve** available in respect of that **Contracted Site** in all subsequent **Flexible Windows** during the term of the **STOR Contract**; and
- (b) for the avoidance of doubt, no payments shall accrue due to the **Reserve Provider** pursuant to sub-paragraph 3.4 in respect thereof.

Request for reduction in Contracted MW and Optional MW

3.2.19 The **Reserve Provider** may, by written notice to **National Grid**, request a reduction in the **Contracted MW** and (where relevant) the **Optional MW** of a **Contracted Site** for one or more **Seasons**, provided that:-

- (a) such reduction is necessitated by a change in the technical capability of the **Contracted Site** which occurred after the submission of the **STOR Tender** by the **Reserve Provider**, and such change could not reasonably have been foreseen by the **Reserve Provider** as likely to occur at the time that the **STOR Tender** was submitted;
- (b) the **Reserve Provider** provides **National Grid** with evidence which is reasonably satisfactory to **National Grid** of the change in technical capability of the **Contracted Site**; and

- (c) the resulting reduced level of **Contracted MW** and (where relevant) **Optional MW** is not less than 3 MW.

3.2.20 Upon receipt of any request made by the **Reserve Provider** pursuant to sub-paragraph 3.2.19 **National Grid** shall not unreasonably withhold or delay its consent to such request, but the reduction in **Contracted MW** and (where relevant) **Optional MW** of the relevant **Contracted Site** shall not become effective until such time as the **STOR Contract** is duly amended in accordance with paragraph 3.2.21 to reflect such reduction.

Amendment of STOR Contract

3.2.21 For the purposes of sub-paragraphs 3.2.14, 3.2.16 and 3.2.20, the **STOR Contract** may only be amended by agreement in writing signed by or on behalf of **National Grid** and the **Reserve Provider**.

3.3 UTILISATION

Instruction to provide Reserve

3.3.1 **National Grid** may in any:-

- (a) **Contracted Availability Window**; or
- (b) **Pre-Window Instruction Period**; or
- (c) **Contracted Optional Window**,

serve the **Reserve Provider** with a notice (an “**Instruction**”) requiring the **Reserve Provider** to provide **Reserve** from the **Contracted Site**.

3.3.2 Within 5 minutes of receipt of any **Instruction** the **Reserve Provider** shall notify **National Grid** of acceptance or rejection of such **Instruction**, and an **Instruction** shall be deemed rejected if no such notification is received by **National Grid** by such time. The **Reserve Provider** may only reject an **Instruction** for safety reasons or reasons relating to the technical capability of the **Contracted Site** or where the **Instruction** is issued in either:-

- (a) a **Recovery Period**; and/or
- (b) a **Contracted Availability Window** to which sub-paragraph 3.3.12 applies.

3.3.3 Paragraph 3.5 (Events of Default and Consequences) shall apply in respect of any failure by the **Reserve Provider** to comply with sub-paragraph 3.3.2.

Instruction to cease provision of Reserve

- 3.3.4 **National Grid** may instruct the **Reserve Provider** to cease the provision of **Reserve** from a **Contracted Site** with effect from any time on or after expiry of the **Minimum Utilisation Period**.
- 3.3.5 The **Reserve Provider** shall acknowledge receipt of any instruction given by **National Grid** pursuant to sub-paragraph 3.3.4 within 5 minutes of receipt.
- 3.3.6 Paragraph 3.5 (Events of Default and Consequences) shall apply in respect of any failure by the **Reserve Provider** to comply with sub-paragraph 3.3.5.

Provision of Reserve

- 3.3.7 On receipt of an **Instruction** in respect of a **Contracted Site**, the **Reserve Provider** shall, commencing on or before the expiry of the **Response Time**, provide **Reserve** from that **Contracted Site** continuously until the earlier of:-
- (a) the expiry of the **Maximum Utilisation Period**;
 - (b) the time specified by **National Grid** in an instruction issued pursuant to sub-paragraph 3.3.4; or
 - (c) (where such **Contracted Availability Window** is not immediately followed by a **Contracted Optional Window**) the end of the relevant **Contracted Availability Window** in which **Reserve** is being provided.

Event of Default

- 3.3.8 In the event that in respect of any **Contracted Site**:-
- (a) the **Reserve Provider** fails to provide Reserve of a level at least 90% of the **Contracted MW** or **Optional MW** (as the case may be) measured at the minute in which the **Response Time** ends;
 - (b) the volume in MWh of **Reserve** provided by the **Reserve Provider** following receipt of an **Instruction** issued in accordance with sub-paragraph 3.3.1 is less than 90% of the **Contracted MW** or the **Optional MW** (as the case may be) multiplied by the number of hours (including parts thereof) comprised in the period from the expiry of the **Response Time** until the first to occur of the times described in sub-paragraphs 3.3.7(a), (b) and (c);

- (c) the **Reserve Provider** fails to provide **Reserve** continuously at a level of at least 90% of the **Contracted MW** or **Optional MW** (as the case may be) until the first to occur of the times described in sub-paragraphs 3.3.7(a), (b) and (c); or
- (d) an **Instruction** is rejected by the **Reserve Provider** (whether for reasons of safety or reasons relating to the technical capability of the **Contracted Site**), except where the **Instruction** is issued in a **Recovery Period** or in a **Contracted Availability Window** to which sub-paragraph 3.3.12 applies,

paragraph 3.5 (Events of Default and Consequences) shall apply in respect of any such failure, and the **Reserve Provider** shall be deemed not to have made **Reserve** available from that **Contracted Site** in respect of subsequent **Contracted Availability Windows** unless and until availability is restored under and in accordance with sub-paragraph 3.11.1.

3.3.9 If any continuous period during which the **Reserve Provider** is obliged to provide **Reserve** falls within both a **Contracted Availability Window** and a **Contracted Optional Window**, the **Reserve Provider's** obligation in respect of the provision of **Reserve** shall be to increase **Generation** and/or reduce **Demand** from the **Contracted Site** by:-

- (a) the **Contracted MW** during that part of such **Contracted Availability Window** when it is obliged to provide **Reserve**; and
- (b) the **Optional MW** during that part of such **Contracted Optional Window** when it is obliged to provide **Reserve**.

3.3.10 Paragraph 3.5 (Events of Default and Consequences) shall apply in respect of any failure by the **Reserve Provider** to comply with sub-paragraph 3.3.9.

3.3.11 If in respect of any **Settlement Period** contained in a **Pre-Window Instruction Period**, **Contracted Availability Window**, **Contracted Optional Window** and/or **Post Window Run Down Period**, **Active Power** is provided or the average **Demand** is less than the **Contracted MW** from a **Contracted Site** otherwise than pursuant to an **Instruction**, then paragraph 3.5 (Events of Default and Consequences) shall apply (and for the avoidance of doubt provision of **Active Power** or reduction of **Demand** in excess of the **Contracted MW** shall not be construed as an **Event of Default**).

Recovery Periods

3.3.12 In the case where the **Recovery Period** following the provision of **Reserve** by a **Contracted Site** overlaps with the **Pre-Window Instruction Period** for a subsequent **Contracted Availability Window**, then **Reserve** shall be deemed to be unavailable from that

Contracted Site in respect of all **Settlement Periods** comprised in that subsequent **Contracted Availability Window**, and **National Grid** shall be under no liability pursuant to sub-paragraph 3.4.1 to pay a **Reserve Availability Payment** in respect of the **Settlement Periods** comprised in the subsequent **Contracted Availability Window**.

3.3.13 Where sub-paragraph 3.3.12 applies in respect of a **Contracted Site** and a **Contracted Availability Window** and **National Grid** issues an **Instruction** in that **Contracted Availability Window** which is not subsequently rejected by the **Reserve Provider** in accordance with sub-paragraph 3.3.2, then that **Contracted Availability Window** shall be deemed to be a **Contracted Optional Window** for the purposes of sub-paragraph 3.4.3.

3.4 PAYMENT

Reserve Availability Payment

3.4.1 Subject to sub-paragraph 3.12.4, **National Grid** shall pay to the **Reserve Provider** in accordance with paragraph 4.2, in respect of **Contracted Availability Windows** in each month, an amount (the “**Reserve Availability Payment**”) calculated in accordance with the formula set out in Part I of Annexure 1 to this Section 3.

Reserve Utilisation Payments

3.4.2 **National Grid** shall pay to the **Reserve Provider** in accordance with paragraph 4.2, in respect of:-

- (a) the increase in **Generation** or reduction in **Demand** (as the case may be) during **Pre-Window Ramping Periods** and **Post-Window Ramping Periods** in each month; and
- (b) the provision of **Reserve** during **Contracted Availability Windows** in each month,

an amount (the “**Energy Utilisation Payment**”) calculated in accordance with the formula set out in Part II of Annexure 1 to this Section 3.

3.4.3 **National Grid** shall also pay to the **Reserve Provider** in accordance with paragraph 4.2, in respect of the provision of **Reserve** during **Contracted Optional Windows** in each month an amount (the “**Optional Energy Utilisation Payment**”) calculated in accordance with the formula set out in Part II of Annexure 1 to this Section 3.

3.4.4 Payments to be made by **National Grid** to the **Reserve Provider** pursuant to sub-paragraphs 3.4.2 and 3.4.3 are hereafter referred to as the “**Reserve Utilisation Payments**”.

Seasonal Delivery Reconciliation

3.4.5 At the end of each **Season**, where in respect of any **Contracted Site National Grid** determines that the aggregate volume in MWh of **Reserve** provided by the **Reserve Provider** from that **Contracted Site** (shown as R_{sj} in Part VI of Annexure 1 to this Section 3) in respect of all **Instructions** issued during that **Season** is less than 95% of the aggregate of:-

- (a) the aggregate volume in MWh instructed, plus
- (b) the aggregate **Deemed Rejected Instruction Volume** (if any),

then the **Reserve Provider** shall pay to **National Grid** in accordance with paragraph 4.2, an amount (if any) (“the **Seasonal Delivery Reconciliation Payment**”) calculated in accordance with the formula set out in Part III of Annexure 1 to this Section 3.

Committed Availability Reconciliation

3.4.6 At the end of each **STOR Year** during the term of a **STOR Contract**, the **Reserve Provider** shall pay to **National Grid** in accordance with paragraph 4.2, an amount (if any) (“the **Committed Availability Reconciliation Payment**”) calculated in accordance with the formula set out in Part IV of Annexure 1 to this Section 3, in respect of those **Availability Windows** designated in the **STOR Contract** as **Committed Windows** during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any **Contracted Site** during that **STOR Year**.

Flexible Availability Reconciliation

3.4.7 At the end of each **STOR Year** during the term of a **STOR Contract**, the **Reserve Provider** shall pay to **National Grid** in accordance with paragraph 4.2, an amount (if any) (“the **Flexible Availability Reconciliation Payment**”) calculated in accordance with the formula set out in Part V of Annexure 1 to this Section 3, in respect of the **Flexible Windows** which are deemed to constitute **Committed Window(s)** in accordance with sub-paragraph 3.2.3 and during which the **Reserve Provider** failed to make **Reserve** available from any **Contracted Site** during that **STOR Year**.

3.4.8 Where a **STOR Contract** is terminated pursuant to paragraph 3.5 or paragraph 4.4 or the **STOR Contract** expires during a **STOR Year** then, for the purposes of sub-paragraph 3.4.6 and/or sub-paragraph 3.4.7, the **Reserve Provider** shall pay to **National Grid**, in accordance with paragraph 4.2, the amount(s) (if any) calculated in accordance with the formula set out in Part IV and/or Part V (as the case may be) of Annexure 1 to this Section 3, in respect of

Committed Windows and/or **Flexible Windows** which are deemed to constitute **Committed Window(s)** in accordance with sub-paragraph 3.2.3 (as applicable) during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any **Contracted Site** in respect of the period from either:-

- (a) the commencement of the **STOR Year** in which such termination occurs; or (if later);
- (b) the **Commencement Date** of the **STOR Contract**,

until the date of termination or expiry of the **STOR Contract**.

3.4.9 Where the **Commencement Date** of a **STOR Contract** does not coincide with the commencement of a **STOR Year**, then, for the purposes of sub-paragraph 3.4.6 and/or sub-paragraph 3.4.7, the **Reserve Provider** shall pay to **National Grid** in accordance with paragraph 4.2 the amount(s) (if any) calculated in accordance with the formula set out in Part IV and/or Part V (as the case may be) of Annexure 1 to this Section 3, in respect of **Committed Windows** and/or **Flexible Windows** which are deemed to constitute **Committed Window(s)** in accordance with sub-paragraph 3.2.3 (as applicable) during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any **Contracted Site** in respect of the period from the **Commencement Date** of the **STOR Contract** until either:-

- (a) the end of the **STOR Year** in which the **Commencement Date** falls; or (if earlier)
- (b) the date of termination of the **STOR Contract**.

3.5 EVENTS OF DEFAULT AND CONSEQUENCES

Withholding of Reserve Availability Payments

3.5.1 Upon each occurrence of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 3:-

A, B, C, E, F, G, H, I, J, K, L

the **Reserve Availability Payment** otherwise payable by **National Grid** to the **Reserve Provider** shall be reduced as more particularly described in the respective column in the table in Annexure 2 to this Section 3.

Reduction in Availability Prices

3.5.2 Without prejudice to **National Grid**'s rights pursuant to this paragraph 3.5, where at the end of a calendar month **National Grid** determines that in respect of one or more **Availability Window(s)** during that calendar month one or more of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 3:

A, B, C, E, F, G, H, I

have occurred (otherwise than as a result of **Force Majeure**) in those **Availability Window(s)** or in any associated **Pre-Window Instruction Period(s)** or **Post Window Run Down Period(s)** in respect of any one **Contracted Site** (including any **Substitute Site** in respect of periods when that **Contracted Site** is a **Substituted Site**, and including any **Replacement Site** in respect of periods when that **Contracted Site** is a **Replaced Site**) then **National Grid** shall be entitled (at its sole discretion) to reduce the **Availability Price** in respect of the relevant **Contracted Site** in respect of that calendar month by one percent for each **Availability Window** in question, subject always to a maximum reduction of 30% of the **Availability Price**, provided always that **National Grid** shall use reasonable endeavours to notify the **Reserve Provider** of the relevant **Events of Default** and number of relevant **Availability Windows** prior to issuing the relevant **Monthly Statement** in which such reduction in **Availability Price** shall be applied.

Termination of STOR Contract

3.5.3 **National Grid** may in its absolute discretion terminate a **STOR Contract** forthwith by notice in writing to the **Reserve Provider** in the following circumstances:-

- (a) where the **Reserve Provider** persistently fails to make available and/or provide **Reserve** from the relevant **Contracted Site** (including any **Substitute Site** in respect of periods when that **Contracted Site** is a **Substituted Site**, and any **Replacement Site** in respect of periods when that **Contracted Site** is a **Replaced Site**) and/or comply with the provisions of the **STOR Despatch Procedure** in respect thereof and such failure amounts to an intentional or reckless breach or disregard by the **Reserve Provider** of its obligations under this Section 3 and/or the **STOR Contract**; or
- (b) (without prejudice to **National Grid**'s rights under sub-paragraph 3.10.1) where, the **Reserve Provider** has breached the provisions of sub-paragraph 3.10.1 in respect of the **Contracted Site**.

3.5.4 Where in respect of any one **Contracted Site** (including any **Substitute Site** in respect of periods when that **Contracted Site** is a **Substituted Site**, and including any **Replacement Site** in respect of periods when that **Contracted Site** is a **Replaced Site**) the number of **Windows** in respect of which one or more of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 3:-

A, B, C, D, E, F, G, H, I, J, K, L, M, N

occurs exceeds either:-

(a) 3 in any **Season**; or

(b) 8 within a twelve month period during the term of the **STOR Contract**,

National Grid may in its absolute discretion but subject always to sub-paragraphs 3.5.5 and 4.4.6 terminate a **STOR Contract** forthwith by notice in writing to the **Reserve Provider**.

3.5.5 **National Grid**'s rights pursuant to sub-paragraph 3.5.4 above shall, for the avoidance of doubt, arise upon the occurrence of the fourth (or the ninth, as the case may be) **Window** in respect of which one or more **Events of Default** occurs and each such successive **Window** thereafter, but with respect to each such occurrence shall only be capable of being exercised within a period of 60 **Business Days** after the date upon which **National Grid** shall first become entitled to exercise such right to terminate (which, for the avoidance of doubt, shall not be before any period of suspension of the **STOR Contract**, pursuant to sub-paragraph 4.4.6).

3.5.6 Where the **Reserve Provider** has, in respect of a **Contracted Site**, failed two or more consecutive **Reproving Tests** conducted in accordance with sub-paragraph 3.11.1, **National Grid** may in its absolute discretion but subject always to sub-paragraph 4.4.6 terminate the **STOR Contract** in respect of the **Contracted Site** in question by notice in writing to the **Reserve Provider**.

3.5.7 Not Used.

3.5.8 Termination of any **STOR Contract** shall not affect any accrued rights or liability of either **Party** nor the coming into effect or continuance of any provision thereof which is expressly or by implication intended to come into force or effect after such termination.

3.5.9 For the purposes of this paragraph 3.5, it is acknowledged that the same occurrence or failure may constitute more than one **Event of Default**.

3.5.10 For the avoidance of doubt, the consequences of any **Event of Default** specified or referred to in this paragraph 3.5 shall not relieve the **Reserve Provider** from any of its obligations pursuant to the **Grid Code**, nor relieve either of the **Parties** from any of their obligations pursuant to the **Balancing and Settlement Code**.

3.6 GRID CODE AND DISTRIBUTION CODE

The provision by the **Reserve Provider** of **Reserve** shall not relieve it of any of its obligations or affect such obligations (where applicable) set out in the **Grid Code** (including without limitation its obligations (if any) to provide **Demand** control when instructed by **National Grid** under **Grid Code OC 6**) or in the **Distribution Code** of its host **Public Distribution System Operator**.

3.7 MAINTENANCE AND STATUS OF CONTRACTED SITES

3.7.1 The **Reserve Provider** shall maintain the **Plant** and **Apparatus** comprising each **Contracted Site** and **Substitute Site** to such a standard that the **Reserve Provider** can meet its obligations to provide **Reserve** in accordance with the terms of the **STOR Contract**.

3.7.2 If the **Contracted Site**, **Substitute Site** or **Replacement Site** or any part thereof either:-

- (a) becomes a **BM Unit** (or part of a **BM Unit**); or
- (b) is already a **BM Unit**,

and actively participates in the **Balancing Mechanism** during the term of the relevant **STOR Contract**, then **National Grid** and the **Reserve Provider** shall agree in writing such amendments to the **STOR Contract** as shall be necessary to ensure the **Reserve Provider** continues provision of the **Reserve** upon terms no more or less favourable than was the case prior to the change.

3.8 WEEKLY AND ANNUAL LIMITS AND REVISION OF ENERGY UTILISATION PRICE

3.8.1 Where, in any **Week** or during any **STOR Year** during the term of the relevant **STOR Contract**, the number of relevant **Utilisations** in relation to a **Contracted Site** has equalled or exceeded, respectively for that **Contracted Site**, the relevant **Weekly Limit** (if any) and/or **Annual Limit** (if any), the **Reserve Provider** may notify **National Grid** by facsimile in the form set out in Part I of Annexure 3 to this Section 3 of a revised **Energy Utilisation Price** in respect of that **Contracted Site** to apply for the remainder of that **Week** or the **STOR Year** (as the case may be), provided always that such revised **Energy**

Utilisation Price shall not any apply earlier than the commencement of the first **Operational Day** following the **Operational Day** in which **National Grid** receives such facsimile notification. Upon receipt of such notice **National Grid** shall as soon as reasonably practicable thereafter acknowledge safe receipt by facsimile in the form set out in Part I of Annexure 3 to this Section 2.

3.8.2 Until the commencement of the **Operational Day** referred to in sub-paragraph 3.8.1, the **Energy Utilisation Price** which shall apply in respect of that **Contracted Site** shall be the relevant price set out in the **STOR Contract**.

3.8.3 For the avoidance of doubt, where **National Grid** issues an **Instruction** in respect of a **Contracted Site** during a **Contracted Availability Window** or a **Contracted Optional Window** in respect of a **Reproving Test**, then this shall not, for the purposes of this paragraph 3.8, constitute a relevant **Utilisation**.

3.9 WARRANTY AND INDEMNITY

3.9.1 The **Reserve Provider** hereby warrants to **National Grid** that, as at the date of entering into of a **STOR Contract**, the provision by it of **Reserve** will not cause the **Reserve Provider**:-

- (a) to be in breach of its duties (if any) under Section 9 of the **Act**;
- (b) to be in breach of the Electricity Safety, Quality and Continuity Regulations 2002 (as amended from time to time) or of any regulations made under Section 29 of the **Act** or of any other enactment relating to safety or standards applicable in respect of the business of the **Reserve Provider**;
- (c) to be in breach of any provisions of the **Grid Code** or (where applicable) the **Distribution Code** of its host **Public Distribution System Operator** or make its compliance with any provision of either of these **Codes** impossible;
- (d) (where any **Contracted Site** is **Embedded**) to be in breach of or to otherwise be non-compliant with any **Connection Agreement** and/or any agreement for the supply of electricity to the **Plant** or for the acceptance of electricity into, and its delivery from, a **User System** or any other **System**;
- (e) to be in breach of any provision of its **Licence** (if any);
- (f) to be in breach of any restrictions and conditions attaching to relevant authorisations of the Environment Agency; or

(g) to be in breach of any other agreement or arrangement of whatever nature with any other person.

3.9.2 If at any time during the term of a **STOR Contract** the provision of **Reserve** would cause the **Reserve Provider** to be in breach or non-compliance as described in sub-paragraph 3.9.1 (whether by reason of any change or modification to the agreements, codes and legal requirements referred to therein since the date of entering into the **STOR Contract** or otherwise), the **Reserve Provider** agrees that it will not accept an **Instruction** from **National Grid** hereunder and, where it declines to accept an **Instruction** on such grounds, the **Reserve Provider** will:-

(a) notify **National Grid** in accordance with sub-paragraph 3.3.2; and

(b) provide to **National Grid** to **National Grid**'s reasonable satisfaction such written statement and all such supporting evidence as shall be necessary to demonstrate how compliance would cause such breach or non-compliance.

3.9.3 In the event that, in contravention of sub-paragraph 3.9.2, the **Reserve Provider** complies with an **Instruction** from **National Grid** which causes the **Reserve Provider** to be in breach or non-compliance as described in sub-paragraph 3.9.1 above, the **Reserve Provider** shall indemnify **National Grid** against all and any claims made against **National Grid** by the **Reserve Provider**'s host **Public Distribution System Operator** or any other person connected to or using the **Public Distribution System Operator**'s **User System** or any other **User System** or the owner or operator of any **User System** or any other person arising out of or resulting from such breach or non-compliance. Such indemnity shall include any legal costs and expenses reasonably incurred in the contesting of such claims including court costs and reasonable attorney's fees and other professional advisors' fees. The **Parties** agree and accept that, for the purposes of sub-paragraph 4.3.3, all such legal costs and expenses expressed to be the subject of such indemnity shall be treated as direct losses.

3.9.4 In the event of any such claim referred to in sub-paragraph 3.9.3 above or any third party claim under sub-paragraph 3.9.5 being made against **National Grid**, **National Grid** shall as soon as reasonably practicable give notice of the claim together with all relevant supporting documentation to the **Reserve Provider**. The **Reserve Provider** shall be entitled, upon written notice to **National Grid** and subject to **National Grid** receiving from the **Reserve Provider** such reasonable undertakings as **National Grid** shall reasonably require to protect **National Grid** against damage to its name, to assume, at its own expense, sole conduct of all proceedings relating to such claim including the right to contest such claim in the name of **National Grid** and **National Grid** shall supply the **Reserve Provider** with all information, assistance and particulars reasonably required by the **Reserve Provider** in connection

therewith. **National Grid** shall not accept, settle, pay or compromise any such claim without the prior written approval of the **Reserve Provider** (such approval not to be unreasonably withheld or delayed). The **Reserve Provider** shall reimburse **National Grid's** reasonable expenses incurred in connection with the provision of any such information, assistance or particulars in the contesting of any such claim.

3.9.5 The **Reserve Provider** hereby warrants to **National Grid** that, on the date of entering into each **STOR Contract** it is not, and it hereby undertakes that at all times throughout the term of the **STOR Contract** it will not be, in breach of the terms of the **Undertaking** and that, subject always to sub-paragraph 3.9.6, it will indemnify **National Grid** against any losses, liabilities, claims, expenses and demands which **National Grid** suffers as a direct result of a breach by the **Reserve Provider** of the provisions of this sub-paragraph 3.9.5.

3.9.6 The amount or amounts for which the **Reserve Provider** may be liable to **National Grid** pursuant to sub-paragraph 3.9.5 shall not exceed the sum of £250,000 per **STOR Contract**.

3.10 PROVISION OF OTHER SERVICES

3.10.1 The **Reserve Provider** hereby warrants to **National Grid** that, on the date of entering into the **STOR Contract**, it is not a party to an agreement or arrangement with its host **Public Distribution System Operator** or electricity supplier or other person to provide any service from the **Contracted Site(s)** the provision of which impairs the **Reserve Provider's** ability to make available and/or provide **Reserve** during any **Committed Window** and/or to perform its obligations under a **STOR Contract** and that, subject always to sub-paragraph 3.10.2, it will indemnify **National Grid** against any losses, liabilities, claims, expenses and demands which **National Grid** suffers as a direct result of a breach by the **Reserve Provider** of the provisions of this sub-paragraph 3.10.1. Notwithstanding such warranty where any agreement or arrangement results during the term of a **STOR Contract** in the impairment of the ability of the **Reserve Provider** to provide **Reserve** during any **Committed Window** and/or perform its obligations under such **STOR Contract**, then the **Reserve Provider** undertakes to reimburse to **National Grid** all and any losses, liabilities, claims, expenses and demands reasonably incurred or suffered by **National Grid** as a result of the **Reserve Provider's** ability to provide **Reserve** during any **Committed Window** and/or perform its obligations under such **STOR Contract** being thereby impaired.

3.10.2 The amount or amounts for which the **Reserve Provider** may be liable to **National Grid** pursuant to sub-paragraph 3.10.1 shall not exceed the sum of £250,000 per **STOR Contract**.

- 3.10.3 Where during the term of a **STOR Contract** the **Reserve Provider** intends to enter into an agreement or arrangement with its host **Public Distribution System Operator** or electricity supplier or other third party to provide any service from the **Contracted Site(s)** or to utilise the related connection assets as identified in the **Connection Agreement(s)** for the **Contracted Site(s)** during either the **Committed Windows** or **Contracted Optional Windows** the provision or use of which, in either case, impairs the **Reserve Provider's** ability to provide **Reserve** and/or perform its obligations under the **STOR Contract**, the **Reserve Provider** shall notify **National Grid**, in accordance with paragraph 4.8, as soon as reasonably practicable before entering into such agreement or arrangement. Upon and with effect from the entering into of any such agreement or arrangement, **National Grid** shall have the right to terminate the **STOR Contract** forthwith and serve a notice to that effect in accordance with paragraph 4.8.
- 3.10.4 For the avoidance of doubt, the availability in any **Settlement Period** of an increase in **Generation** and/or reduction in **Demand** from the **Contracted Site** or any part thereof for the benefit of any third party (including without limitation the **Reserve Provider's** host **Public Distribution System Operator** or electricity supplier) shall be deemed for the purposes of sub-paragraphs 3.10.1 and 3.10.2 to impair the **Reserve Provider's** ability to provide **Reserve**.

3.11 INSPECTION AND TESTING

Testing

- 3.11.1 Where the **Reserve Provider** is determined by **National Grid** to have failed to provide **Reserve** from a **Contracted Site** in accordance with sub-paragraph 3.3.7 and/or sub-paragraph 3.3.9, **National Grid** shall notify the **Reserve Provider** of such failure (hereinafter referred to as a "**Delivery Failure**") as soon as reasonably practicable thereafter and, save as provided in sub-paragraph 3.11.2, the **Reserve Provider** shall, for the purposes of sub-paragraph 3.4.1, be deemed not to have made **Reserve** available from the **Contracted Site** with effect from the time at which the **Delivery Failure** occurred until such time as the **Reserve Provider** shall be deemed to have restored the availability of **Reserve** from the **Contracted Site** in accordance with the following provisions:-
- (a) The **Reserve Provider** shall, during the period commencing at the time of **National Grid's** notification and ending either:-
- (i) when a successful **Reproving Test** is carried out in accordance with this sub-paragraph 3.11.1; or

- (ii) at the time of expiry of the **Permitted Test Period** if no **Reproving Test** is carried out by **National Grid**,

continue, in respect of the relevant **Contracted Site**, to comply with its obligation to make **Declarations** and/or **Redeclarations** in accordance with paragraph 3.2.

- (b) At any time during the period of fourteen **Operational Days** after the notification by **National Grid** referred to in sub-paragraph 3.11.1(a) (“the **Permitted Test Period**”), **National Grid** may in any **Contracted Availability Window** or **Contracted Optional Window** issue an **Instruction** in respect of the **Contracted Site** in accordance with sub-paragraph 3.3.1 (“a **Reproving Test**”) in order to verify the availability of **Reserve** from the **Contracted Site**.

- (c) If either:-

- (i) **National Grid** fails to carry out a **Reproving Test** during the **Permitted Test Period** in accordance with sub-paragraph 3.11.1(b) above; or
- (ii) the **Reserve Provider** passes a **Reproving Test** carried out during the **Permitted Test Period** in accordance with sub-paragraph 3.11.1(b) above,

then for the purposes of sub-paragraph 3.4.1 the availability of **Reserve** from the **Contracted Site** shall be deemed to have been restored with effect from the commencement of the first **Contracted Availability Window** after the **Contracted Availability Window** or **Contracted Optional Window** (as the case may be) in which the **Delivery Failure** occurred.

- (d) If the **Reserve Provider** fails a **Reproving Test** carried out during the **Permitted Test Period** in accordance with sub-paragraph 3.11.1(b) above, then:-

- (i) **National Grid** shall notify the **Reserve Provider** thereof as soon as reasonably practicable thereafter; and
- (ii) sub-paragraphs 3.11.1(a) to (c) (inclusive) shall apply (except that, for the purposes of sub-paragraph 3.11.1(b) above, the **Permitted Test Period** shall constitute the period of fourteen **Operational Days** after the date of the failed **Reproving Test** and for the purposes of sub-paragraph 3.11.1(c) above availability of **Reserve** shall be deemed to have been restored with effect from the commencement of the first **Contracted Availability Window** after the **Contracted Availability Window** or **Contracted**

Optional Window (as the case may be) in which the failed **Reproving Test** took place); and

(iii) sub-paragraph 3.5.6 shall apply.

(e) For the purposes of sub-paragraphs 3.11.1(b), (c) and (d) above, the **Permitted Test Period** shall be extended by an **Operational Day** for each **Operational Day** falling within the **Permitted Test Period**, in respect of which the **Reserve Provider** fails (in respect of all or part of one or more **Availability Windows** falling within that **Operational Day**) to confirm that **Reserve** is available from the relevant **Contracted Site** in accordance with sub-paragraph 3.2.1, 3.2.2 or 3.2.4, save that, with respect to any such **Operational Day**, the **Permitted Test Period** may not be so extended where the **Reserve Provider** has confirmed that **Reserve** is available from the relevant **Contracted Site** during the whole of at least one **Flexible Window** (where applicable).

(f) For the purposes of this sub-paragraph 3.11.1, a **Reproving Test** shall be passed if, in respect of the relevant **Contracted Site**, the **Reserve Provider** complies in all respects with sub-paragraphs 3.3.7 and 3.3.9 and failure of a **Reproving Test** shall be construed accordingly.

(g) For the purposes of paragraph 3.8, where **National Grid** issues an **Instruction** in respect of a **Contracted Site** during a **Contracted Availability Window** or a **Contracted Optional Window** by way of a **Reproving Test** pursuant to sub-paragraph 3.11.1(b) above, then this shall not constitute a relevant **Utilisation**.

3.11.2 Notwithstanding sub-paragraph 3.11.1 above, where in respect of a **Delivery Failure** the first **Reproving Test** is failed and the number of **Operational Days** in the period between the **Operational Day** when that **Delivery Failure** occurred and the **Operational Day** when the first **Reproving Test** is conducted exceeds fourteen **Operational Days**, **National Grid** may, in respect of such period, only withhold the **Reserve Availability Payment** in respect of:-

(a) (where the **Delivery Failure** occurs in a **Contracted Availability Window**) the remainder of such **Contracted Availability Window**; and

(b) all subsequent **Contracted Availability Windows** on the same **Operational Day** in which the **Delivery Failure** occurs and in the immediately following fourteen **Operational Days**,

provided always that the period of fourteen **Operational Days** described in paragraph (b) above shall be extended by an **Operational Day** for each **Operational Day** falling within such period, in respect of which the **Reserve Provider** fails (in respect of all or part of one or more **Availability Windows** falling within that **Operational Day**) to confirm that **Reserve** is available from the relevant **Contracted Site** in accordance with sub-paragraph 3.2.1, 3.2.2 or 3.2.4.

- 3.11.3 Notwithstanding sub-paragraph 3.11.1 above, **National Grid** may at its sole discretion, upon 48 hours written notice to the **Reserve Provider**, conduct such inspections and tests of the **Generating Unit(s)** and/or **Plant** and **Apparatus** comprising the **Contracted Site(s)** as it deems necessary during any **Availability Window** in respect of which the **Reserve Provider** has indicated in the relevant **Declaration** that **Reserve** is available.
- 3.11.4 In conducting a test pursuant to sub-paragraph 3.11.3 **National Grid** may issue an **Instruction** in accordance with sub-paragraph 3.3.1.
- 3.11.5 **National Grid** may carry out an inspection and test of the **Generating Unit(s)** and/or **Plant** and **Apparatus** comprising the **Contracted Site(s)** at the request of the **Reserve Provider**, provided that the **Reserve Provider**:-
- (a) gives **National Grid** reasonable notice in writing of the date on which the inspection and test is to be conducted;
 - (b) notifies **National Grid** in writing of the reason for such request; and
 - (c) pays all **National Grid**'s reasonable costs incurred in connection with such inspection and test.
- 3.11.6 No **Reserve Utilisation Payment**, nor any part thereof, shall be paid by **National Grid** in respect of any **Reserve** provided by the **Reserve Provider** during a test conducted pursuant to sub-paragraph 3.11.5.
- 3.11.7 While on the **Contracted Site** in pursuance of its rights and obligations pursuant to this paragraph 3.11, **National Grid** shall ensure that its employees, agents, suppliers, contractors and sub-contractors are aware of the **Reserve Provider**'s site and general corporate rules and procedures in relation to health, safety and working standards (insofar as the same have been made known by the **Reserve Provider** to **National Grid** in writing in advance) and shall use its reasonable endeavours to ensure that all such persons comply with such rules and procedures while on the **Contracted Site** in pursuance of **National Grid**'s rights and obligations pursuant to this paragraph 3.11. Further, **National Grid** shall use all reasonable

endeavours to ensure that all such persons carrying out such tests and inspections on its behalf are provided with all protective and safety clothing, tools and equipment reasonably necessary for their protection.

3.12 COMMUNICATIONS

- 3.12.1 Subject to sub-paragraphs 3.12.2 to 3.12.4, all communications between the **Parties** pursuant to this Section 3 (including without limitation **Declarations, Redeclarations** and **Instructions**) shall be given by **STOR Despatch** or, where **STOR Despatch** is unavailable at the **Commencement Date**, such alternative method of communication as may be agreed by **National Grid** in accordance with sub-paragraph 3.12.2. If, for whatever reason, **STOR Despatch** shall at any time during the term of the relevant **STOR Contract** become unavailable, then to that extent all **Declarations** and **Redeclarations** and other communications of whatever nature which concern the availability and utilisation of **Reserve** shall be given by such other means as may be agreed between the **Parties**.
- 3.12.2 Where **STOR Despatch** is unavailable at the **Commencement Date**, **National Grid** may, in its sole discretion, agree in writing with the **Reserve Provider** an alternative method of communication provided always that **National Grid** may at any time withdraw its agreement to the use of such alternative method of communication by serving notice in writing on the **Reserve Provider**.
- 3.12.3 Any communications required by this Section 3 to be given in writing shall be made and deemed to have been made in accordance with paragraph 4.8 save as may be otherwise agreed between the **Parties**.
- 3.12.4 Where **STOR Despatch** is for whatever reason unavailable at the **Commencement Date** and either:-
- (a) **National Grid** shall not have agreed pursuant to sub-paragraphs 3.12.1 and 3.12.2 that communications between the **Parties** pursuant to this Section 3 (including without limitation **Declarations, Redeclarations** and **Instructions**) may be given otherwise than by **STOR Despatch**; or
 - (b) **National Grid** shall have withdrawn its agreement to the use of an alternative method of communication in accordance with sub-paragraph 3.12.2,
- then:-

- (i) no **Reserve Availability Payments** shall be paid to the **Reserve Provider** in respect of the period during which such communications are not being given either by **STOR Despatch** or (where relevant) an alternative means agreed by **National Grid** and the **Reserve Provider** pursuant to sub-paragraphs 3.12.1 and 3.12.2, and sub-paragraph 3.4.1 shall be read and construed accordingly; and
- (ii) the **Reserve Provider** shall use its best endeavours to install **STOR Despatch** within a timescale agreed by **National Grid** (acting reasonably).

3.13 MONITORING AND METERING

- 3.13.1 The **Reserve Provider's** provision of **Reserve** and the amount of **Reserve** provided shall be monitored, metered and determined by reference to the minute by minute metering data communicated by the **Reserve Provider** to **STOR Despatch** and for such purpose the **Reserve Provider** shall procure the provision to **National Grid** of accurate minute by minute metering data. Where **STOR Despatch** is unavailable for the purposes of monitoring and metering of the **Reserve Provider's** provision of **Reserve**, **National Grid** may (where alternative metering data which is satisfactory to **National Grid** is not available) at its discretion withhold **Reserve Availability Payments** and/or **Reserve Utilisation Payments** in respect of the period during which **STOR Despatch** is unavailable for the purposes of such monitoring and metering.
- 3.13.2 The **Parties** hereby agree to be bound with respect to each other by the terms of the **STOR Despatch Procedure** as if the same were set out in full in this **Document**.
- 3.13.3 In the event of a conflict between the provisions of this **Document** and the provisions of the **STOR Despatch Procedure**, the provisions of this **Document** shall prevail.

ANNEXURE 1 TO SECTION 3

PAYMENT FORMULAE

(NON-BALANCING MECHANISM PARTICIPANTS)

Part I

Reserve Availability Payment (Contracted Availability

Windows only - there is no availability payment for Contracted Optional Windows)

The payment to be made by **National Grid** to the **Reserve Provider** referred to in sub-paragraph 3.4.1 in respect of the **Contracted Availability Windows** in calendar month m , for **Site** s (AF_{sm}) shall be calculated in accordance with the following formula (using notation as defined in Part VI of this Annexure):-

$$AF_{sm} = \sum_{j \in M_m} (AP_{sj} \times 0.5 \times CM_{sj} \times FF_{sj} \times FM_{sj})$$

Part II

Reserve Utilisation Payment

The payments to be made by **National Grid** to the **Reserve Provider** referred to in sub-paragraphs 3.4.2 and 3.4.3 for the provision of **Reserve** energy from **Site** s in **Contracted Availability Windows** and/or **Contracted Optional Windows** in calendar month m (UF_{sm}) shall be calculated in accordance with the following formula (using notation as defined in Part VI of this Annexure):-

$$UF_{sm} = \sum_{j \in M_m} (R_{sj} \times EP_{sj})$$

Part III

Seasonal Delivery Reconciliation Payment

The payment to be made by the **Reserve Provider** to **National Grid** referred to in sub-paragraph 3.4.5 in respect of **Season** n for **Site** s (SDR_{sn}) shall be calculated in accordance with the following formula (using notation as defined in Part VI of this Annexure):-

$$SDR_{sn} = M \times \frac{\min(P_n, N_{sn})}{P_n} \times (1 - ADMW_{sn}) \times \sum_{j \in C_n} (AP_{sj} \times 0.5 \times CM_{sj} \times FF_{sj} \times FM_{sj})$$

Where:

$M = 0$, if $ADMW_{sn} \geq 0.95$

$M = 1$, if $ADMW_{sn} < 0.95$

And

$$ADMW_{sn} = \frac{\sum_{j \in C_n} R_{sj}}{CM_{sj} \times \sum_{j \in C_n} T_{sj} + \sum_{R \in S_n} RJ_s}$$

Part IV

Committed Availability Reconciliation Payment

The payment to be made by the **Reserve Provider** to **National Grid** referred to in sub-paragraph 3.4.6 in respect of **STOR Year** y for **Site** s ($ACAR_{sy}$) shall be calculated in accordance with the following formula (using notation as defined in Part VI of this Annexure):-

$$ACAR_{sy} = \max \left[0, 1 - \frac{\sum_{j \in C_y} CF_{sj}}{\sum_{j \in A_y} MA_{sj}} \right] \times \left(\sum_{m \in Yy} AF_{sm} - \sum_{n \in Yy} SDR_{sn} \right)$$

Part V

Flexible Availability Reconciliation Payment

The payment to be made by the **Reserve Provider** to **National Grid** referred to in sub-paragraph 3.4.7 in respect of **STOR Year** y for **Site** s ($AFAR_{sy}$) shall be calculated in accordance with the following formula (using notation as defined in Part VI of this Annexure):-

$$AFAR_{sy} = \max \left[0, 1 - \frac{\sum_{j \in C_y} FA_{sj}}{0.85 \sum_{j \in A_y} FW_{sj}} \right] \times \left(\sum_{m \in Yy} AF_{sm} - \sum_{n \in Yy} SDR_{sn} \right)$$

Part VI
Notation

In Parts I to V (inclusive) of this Annexure:-

$\sum_{j \in M_m}$ is the summation over all **Settlement Periods** j , in the set M_m of **Settlement Periods** in:-

- (i) for the purposes of Part I, **Contracted Availability Windows**; and
- (ii) for the purposes of Part II, **Contracted Availability Windows, Pre-Window Instruction Periods, Post-Window Ramping Periods** and (where relevant) **Contracted Optional Windows** in month m

$\sum_{m \in Y_y}$ is the summation over all months m , in **STOR Year** y

$\sum_{n \in Y_y}$ is the summation over all **Seasons** n , in **STOR Year** y

AP_{sj} is the **Availability Price** in respect of **Site** s , applicable in each **Settlement Period** j

CM_{sj} is the **Contracted MW** in respect of **Site** s , applicable in each **Settlement Period** j

FF_{sj} is 0 in respect of each **Settlement Period** j , contained in a **Contracted Availability Window** where **Reserve** is declared or redeclared unavailable or deemed unavailable from **Site** s or where Annexure 2 to Section 3 provides that, in respect of **Settlement Period** j and **Site** s the **Reserve Provider** will not be entitled to receive a **Reserve Availability Payment**, otherwise 1

FM_{sj} is 0 in respect of each **Settlement Period** j , contained in a **Contracted Availability Window** where sub-paragraph 4.12.2 (**Force Majeure**) applies in respect of **Site** s , otherwise 1

RJ_s is the **Deemed Rejected Instruction Volume** in respect of **Site** s , being a volume (in MWh) of energy derived by multiplying the **Contracted MW** by the period of 1 hour

R_{sj}

is either:-

- (1) during periods where the **Contracted Site** is ramping (as defined by the **Contracted MW** and **Contracted Ramp Rates**) the volume of **Reserve energy** (MWh) delivered (being a volume not greater than the **Contracted MW** or the **Optional MW** (as the case may be) multiplied by the number of hours comprised in this **Instruction** segment), by either the increase in **Generation** or reduction in **Demand** by **Site s** in the **Settlement Period** / part **Settlement Period j**, in accordance with an **Instruction**, as determined by metering pursuant to sub-paragraph 3.13.1; or
- (2) otherwise, the volume of **Reserve energy** (MWh) delivered (being a volume not greater than the **Contracted MW** or the **Optional MW** (as the case may be) multiplied by the number of hours comprised in this instruction segment), by either the increase in **Generation** or reduction in **Demand** by **Site s** in the **Settlement Period** / part **Settlement Period j**, in accordance with an **Instruction** as determined by metering pursuant to sub-paragraph 3.13.1.

For the avoidance of doubt the **Instruction** will be segmented and **Reserve** delivery MWh capped at the volume instructed for:-

- (1) each **Settlement Period**; and
- (2) each sub-**Settlement Period** where the **Contracted Site** transitions from a contracted ramping to a non ramping period or vice versa, and from a **Contracted Availability Window** to an **Optional Availability Windows** and vice versa.

EP_{sj}

is the **Energy Utilisation Price** or (if applicable) the **Optional Energy Utilisation Price** (£/MWh), applicable in **Settlement Period j**, for **Site s**

$\sum_{j \in C_n}$

is the summation over all **Settlement Periods j**, in the set C_n of **Settlement Periods in Contracted Availability Windows in Season n**

$\sum_{R \in S_n}$

is the summation of the number of rejected **Instructions** in **Season n**

T_{sj}

is the period in hours of provision of **Reserve** energy for **Site** s following the issue of an **Instruction** during **Settlement Period** j commencing at the time of expiry of the **Response Time** and ending on the earlier of:-

- (i) the expiry of the **Maximum Utilisation Period**;
- (ii) the time specified by **National Grid** in an instruction issued pursuant to sub-paragraph 3.3.4; and
- (iii) (where the **Instruction** relates to the provision of **Reserve** during a **Contracted Availability Window** and such **Contracted Availability Window** is not immediately followed by a **Contracted Optional Window**) the end of the relevant **Contracted Availability Window** in which **Reserve** is being provided

$\sum_{j \in C_y}$

is the summation over all **Settlement Periods** j , in the set C_t of **Settlement Periods** in **Contracted Availability Windows** (being **Committed Windows**) in **STOR Year** y

$\sum_{j \in A_y}$

is the summation over all **Settlement Periods** j , in the set A_y of **Settlement Periods** in **Availability Windows** (being **Committed Windows**) in **STOR Year** y but excluding (1) periods of suspension of the **STOR Contract** pursuant to sub-paragraph 4.4.6 in the circumstances specified in sub-paragraph 4.4.6.6(b), (2) periods of suspension of the **STOR Contract** pursuant to the **STOR Framework Agreement** in the circumstances provided therein, and (3) any other **Availability Windows** (being **Committed Windows**) where sub-paragraph 4.12.2 (**Force Majeure**) applies

CF_{sj}

is 0 in respect of each **Settlement Period** j , contained in a **Contracted Availability Window** where **Reserve** is declared or redeclared unavailable or (save in the case of sub-paragraph 3.3.12) deemed unavailable from **Site** s or where Annexure 2 to Section 3 provides that, in respect of **Settlement Period** j and **Site** s the **Reserve Provider** will not be entitled to receive a **Reserve Availability Payment**, otherwise 1

MA_{sj}

is the required minimum availability, taking a value of 0.85, in respect of **Settlement Period** j and **Site** s

| | |
|----------------------|--|
| FA_{sj} | is 1 in respect of each Settlement Period j , contained in an Availability Window designated a Flexible Window in the relevant STOR Contract which is declared available at 10.00 hours on the Friday preceding the Week in which such Flexible Window falls and during which Reserve is made available from Site s or deemed unavailable in accordance with sub-paragraph 3.3.12, otherwise 0 |
| FW_{sj} | is 0 in respect of each Settlement Period j , contained in an Availability Window designated a Flexible Window in the relevant STOR Contract where by 10.00 hours on the Friday preceding the Week in which such Flexible Window falls Reserve is declared or redeclared unavailable or deemed unavailable from Site s , otherwise 1 |
| Site s or s | is the relevant Contracted Site (or, as applicable, any Substitute Site or Replacement Site) |
| STOR Year y or y | is either:- <ul style="list-style-type: none"> (i) the relevant STOR Year; or (ii) (where sub-paragraph 3.4.8 applies) the period from either the commencement of the relevant STOR Year or (if later) the Commencement Date of the STOR Contract until the date of termination or expiry of the STOR Contract; or (iii) (where sub-paragraph 3.4.9 applies) the period from the Commencement Date of the STOR Contract until the end of the relevant STOR Year in which the Commencement Date falls or (if earlier) the date of termination of the STOR Contract |
| Season n or n | is the relevant Season |
| N_{sn} | is the number of occasions in Season n where Site s is instructed to provide Reserve in Contracted Availability Windows in accordance with sub-paragraph 3.3.1 |
| P_n | is the threshold for Season n as determined in accordance with the table below:- |

| Length of Season s | Threshold, P_n |
|---------------------------|---------------------------------|
| < 4 weeks | 3 |
| 4 - 10 weeks | 4 |
| > 10 weeks | 5 |

ANNEXURE 2 TO SECTION 3

EVENTS OF DEFAULT AND CONSEQUENCES

(NON-BALANCING MECHANISM PARTICIPANTS)

| Event of Default – Redeclarations of Availability | Effect on Reserve Availability Payments |
|---|--|
| <p>A. A Redeclaration in the circumstances specified in sub-paragraph 3.2.11(a).</p> | <p>The Reserve Provider shall not be entitled:-</p> <p>(a) where notice is given prior to commencement of a Contracted Availability Window, to receive a Reserve Availability Payment in relation to that Contracted Site in respect of the whole of the Contracted Availability Window(s) to which the notice relates or (as the case may be) in respect of that Contracted Availability Window and all subsequent Contracted Availability Window(s) until the next Contracted Availability Window in respect of which the Reserve Provider notifies availability of Reserve from that Contracted Site; and</p> <p>(b) where notice is given during a Contracted Availability Window, to receive a Reserve Availability Payment in relation to that Contracted Site in respect of the remainder of such Contracted Availability Window and any subsequent Contracted Availability Window(s) to which the notice relates or (as the case may be) in respect of all subsequent Contracted Availability Window(s) until the next Contracted Availability Window in respect of which the Reserve Provider notifies availability of Reserve from that Contracted Site .</p> |
| <p>B. Failure to serve a Redeclaration forthwith upon becoming aware of unavailability of Reserve in Availability Window(s) or Contracted Availability Window(s) as specified in sub-paragraph 3.2.11(b).</p> <p>C. Failure, upon request from National Grid, to provide an explanation in reasonable detail for unavailability or National Grid has reasonable grounds to believe that unavailability is unrelated to technical capability as specified in sub-paragraph 3.2.11(c).</p> | <p>The Reserve Provider shall not be entitled to receive a Reserve Availability Payment in respect of that Contracted Site in respect of the whole of the Contracted Availability Window(s) in relation to which such event of default occurred.</p> |
| <p>D. Failure to serve a Redeclaration forthwith upon becoming aware of unavailability of Reserve in Optional Window(s), Deemed Optional Window(s) or Contracted Optional Window(s) as specified in sub-paragraph 3.2.11(b).</p> | <p>N/A</p> |

EVENTS OF DEFAULT AND CONSEQUENCES (CONT.)
(NON-BALANCING MECHANISM PARTICIPANTS)

| Event of Default – Utilisation of Reserve | Effect on Reserve Availability Payments |
|--|--|
| <p>E. Any failure by the Reserve Provider to notify National Grid of acceptance or rejection of an Instruction within the period of time specified in sub-paragraph 3.3.2.</p> <p>F. Rejection of an Instruction by the Reserve Provider in the circumstances specified in sub-paragraph 3.3.8(d).</p> | <p>The Reserve Provider shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted Site for the whole of the Contracted Availability Window in relation to which such failure occurred.</p> <p>For the purposes of the Seasonal Delivery Reconciliation Payment, each such Event of Default shall attract a Deemed Rejected Instruction Volume calculated by reference to the period of 1 hour.</p> |
| <p>G. Any failure by the Reserve Provider to acknowledge receipt of any cease instruction given by National Grid pursuant to sub-paragraph 3.3.4 within the period of time specified in sub-paragraph 3.3.5.</p> <p>H. The provision of Active Power or shortfall in average Demand from a Contracted Site otherwise than pursuant to an Instruction in the circumstances specified in sub-paragraph 3.3.11.</p> | <p>The Reserve Provider shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted Site for the whole of the Contracted Availability Window in relation to which such failure occurred.</p> |
| <p>I. Failure to comply with sub-paragraph 3.3.7 in respect of the provision of Contracted MW in the circumstances specified in sub-paragraph 3.3.8(a).</p> | <p>The Reserve Provider shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted Site in respect of each Settlement Period comprised (wholly or partly) in the period commencing on the expiry of the Response Time and ending at the time from which the Reserve Provider provides Reserve.</p> |
| <p>J. Failure to comply with sub-paragraph 3.3.7 in respect of the provision of Contracted MW in the circumstances specified in sub-paragraph 3.3.8(b).</p> <p>K. Failure to comply with sub-paragraph 3.3.7 in respect of the provision of Contracted MW in the circumstances specified in sub-paragraph 3.3.8(c).</p> <p>L. Failure to comply with sub-paragraph 3.3.9 in respect of the provision of Contracted MW in the circumstances specified in sub-paragraph 3.3.10.</p> | <p>The Reserve Provider shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted Site in respect of the remainder of that Contracted Availability Window commencing at the time at which such Event of Default occurred.</p> |
| <p>M. Failure to comply with sub-paragraph 3.3.7 and/or 3.3.9 in respect of the provision of Optional MW as specified in sub-paragraph 3.3.7 and/or 3.3.10.</p> | N/A |
| Event of Default – Miscellaneous | Effect on Reserve Availability Payments |
| <p>N. A failure by the Reserve Provider to comply with any other provision of Section 3 not the subject of Events of Default A to M above.</p> | N/A |

ANNEXURE 3 TO SECTION 3
FACSIMILE FORMS
(NON-BALANCING MECHANISM PARTICIPANTS)

Part I
SHORT TERM OPERATING RESERVE -
NOTIFICATION OF A REVISED ENERGY UTILISATION PRICE
UPON REACHING UTILISATION LIMIT

| RESERVE PROVIDER'S DETAILS | | | |
|----------------------------|--|--------------|--|
| Contracted Site: | | Tel: | |
| Contract Number: | | Standby Tel: | |
| Company Name: | | Fax: | |
| Contracted MW: | | Standby Fax: | |

We hereby serve notice of a new Energy Utilisation Price following the Utilisation Limit being reached at the above Contracted Site, as follows:

| Limit Type Exceeded (Weekly/ Annual) | Date Limit Exceeded | New Energy Utilisation Price (£/MWh) | Date new Energy Utilisation Price effective from* |
|--------------------------------------|---------------------|--------------------------------------|---|
| | | | |

* Date may not be earlier than the Operational Day after receipt by National Grid of this facsimile notification.

Fax Sent By (Print name): Date: Time:

Signature:

 Fax acknowledged by National Grid:

Signature: Date: Time:

National Grid Control

Fax number: 0870 602 4805

Telephone: 0870 240 6961

Standby Fax:

Standby Telephone:

0870 602 4802

0844 892 0360

Part II
SHORT TERM OPERATING RESERVE -
NOTIFICATION OF ACCEPTANCE OR REJECTION OF
FLEXIBLE WINDOWS

| | |
|------------|--|
| To: | |
|------------|--|

| | |
|-------------------------|--|
| Fax: | |
| Standby Fax: | |

We hereby notify you of acceptance/rejection of the availability of Short Term Operating Reserve from Contracted Site(s) during Flexible Window(s), as follows:

| Contracted Site | Contract Number | Flexible Window (I, II, III) | Operational Day (DD:MM:YY) | Accepted/ Rejected |
|-----------------|-----------------|------------------------------|----------------------------|--------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NB. Any Flexible Window(s) in respect of which a Declaration or Redeclaration is rejected by NGET becomes a Deemed Optional Window in accordance with paragraph 3.2.3 of the STOR Standard Contract Terms. Subject to any Redeclaration in accordance with paragraph 3.2.5 of the STOR Standard Contract Terms, Reserve must be available from the Contracted Site during the Deemed Optional Window in accordance with your Declaration.

Fax Sent By (Print name): **Date:** **Time:**

Signature:

For and on behalf of National Grid Electricity Transmission plc

National Grid Control

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SECTION 4

GENERAL PROVISIONS

4.1 INTRODUCTION

- 4.1.1 Subject to sub-paragraph 4.1.2, this General Provisions Section contains those provisions which are generic, but which do not relate directly to the specific areas dealt with in other Sections.
- 4.1.2 Paragraphs 4.2, 4.6 and 4.8 shall not apply and shall be replaced with paragraphs 4.2, 4.6 and 4.8 set out in Schedule 2 where a **STOR Contract** provides that the **Reserve Provider** may procure the performance by a **Reserve Provider's Agent** of certain of its obligations in connection with the provision of **Short Term Operating Reserve** pursuant to either Section 2 or Section 3.

4.2 PAYMENTS

- 4.2.1 On the eighteenth **Business Day** of each calendar month **National Grid** shall send to the **Reserve Provider** a statement ("the **Monthly Statement**") setting out details of the following (to the extent applicable) in respect of the preceding calendar month:-
- 4.2.1.1 the **Contracted Availability Windows** and **Contracted Optional Windows**;
- 4.2.1.2 the hours of provision of **Reserve** for each **Contracted BM Unit** and/or **Contracted Site** (as the case may be);
- 4.2.1.3 the **Reserve Availability Payments** and **Reserve Utilisation Payments**;
- 4.2.1.4 each occurrence of an event of default specified in Annexure 2 to Sections 2 or 3 (as the case may be).
- 4.2.2 **National Grid** shall set out the details of the reconciliation payment(s) (if any) due from the **Reserve Provider** to **National Grid** pursuant to sub-paragraphs 2.4.2 to 2.4.5 (inclusive) and/or 3.4.5 to 3.4.9 (inclusive) (as the case may be) in **Monthly Statements** as follows:-
- 4.2.2.1 where at the end of a **Season** a **Seasonal Delivery Reconciliation Payment** shall fall due from the **Reserve Provider** to **National Grid** in accordance with sub-paragraph 2.4.2 or 3.4.5 (as the case may be) then details of such payment shall be included in either the first practicable **Monthly Statement** issued thereafter or where the **Reserve Provider** has a **STOR Contract** in respect of

the next following **Season**, the first practicable **Monthly Statement** issued after the end of such subsequent **Season**, save that in respect of the final **Season** of the term of a **STOR Contract**, **National Grid** shall include an estimate of the **Seasonal Delivery Reconciliation Payment** due from the **Reserve Provider** to **National Grid** in the **Monthly Statement** in respect of the calendar month in which such **Season** ends and shall in the first practicable **Monthly Statement** thereafter include details of:-

- (a) its determination of the final **Seasonal Delivery Reconciliation Payment**; and
- (b) the adjustment (if any) to be made to the account between the **Reserve Provider** and **National Grid** in relation to any difference between the estimated and final **Seasonal Delivery Reconciliation Payments**; and

4.2.2.2 where at the end of a **STOR Year** during the term of a **STOR Contract** or where either a **STOR Contract** expires or is terminated and a **Committed Availability Reconciliation Payment** and/or a **Flexible Availability Reconciliation Payment** shall fall due from the **Reserve Provider** to **National Grid** in accordance with sub-paragraphs 2.4.3 to 2.4.5 (inclusive) or 3.4.6 to 3.4.9 (inclusive) (as the case may be) then:-

- (a) where any such payment(s) falls due at the end of a **STOR Year** during the term of a **STOR Contract** in accordance with any of sub-paragraphs 2.4.3, 2.4.5, 3.4.6, 3.4.7 or 3.4.9 then details of such payments shall be included in the first practicable **Monthly Statement** issued thereafter; or
- (b) where any such payment(s) falls due upon the expiry or termination of a **STOR Contract**, **National Grid** shall include an estimate of the **Committed Availability Reconciliation Payment** and/or **Flexible Availability Reconciliation Payment** in the **Monthly Statement** in respect of the calendar month in which such **STOR Contract** expires or is terminated and shall in the first practicable **Monthly Statement** thereafter include details of:-
 - (i) its determination of the final **Committed Availability Reconciliation Payment** and/or **Flexible Availability Reconciliation Payment**; and

- (ii) any adjustment to be made to the account between the **Reserve Provider** and **National Grid** in relation to any difference between the estimated and final **Committed Availability Reconciliation Payment** and/or **Flexible Availability Reconciliation Payment**.

4.2.3 If the **Reserve Provider** disagrees with any dates, times, facts or calculations set out in the **Monthly Statement**, subject to sub-paragraph 4.2.17, it shall produce to **National Grid** the evidence upon which it relies in support of such disagreement. The **Parties** shall discuss and endeavour to resolve the matter and any revisions to the **Monthly Statement** agreed as a result thereof shall appear in the **Monthly Statement** next following the date of resolution of the dispute. The dates, times, facts and calculations set out in the **Monthly Statement** shall be binding upon the **Parties** until such time as they are reversed or revised by agreement between the **Parties** or by an arbitrator appointed pursuant to sub-paragraph 4.9.

4.2.4 Where:-

4.2.4.1 **National Grid** discovers that any previous **Monthly Statement** contains an arithmetic error or omission; or

4.2.4.2 **National Grid** becomes aware of any facts (other than facts falling within sub-paragraph 4.2.4.1) which show that the **Reserve Provider** was not entitled to receive a payment already made (including, for the avoidance of doubt, where sub-paragraph 2.5.6 or 3.5.6 applies),

subject to sub-paragraph 4.2.17, **National Grid** shall adjust the account between itself and the **Reserve Provider** accordingly in the next **Monthly Statement** which it issues, setting out the reason why the adjustment has been made, and the provisions of sub-paragraph 4.2.3 shall apply mutatis mutandis to such adjustments.

4.2.5 The due date of payment for the purposes of sub-paragraph 4.2.8 in respect of any disputed amount subsequently determined or agreed to be payable to the **Reserve Provider** shall be the date for payment of the relevant **Monthly Statement** from which the dispute arises.

4.2.6 **National Grid** shall pay to the **Reserve Provider** the amount shown as due from **National Grid** in a **Monthly Statement** within three **Business Days** of the date on which the **Monthly Statement** is or should be received. The **Reserve Provider** shall pay to **National Grid** the amount shown as due from the **Reserve Provider** in a **Monthly Statement** within three **Business Days** of the date on which the **Monthly Statement** is issued.

- 4.2.7 If either **Party** ("the **Defaulting Party**") in good faith and/or with reasonable cause fails to pay under sub-paragraph 4.2.6 any amount properly due under this **Document**, such **Defaulting Party** shall pay to the other **Party** interest on such overdue amount from and including the due date of such payment to (but excluding) the date of actual payment (as well after as before judgement) at the **Base Rate** provided that should the **Defaulting Party** otherwise fail to pay any amount properly due under this **Document** on the due date then the **Defaulting Party** shall pay to the other **Party** interest on such overdue amount at the **Enhanced Rate** from the due date on which such payment was properly due to (but excluding) the date of actual payment. Interest shall accrue from day to day.
- 4.2.8 If, following a dispute or by virtue of sub-paragraphs 4.2.3 or 4.2.4, it is determined or agreed that the **Reserve Provider** was entitled to a further payment from **National Grid**, the **Reserve Provider** shall be entitled to interest at the **Base Rate** on the amount of such further payment from the due date calculated in accordance with sub-paragraph 4.2.5 until the date of actual payment.
- 4.2.9 If following a dispute or by virtue of the provisions of sub-paragraphs 4.2.3 or 4.2.4 it is determined or agreed that the **Reserve Provider** was not entitled to any payment it has received, **National Grid** shall be entitled to interest at the **Base Rate** on the amount so paid from the date of payment until the date of repayment or the date when **National Grid** makes a payment to the **Reserve Provider** which takes such payment into account.
- 4.2.10 Notwithstanding any other provision of this **Document**, the **Parties** shall not be limited in any way as to the evidence upon which they may rely in any proceedings arising out of or in connection with payment for making available or providing **Reserve** under this **Document**, the **STOR Framework Agreement** and/or the **STOR Contract** and the **Parties** agree that, in the event and to the extent that either **Party** succeeds in proving in any such proceedings that **Reserve** was or was not made available or provided, the successful **Party** shall be entitled to repayment of the sums already paid or payment of sums not paid as the case may be in respect of **Reserve** or its availability.
- 4.2.11 Save as otherwise expressly provided in this **Document** or the **STOR Framework Agreement**, sums payable by one **Party** to the other pursuant to this **Document** or the **STOR Framework Agreement** whether by way of charges, interest or otherwise, shall (except to the extent otherwise required by law) be paid in full, free and clear of and without deduction, set-off or deferment in respect of any disputes or claims whatsoever provided that either **Party** shall be entitled to set off any payment due and payable by the other **Party** under this **Document** or the **STOR Framework Agreement** against any payment it makes to that **Party**.

- 4.2.12 **National Grid** represents and warrants to the **Reserve Provider** that it enters into the **STOR Framework Agreement** and each **STOR Contract** as principal and not as agent for any other person.
- 4.2.13 All amounts specified in the **STOR Contract** shall be exclusive of any **Value Added Tax** or other similar tax and **National Grid** shall pay to the **Reserve Provider Value Added Tax** at the rate for the time being and from time to time properly chargeable in respect of the making available and/or provision of **Reserve** under this **Document**, the **STOR Framework Agreement** and all **STOR Contracts**.
- 4.2.14 The **Reserve Provider** hereby warrants and represents to **National Grid** that it consents to the operation of a self-billing system by **National Grid** with regard to the payment for **Reserve** to be provided and made available pursuant to this **Document**, the **STOR Framework Agreement** and all **STOR Contracts** and will at all times throughout the terms of each **STOR Contract** maintain such consent. The **Reserve Provider** hereby undertakes to do (at **National Grid** 's cost) all acts and things reasonably necessary to enable **National Grid** to comply with the regulations of HM Customs and Excise as regards such self billing.
- 4.2.15 The submission of all **Monthly Statements** and facts and other evidence in support thereof and any questions in connection therewith from **National Grid** to the **Reserve Provider** and vice versa in accordance with this paragraph 4.2 must be made, in the absence of agreement to the contrary between the **Parties**, by 19.00 hours on the **Business Day** concerned.
- 4.2.16 All payments to be made by **National Grid** to the **Reserve Provider** under this **Document** will be made by payment to the **Reserve Provider's** bank account details of which are notified by the **Reserve Provider** from time to time in accordance with paragraph 4.8.
- 4.2.17 In the absence of fraud, neither the **Reserve Provider** nor **National Grid** may invoke the provisions of (respectively) Sub-Clauses 4.2.3 or 4.2.4 with respect to the contents of any **Monthly Statement** after the period of 12 months commencing at the start of the calendar month to which such **Monthly Statement** relates (or, in the case of **Seasonal Delivery Reconciliation Payments, Committed Availability Reconciliation Payments** and **Flexible Availability Reconciliation Payments**, after the period of 12 months commencing on 1 April which next follows submission of that **Monthly Statement** containing details thereof), after which date such **Monthly Statement** shall be final and conclusive as to the amounts payable with respect thereto. For the avoidance of doubt, where a **Monthly Statement** reflects adjustments to a previous **Monthly Statement** in accordance with the foregoing provisions of this Sub-Clause 4.2 then for the purposes of this Sub-Clause 4.2.17 the period of 12 months shall commence at the start of the calendar month to which the original **Monthly Statement** relates.

4.2.18 The provisions of this sub-paragraph 4.2 shall survive the termination of any **STOR Contract** and/or **STOR Framework Agreement**.

4.3 LIMITATION OF LIABILITY

4.3.1 Subject to sub-paragraph 4.3.2, and save where any provision of this **Document**, the **STOR Framework Agreement** or any **STOR Contract** (including where applicable the **Short Term Operating Reserve Despatch Procedure**) provides for an indemnity or the payment of liquidated damages, the **Parties** agree and acknowledge that neither **Party** (the "**Party Liable**") nor any of its officers, employees or agents shall be liable to the other **Party** for loss arising from any breach of this **Document**, the **STOR Framework Agreement** or the **STOR Contract** other than for loss directly resulting from such breach and which at the date of the **STOR Framework Agreement** or the **STOR Contract** concerned was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

4.3.1.1 physical damage to the property of the other **Party**, its officers, employees or agents; and/or

4.3.1.2 the liability of such other **Party** to any other person for loss in respect of physical damage to the property of any person subject, for the avoidance of doubt, to the requirement that the amount of such liability claimed by such other **Party** should be mitigated in accordance with general law,

provided further that the liability of any **Party** in respect of all claims for such loss shall not exceed five million pounds sterling (£5,000,000) per incident or series of related incidents.

4.3.2 Nothing in this **Document** or in the **STOR Framework Agreement** or any **STOR Contract** shall exclude or limit the liability of the **Party Liable** for death or personal injury resulting from the negligence of the **Party Liable** or any of its officers, employees or agents and the **Party Liable** shall indemnify and keep indemnified the other **Party**, its officers, employees or agents, from and against all such and any loss or liability which such other **Party** may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the **Party Liable** or any of its officers, employees or agents.

4.3.3 Subject to sub-paragraph 4.3.2, and save where any provision of this **Document**, the **STOR Framework Agreement** or any **STOR Contract** provides for an indemnity or the payment of liquidated damages, neither the **Party Liable** nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to the other **Party** for:-

- 4.3.3.1 any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill;
or
- 4.3.3.2 any indirect or consequential loss; or
- 4.3.3.3 loss resulting from the liability of the other **Party** to any other person howsoever and whensoever arising save as provided in sub-paragraph 4.3.1.2 and sub-paragraph 4.3.2.
- 4.3.4 Each **Party** acknowledges and agrees that the other **Party** holds the benefit of sub-paragraphs 4.3.1 and 4.3.2 and 4.3.3 for itself and as trustee and agent for its officers, employees and agents.
- 4.3.5 The rights and remedies provided by this **Document**, the **STOR Framework Agreement** and any **STOR Contract** to the **Parties** are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this **Document** , the **STOR Framework Agreement** and any **STOR Contract**, including (without limitation) any rights either **Party** may possess in tort which shall include actions brought in negligence and/or nuisance. Accordingly, each of the **Parties** hereby waives to the fullest extent possible such rights and remedies provided by common law or statute and releases the other **Party**, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this **Document**, the **STOR Framework Agreement** and any **STOR Contract** and undertakes not to enforce any of the same except as expressly provided herein.
- 4.3.6 For the avoidance of doubt, the **Parties** acknowledge and agree that nothing in this **Document** or in the **STOR Framework Agreement** or any **STOR Contract** shall exclude or restrict or otherwise prejudice or affect any of the rights, powers, privileges, remedies, duties and obligations of the **Secretary of State** or the **Authority** under the **Act**, any **Licence** or otherwise howsoever.
- 4.3.7 Each of sub-paragraphs 4.3.1, 4.3.2, 4.3.3 and 4.3.4 shall:-
- 4.3.7.1 be construed as a separate and severable contract term, and if one or more of such sub-paragraphs is held to be invalid, unlawful or otherwise unenforceable the other or others of such sub-paragraphs shall remain in full force and effect and shall continue to bind the **Parties**; and

- 4.3.7.2 survive termination of the **STOR Framework Agreement** or the **STOR Contract** concerned.
- 4.3.8 For the avoidance of doubt, nothing in this paragraph 4.3 shall prevent or restrict any **Party** enforcing any obligation (including suing for a debt) owed to it under or pursuant to this **Document**, the **STOR Framework Agreement** or any **STOR Contract**.
- 4.3.9 Each **Party** acknowledges and agrees that the provisions of this sub-paragraph 4.3 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date of submission of the relevant **STOR Tender**.
- 4.3.10 Save as otherwise expressly provided in this **Document**, this paragraph 4.3 insofar as it excludes or limits liability shall override any other provision of this **Document** provided that nothing in this paragraph 4.3 shall exclude or restrict or otherwise prejudice or affect any of:-
- 4.3.10.1 the rights, powers, duties and obligations of **National Grid** or any **Reserve Provider** which are conferred or created by the **Act** or the **Transmission Licence**; or
- 4.3.10.2 the rights, powers, duties and obligations of the **Authority** or the **Secretary of State** under the **Act** or any **Licence** or otherwise howsoever.

4.4 TERMINATION

Termination by the Reserve Provider

- 4.4.1 In the event that:-
- 4.4.1.1 **National Grid** shall fail to pay (other than by inadvertent error in funds transmission which is discovered by the **Reserve Provider**, notified to **National Grid** and corrected within five **Business Days** following such notification) any amount properly due or owing from it pursuant to this **Document**, the **STOR Framework Agreement** or any **STOR Contract** according to its terms, and such non-payment continues unremedied and not disputed in good faith and upon reasonable grounds at the expiry of seven **Business Days** immediately following receipt by **National Grid** of written notice from the **Reserve Provider** of such non-payment; or
- 4.4.1.2 in respect of **National Grid**:-

- (a) an order of the High Court is made or an effective resolution passed for its insolvent winding-up or dissolution; or
- (b) a receiver (which expression shall include (where relevant) an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking is appointed; or
- (c) an administration order under Section 8 of the Insolvency Act 1986 is made or any other steps are taken to appoint an administrator or a voluntary arrangement is proposed under Section 1 of that Act; or
- (d) it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the **Authority**); or
- (e) it is unable to pay its debts within the meaning of Section 123 (1) or (2) of the Insolvency Act 1986 save that such section shall have effect as if for £750.00 there was inserted £250,000 (and **National Grid** shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by it with recourse to all appropriate measures and procedures),

and in any of the cases specified in this sub-paragraph 4.4.1.2, within 28 days of appointment of the liquidator, receiver, administrative receiver, administrator, nominee or other similar officer, such person has not provided to the **Reserve Provider** a guarantee of future performance by **National Grid** of the **STOR Framework Agreement** and all **STOR Contracts** in such form and amount as the **Reserve Provider** may reasonably require; or

- 4.4.1.3 a **Detailed Change Proposal** is implemented in respect of which the **Reserve Provider** is not entitled to seek an increase in **Contract Prices** pursuant to sub-paragraph 1.2.10(b) (as a result of the application of sub-paragraph 1.2.11) which has a significant detrimental effect on the business of the **Reserve Provider**.

the **Reserve Provider** may declare by notice in writing to **National Grid** that such event or events has become a termination event. Once the **Reserve Provider** has given notice of a termination event, the **STOR Contract(s)** shall terminate but for the avoidance of doubt in the case of sub-paragraph 4.4.1.3 on the basis that no payment shall be due from **National**

Grid to the **Reserve Provider** as a consequence of such termination save as expressly provided in this **Document**.

Termination by National Grid

4.4.2 In the event that the **Reserve Provider** at any time ceases to be a party to an agreement for connection to and (where required) use of a **System** in respect of any **Contracted BM Unit** or **Contracted Site**, **National Grid** may in its absolute discretion terminate the **STOR Contract** related to such **Contracted BM Unit** or **Contracted Site** by notice in writing to the **Reserve Provider** provided always that such right of termination shall not arise where the **Reserve Provider** shall have assigned or transferred the benefit or burden of the **STOR Contract** concerned in accordance with sub-paragraph 4.5.1.

4.4.3 In the event that:-

4.4.3.1 the **Reserve Provider** shall fail to pay (other than by inadvertent error in funds transmission which is discovered by **National Grid**, notified to the **Reserve Provider** and corrected within five **Business Days** thereafter) any amount properly due or owing from the **Reserve Provider** to **National Grid** pursuant to this **Document**, the **STOR Framework Agreement** or any **STOR Contract** according to its terms, and such non-payment continues unremedied and not disputed in good faith and upon reasonable grounds at the expiry of seven **Business Days** immediately following receipt by the **Reserve Provider** of written notice from **National Grid** of such non-payment; or

4.4.3.2 in respect of the **Reserve Provider**:-

- (a) an order of the High Court is made or an effective resolution passed for its insolvent winding up or dissolution; or
- (b) a receiver (which expression shall include (where relevant) an administrative receiver within the meaning of Section 29 Insolvency Act 1986) of the whole or any material part of its assets or undertaking is appointed; or
- (c) an administration order under Section 8 of the Insolvency Act 1986 is made or any other steps are taken to appoint an administrator or a voluntary arrangement is proposed under Section 1 of that Act; or

- (d) it enters into any scheme of arrangement (other than for the purpose of a reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the **Authority**); or
- (e) it is unable to pay its debts (within the meaning of Section 123(1) or (2) of the Insolvency Act 1986 save that such sections shall have effect as if for £750.00 there was inserted £250,000 and the **Reserve Provider** shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by the **Reserve Provider** with recourse to all appropriate measures and procedures),

and, in any of the cases specified in this sub-paragraph 4.4.3.2, within 28 days of appointment of the liquidator, receiver, administrative receiver, administrator, nominee or other similar officer, such person has not provided to **National Grid** a guarantee of future performance by the **Reserve Provider** of the **STOR Framework Agreement** and all **STOR Contracts** in such form and amount as **National Grid** may reasonably require,

National Grid may declare by notice in writing to the **Reserve Provider** that such event or events has become a termination event in respect of the **STOR Contract(s)** and (in **National Grid**'s discretion) the **STOR Framework Agreement**. Once **National Grid** has given notice of a termination event the **STOR Contract(s)** and (where applicable) the **STOR Framework Agreement** shall terminate.

4.4.4 Without prejudice to sub-paragraphs 4.4.1 to 4.4.3 inclusive:-

- 4.4.4.1 a **STOR Contract** shall also terminate upon the formation of a replacement **STOR Contract** in the circumstances set out in sub-paragraph 1.7.3(a);
- 4.4.4.2 a **STOR Contract** shall also terminate in the circumstances specified in Sections 2 and 3 of this **Document**;
- 4.4.4.3 a **STOR Contract** shall also terminate in the circumstances specified in the **STOR Framework Agreement**; and
- 4.4.4.4 a **STOR Framework Agreement** and all and any subsisting **STOR Contracts** shall also terminate in the circumstances specified in sub-paragraphs 4.12.6 and 4.16.2.

4.4.5 Termination of the **STOR Framework Agreement** and any **STOR Contract** shall be without prejudice to the rights and remedies to which a **Party** may be entitled thereunder and

shall not affect any accrued rights or liabilities of either **Party** nor the coming into or continuance in force of any provision thereof which is expressly or by implication intended to come into force on or after such termination.

Suspension of STOR Contracts

4.4.6 Where **National Grid** has a subsisting right to terminate a **STOR Contract** pursuant to sub-paragraphs 2.5.4, 2.5.6, 3.5.4, 3.5.6 or 4.12.6 (as the case may be) (the “**Relevant Termination Provisions**”), before exercising that right **National Grid** shall notify the **Reserve Provider** in writing of its intention to do so, and the following provisions shall apply:-

4.4.6.1 Such notice shall specify the circumstances entitling it to do so and any supporting evidence;

4.4.6.2 No later than twenty (20) **Business Days** following **National Grid**'s notice, the **Reserve Provider** may prepare (at its own cost) and submit to **National Grid** a plan (the “**Remedial Plan**”) setting out the steps it proposes to take in order to avoid a repetition of the circumstances entitling **National Grid** to terminate, including the **Reserve Provider**'s timetable for implementation, and **National Grid** shall at the **Reserve Provider**'s written request meet with the **Reserve Provider** during such period of twenty (20) **Business Days** to help identify such proposed steps;

4.4.6.3 No later than fifteen (15) **Business Days** following receipt of a **Remedial Plan** from the **Reserve Provider** pursuant to sub-paragraph 4.4.6.2, **National Grid** (acting reasonably) shall notify the **Reserve Provider** in writing either:-

(a) of its rejection of the **Remedial Plan** on grounds that it does not believe the **Remedial Plan** is reasonable in all the circumstances, and shall give reasons for its belief to a reasonable level of detail, whereupon sub-paragraph 4.4.6.4 shall apply; or

(b) of its acceptance of the **Remedial Plan**.

If **National Grid** shall fail to make any such notification by such date then it shall be deemed to have accepted the **Remedial Plan**.

4.4.6.4 If **National Grid** rejects the **Remedial Plan** in accordance with sub-paragraph 4.4.6.3(a), then:-

- (a) no later than five (5) **Business Days** after receipt of such notice of rejection the **Reserve Provider** may dispute the same and notify **National Grid** in writing of its intention to refer the matter to **Expert Determination**;
- (b) the **Parties** shall thereupon endeavour to resolve their disagreement but the **Reserve Provider** may refer the matter to **Expert Determination** at any time no later than the date fifteen (15) **Business Days** after receipt of **National Grid's** notice of rejection; and
- (c) for the purposes of this sub-paragraph 4.4.6 the **Expert** shall be requested to consider the reasonableness of the **Reserve Provider's Remedial Plan** having regard to (inter alia):-
 - (i) **National Grid's** stated objections thereto;
 - (ii) the circumstances entitling **National Grid** to terminate; and
 - (iii) the steps and time reasonably necessary for the **Reserve Provider** to overcome such circumstances,

and where an **Expert** considers such **Remedial Plan** to be unreasonable in any respect, then he shall be requested to specify an alternative **Remedial Plan** that he considers to be reasonable in all the circumstances (including a date by which such **Remedial Plan** shall be completed).

4.4.6.5 With effect from the date of **National Grid's** notice of its intention to exercise its right to terminate under any of the **Relevant Termination Provisions** referred to above, and with effect from any other relevant date where this sub-paragraph 4.4.6.5 is otherwise expressed in this **Document** to apply, the **Parties'** respective rights and obligations under the **STOR Contract** (including as to future payment but without prejudice to any payments then due and owing by a **Party** relating to any period prior to the date of suspension or accrued in respect of such period) shall be suspended as more particularly provided in sub-paragraph 4.4.6.6, and such suspension shall continue until the first to occur of:-

- (a) failure by the **Reserve Provider** to prepare and submit to **National Grid** a **Remedial Plan** by the date specified in sub-paragraph 4.4.6.2;

- (b) rejection by **National Grid** (acting reasonably) of the **Reserve Provider's Remedial Plan** pursuant to sub-paragraph 4.4.6.3(a) where the **Reserve Provider** fails to refer a dispute to **Expert Determination** by the date specified in sub-paragraph 4.4.6.4; or
- (c) completion of the **Remedial Plan** to **National Grid's** reasonable satisfaction;
- (d) the date on which **National Grid** serves notice on the **Reserve Provider** pursuant to sub-paragraph 4.4.6.7;
- (e) the date being six (6) months after the date when the suspension occurred (or, if later, such latest date for completion of the **Remedial Plan** as may be specified therein).

4.4.6.6 With respect to each period of suspension of the **STOR Contract** pursuant to sub-paragraph 4.4.6.5:-

- (a) **Reserve** shall be deemed unavailable from the relevant **Contracted BM Unit(s)** or **Contracted Site(s)**, and no **Availability Fees** shall accrue due to the **Reserve Provider**; and
- (b) where the **Relevant Termination Provision** is sub-paragraph 4.12.6 (but not otherwise), such period of suspension shall be excluded from the period of assessment for the purposes of the **Committed Availability Reconciliation Payment**.

4.4.6.7 If at any time during the suspension of the **STOR Contract** pursuant to sub-paragraph 4.4.6.5 **National Grid** is of the reasonable opinion that the **Reserve Provider** is failing to diligently carry out the **Remedial Plan** and is consequently not going to be able to fully implement the **Remedial Plan** in all material respects within the timetable set out in the **Remedial Plan**, then it may so notify the **Reserve Provider** in writing giving reasons for its view and any supporting evidence whereupon the **STOR Contract** shall cease to be suspended as provided in sub-paragraph 4.4.6.5.

4.4.6.8 If the **STOR Contract** ceases to be suspended otherwise than by reason of completion of the **Remedial Plan** to **National Grid's** reasonable satisfaction, then with effect from such applicable date (being the date specified in sub-

paragraphs 4.4.6.2 or 4.4.6.4 or the date on which the **STOR Contract** ceases to be suspended) **National Grid** may terminate the **STOR Contract** forthwith pursuant to the applicable **Relevant Termination Provision** giving reasons for its view and any supporting evidence.

4.4.6.9 All and any reasonable costs properly incurred by **National Grid** in connection with the matters described in this paragraph 4.4.6 shall be reimbursed by the **Reserve Provider**.

4.4.7 A **STOR Contract** may also be suspended:

4.4.7.1 in the circumstances specified in, and in accordance with the provisions of, the **STOR Framework Agreement**; or

4.4.7.2 for a fixed period of time anywhere between one (1) to twelve (12) months on not less than thirty (30) day's written notice from the **Reserve Provider** in circumstances where the **Reserve Provider** has submitted a tender for the **Firm Frequency Response** service or has submitted a tender for the **Fast Reserve** service, provided always that:

(a) the **Reserve Provider's** applicable tender is accepted by **National Grid**;

(b) **National Grid** confirms that there is sufficient time before the conclusion of the next scheduled tender round for **Short Term Operating Reserve** as then published on the **National Grid** website to procure replacement capacity (from either the **Firm Frequency Response** service or the **Fast Reserve Service**, as the case may be) for the **Contracted MW** to which the **STOR Contract** applies; and

(c) **National Grid** has given effect to this sub-paragraph 4.4.7.2 by giving not less than thirty (30) day's notice to **Reserve Providers**.

4.5 ASSIGNMENT

4.5.1 The **Reserve Provider** shall not assign or transfer nor purport to assign or transfer the benefit or burden of the **STOR Framework Agreement** and/or any **STOR Contract** save in the following circumstances:-

4.5.1.1 the **Reserve Provider** may assign or charge its benefit under the **STOR Framework Agreement** and/or a **STOR Contract** in whole or in part by way of security;

4.5.1.2 upon the disposal of the whole or any part of the **Reserve Provider's** business or undertaking of which the **Contracted Site** or **Contracted BM Unit** forms part, the **Reserve Provider** may transfer all or some of its rights and obligations under the **STOR Framework Agreement** to the purchaser thereof with the prior written consent of **National Grid** (which shall not be unreasonably withheld or delayed), and all extant **STOR Contracts** with respect to that **Contracted Site** or **Contracted BM Unit** forms part, shall thereupon be deemed to be transferred to such purchaser;

4.5.1.3 upon such terms as may be agreed by the **Parties** pursuant to the **STOR Framework Agreement** and/or any **Direct Agreement**.

4.5.2 **National Grid** shall not assign or transfer nor purport to assign or transfer the benefit or burden of the **STOR Framework Agreement** and any **STOR Contract** save to a person required by a licence granted under Section 6(1)(b) of the **Act** to contract for **Balancing Services**.

4.6 CONFIDENTIALITY AND ANNOUNCEMENTS

4.6.1 *General Restrictions*

4.6.1.1 Subject to the exceptions provided in sub-paragraph 4.6.2, and to the extent otherwise expressly permitted by this **Document**, the **STOR Framework Agreement** and/or any **STOR Contract** (including the **Short Term Operating Reserve Despatch Procedure**), neither **Party** shall, at any time, whether before or after the expiry or sooner termination of the **STOR Framework Agreement** and/or any **STOR Contract**, without the prior consent of the other **Party** in writing, divulge or suffer or permit its officers, employees, agents or contractors to divulge to any person or permit use by any person (other than disclosure to or use by any of its or their respective officers or employees to the extent that such disclosure and use is required to enable such persons properly to carry out their duties in connection with the **STOR Framework Agreement** and/or any **STOR Contract**) of:-

- (a) any of the contents of the **STOR Framework Agreement** and/or any **STOR Tender** and/or any **STOR Tender Acceptance** and/or any **STOR Tender Rejection**;
- (b) any commercially confidential information relating to the negotiations concerning the entering into of the **STOR Framework Agreement**;

- (c) any commercially confidential information which may come to a **Party's** knowledge in the course of such negotiations; or
- (d) any commercially confidential information concerning the operations, contracts, commercial or financial arrangements or affairs of the other **Party**.

4.6.1.2 Each **Party** undertakes to use information referred to in sub-paragraph 4.6.1.1 and disclosed to it by the other **Party** solely for the purposes of the **STOR Framework Agreement** and/or any **STOR Contract** and shall not use it for any other purpose or for the purposes of any third party.

4.6.2 *Exceptions*

4.6.2.1 The restrictions imposed by sub-paragraph 4.6.1 shall not apply to the disclosure of any information:-

- (a) which now or hereafter comes into the public domain otherwise than as a result of a breach of a confidentiality obligation or which either **Party** can show was in its written records prior to the date of disclosure of the same by the other **Party** or which it received from a third party independently entitled to disclose it;
- (b) which is required by law or pursuant to the rules of the **Electricity Supply Industry Arbitration Association** in **Great Britain** or pursuant to the rules or regulations of the Financial Services Authority to be disclosed to any person who is authorised by law or pursuant to the rules of the **Electricity Supply Industry Arbitration Association** in **Great Britain** or pursuant to the rules or regulations of the Financial Services Authority to receive the same;
- (c) which is required to be disclosed by the regulations of any recognised exchange upon which the share capital of the **Party** making the disclosure (or its parent undertaking) is or is proposed to be from time to time listed or dealt in, or is required to be disclosed by the Panel on Takeovers and Mergers;
- (d) to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing **Party** is a party;

- (e) in accordance with the provisions of the **Balancing and Settlement Code** or pursuant to any **Licence** of the **Party** concerned;
- (f) to any parent, subsidiary or fellow subsidiary undertaking on a "need to know" basis only;
- (g) to any authorised consultants, banks, financiers, insurers, **O&M** contractors to any **Contracted BM Unit** or **Contracted Site**, potential purchasers of the **Reserve Provider** or of any **Contracted BM Unit** or **Contracted Site**, or professional advisers to the disclosing **Party**, in each case on a "need to know" basis only; and
- (h) required or expressly permitted to be disclosed under the terms of any agreement or arrangement (including this **Document**, the **Grid Code**, the **Connection and Use of System Code**, the **Distribution Code** and the **Fuel Security Code** (if any)) to which the **Parties** have agreed to be bound.

4.6.2.2 The restrictions imposed by sub-paragraph 4.6.1 shall, subject to sub-paragraph 4.6.2.4, also not apply to the disclosure by **National Grid** of the following information (or as may be otherwise agreed between **National Grid** and the **Reserve Provider** in a **STOR Framework Agreement**) to the **Reserve Provider's** host **Public Distribution System Operator**:-

- (i) the meter point administration number associated with the relevant **Generating Unit(s)** and/or **Plant** and **Apparatus**; and
- (ii) all operational data (including, without limitation, service type, volume and call-off instructions).

4.6.2.3 In this sub-paragraph 4.6.2, the words "parent", "subsidiary" and "undertaking" shall have the meanings as provided in Sections 258 and 259 of the Companies Act 1985.

4.6.2.4 If the **Reserve Provider** does not want **National Grid** to disclose any information described in sub-paragraph 4.6.2.2, it must notify **National Grid** in writing by giving not less than twenty (20) **Business Days** notice, stating the contract number(s) of the relevant **STOR Framework Agreement**.

4.6.3 *Third parties*

Before either **Party** discloses any information in any of the circumstances described in sub-paragraphs 4.6.2.1 (f) and 4.6.2.1(g) or, in the case of **National Grid**, any of the information described in sub-paragraph 4.6.2.2 (other than to its authorised professional advisers), it shall notify the other **Party** of its intention to make such disclosure and procure the execution and delivery to that **Party** of an undertaking executed by the person to whom the disclosure is proposed to be made being in the same terms mutatis mutandis as the undertakings contained in this paragraph 4.6.

4.6.4 *Public announcements*

- (a) Subject to sub-paragraph 4.6.4(b), no public announcement or statement regarding the signature, performance or termination of the **STOR Framework Agreement** and/or any **STOR Contract** shall be issued or made unless before it is issued or made both the **Parties** have been furnished with a copy of it and have approved it (such approval not to be unreasonably withheld or delayed).
- (b) Neither **Party** shall be prohibited from issuing or making any such public announcement or statement to the extent expressly permitted or otherwise contemplated by this **Document**, the **STOR Framework Agreement** and/or any **STOR Contract** or if it is necessary to do so in order to comply with any applicable law or the regulations of any recognised stock exchange upon which the share capital of such **Party** is from time to time listed or dealt in.

4.6.5 *Procedures*

With respect to the information referred to in sub-paragraph 4.6.1.1, both **Parties** shall ensure that:-

- (a) such information is disseminated within their respective organisations on a "need to know" basis only;
- (b) employees, directors, agents, consultants and professional advisers who are in receipt of such information are made fully aware of the **Party's** obligations of confidence in relation thereto; and
- (c) any copies of such information, whether in hard copy or computerised form, will clearly identify the information as confidential.

4.6.6 *Termination*

Notwithstanding any other provision of this **Document**, the **STOR Framework Agreement** and/or any **STOR Contract**, the provisions of this paragraph 4.6 shall continue to bind a

person after termination of the **STOR Framework Agreement** and/or any **STOR Contract**, in whole or in part, for whatever reason.

4.7 **WAIVER**

No delay by or omission of any **Party** in exercising any right, power, privilege or remedy under this **Document**, the **STOR Framework Agreement** or any **STOR Contract** shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Payment of any sum or the submission of any **Monthly Statement** by **National Grid** to the **Reserve Provider** under this **Document**, the **STOR Framework Agreement** or any **STOR Contract** shall not operate to impair or be construed as a waiver of any right, power, privilege or remedy **National Grid** may have against the **Reserve Provider** under this **Document**, the **STOR Framework Agreement** and/or any **STOR Contract** or otherwise whatsoever and howsoever arising or arisen.

4.8 **NOTICES**

4.8.1 Any notice or other communication to be given by one **Party** to the other under, or in connection with the matters contemplated by this **Document**, the **STOR Framework Agreement** or any **STOR Contract**, shall unless otherwise expressly agreed herein be addressed to the recipient and sent to the address or facsimile number of such other **Party** set out in the **STOR Framework Agreement** for the purpose and marked for the attention of the person so given or to such other address or facsimile number and/or marked for such other attention as such other **Party** may from time to time specify by notice given in accordance with this paragraph 4.8 to the **Party** giving the relevant notice or other communication to it.

4.8.2 Any notice or other communication to be given by one **Party** to the other **Party** under, or in connection with the matters contemplated by, this **Document**, the **STOR Framework Agreement** or any **STOR Contract** shall unless otherwise expressly agreed herein be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or facsimile, and shall be deemed to have been received:-

4.8.2.1 in the case of delivery by hand, when delivered; or

4.8.2.2 in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail from overseas) on the fifth day following the day of posting; or

4.8.2.3 in the case of facsimile, on acknowledgement by the addressee's facsimile receiving equipment (where such acknowledgement occurs before 1700 hours on the day of acknowledgement) and in any other case on the day following the day of acknowledgement.

4.8.3 Any notice or other communication required to be given by **National Grid** in writing to all **Reserve Providers** under or in connection with matters contemplated by this **Document** may be sent to each recipient by email to any email address supplied by that recipient for such purposes from time to time.

4.9 DISPUTE RESOLUTION

4.9.1 Save where expressly stated in this **Document** or in the **STOR Framework Agreement** or any **STOR Contract** to the contrary and subject to any contrary provision of the **Act** or any **Licence**, and subject always to sub-paragraph 4.9.3, any dispute or difference of whatever nature howsoever arising under, out of or in connection with this **Document**, the **STOR Framework Agreement** or any **STOR Contract** between the **Parties** shall be and is hereby referred to arbitration pursuant to the arbitration rules of the **Electricity Supply Industry Arbitration Association** in force from time to time.

4.9.2 Whatever the nationality, residence or domicile of either **Party** and wherever the dispute or difference or any part thereof arose, the laws of England and Wales shall be the proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) the provisions of the Arbitration Act 1996 (notwithstanding anything in Section 108 thereof) shall apply to any such arbitration wherever the same or any part of it shall be conducted.

4.9.3 Where a provision of this **Document** expressly provides for the referral by **National Grid** or a **Reserve Provider** of any matter or matters in dispute to **Expert Determination**, the following provisions shall apply:-

- (a) the **Expert** shall act as an expert and not as an arbitrator and shall decide those matters referred to him using his skill, experience and knowledge, and with regard to all such other matters as he in his sole discretion considers appropriate;
- (b) if **National Grid** and the **Reserve Provider** cannot agree upon the selection of an **Expert**, the **Expert** shall be determined by the President for the time being of the Law Society of England and Wales;

- (c) all references to the **Expert** shall be made in writing by either **National Grid** or the **Reserve Provider** with notice to the other being given contemporaneously, and **National Grid** and the **Reserve Provider** shall promptly supply the **Expert** with such documents and information as he may request when considering any referral;
- (d) the **Expert** shall be requested to use his best endeavours to give his decision upon the question before him as soon as possible in writing following its referral to him, his decision shall, in the absence of fraud or manifest error, be final and binding upon **National Grid** and the **Reserve Provider**;
- (e) if the **Expert** wishes to obtain independent professional and/or technical advice in connection with the question before him:-
 - (i) he shall first provide **National Grid** and the **Reserve Provider** with details of the name, organisation and estimated fees of the professional or technical adviser; and
 - (ii) he may engage such advisor with the consent of **National Grid** and the **Reserve Provider** (which consent shall not be unreasonably withheld or delayed) for the purposes of obtaining such professional and/or technical advice as he may reasonably require;
- (f) the **Expert** shall not be held liable for any act or omission, and his written decision will be given without any liability on the **Expert's** part to either **National Grid** or the **Reserve Provider**, unless it shall be shown that he acted fraudulently or in bad faith;
- (g) save to the extent otherwise expressly provided herein pending the determination by the **Expert**, any subsisting **STOR Contract(s)** shall continue to the extent possible for **National Grid** and the **Reserve Provider** to perform their obligations under such **STOR Contract(s)**; and
- (h) the **Expert** shall at his discretion be entitled to order that the costs of the reference of a dispute to him shall be paid by **National Grid** and/or the **Reserve Provider** in whatever proportions he thinks fit.

4.10 JURISDICTION

- 4.10.1 Subject to paragraph 4.9 and to sub-paragraph 4.10.4, both **Parties** irrevocably agree that the courts of England and Wales and the courts of Scotland are to have jurisdiction to settle any disputes which may arise out of or in connection with this **Document**, the **STOR Framework Agreement** and/or any **STOR Contract** and that accordingly any suit, action or proceeding (together in this paragraph 4.10 referred to as "**Proceedings**") arising out of or in connection with this **Document**, the **STOR Framework Agreement** and/or any **STOR Contract** may be brought to such courts.
- 4.10.2 Each **Party** irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any **Proceedings** in any such court as is referred to in this paragraph 4.10 and any claim that any such **Proceedings** have been brought in an inconvenient forum and further irrevocably agrees that judgment in any proceedings brought in the courts of England and Wales or the courts of Scotland shall be conclusive and binding upon such **Party** and may be enforced in the courts of any other jurisdiction.
- 4.10.3 Each **Party** which is not incorporated in any part of **Great Britain** agrees that if it does not have, or shall cease to have, a place of business in **Great Britain** it will promptly appoint, and shall at all times maintain, a person in **Great Britain** to accept service of process on its behalf in any **Proceedings** in **Great Britain**.
- 4.10.4 For the avoidance of doubt nothing contained in the foregoing provisions of this paragraph 4.10 shall be taken as permitting a party to commence **Proceedings** in the courts where this **Document**, the **STOR Framework Agreement** or any **STOR Contract** otherwise provides for **Proceedings** to be referred to arbitration.

4.11 GOVERNING LAW

This **Document**, the **STOR Framework Agreement** and each **STOR Contract** shall be governed by and construed in all respects in accordance with English law.

4.12 FORCE MAJEURE

- 4.12.1 In so far as either **Party** is prevented from performing any of its obligations under this **Document**, the **STOR Framework Agreement** and/or any **STOR Contract** due to an event or circumstance of **Force Majeure**, then neither the **Reserve Provider** nor **National Grid** (as the case may be) shall be deemed to be in breach of such obligations for so long as the circumstance of **Force Majeure** continues to prevent such performance.
- 4.12.2 If **National Grid** is unable to accept the provision of **Reserve** and/or issue a **Bid-Offer Acceptance** or an **Instruction** (as the case may be) due to an event or circumstance of **Force**

Majeure, it shall not be obliged to pay a **Reserve Availability Payment** and/or a **Reserve Utilisation Payment** (as the case may be) to the **Reserve Provider** pursuant to sub-paragraphs 2.4 or 3.4 (as the case may be) in respect of the period during which the event or circumstance of **Force Majeure** continues to prevent such acceptance and/or ability to issue a **Bid-Offer Acceptance** or **Instruction**.

- 4.12.3 The **Party** affected by the **Force Majeure** shall give to the other **Party** immediately upon becoming aware of an event or circumstance of **Force Majeure**, a written communication describing the **Force Majeure** (including, without limitation, the nature of the occurrence and its expected duration) and the obligations which it is prevented from performing and shall continue to furnish regular reports with respect thereto to the other **Party** during the period of **Force Majeure**.
- 4.12.4 As soon as is reasonably practicable, following an event or circumstance of **Force Majeure**, the **Parties** shall meet to discuss how best to continue their respective obligations as set out in this **Document**, the **STOR Framework Agreement** and the relevant **STOR Contract**.
- 4.12.5 For the avoidance of doubt the non-performance of either **Party's** obligations pursuant to this **Document**, the **STOR Framework Agreement** and any **STOR Contract** arising prior to the event or circumstance of **Force Majeure**, shall not be excused as a result of the event or circumstance of **Force Majeure**.
- 4.12.6 Either **Party** shall have a right to terminate the provisions of the **STOR Framework Agreement** and/or the relevant **STOR Contract** if a **Party** has been prevented from performing its obligations under this **Document**, the **STOR Framework Agreement** and such **STOR Contract** due to an event or circumstance of **Force Majeure** for a continuous period of six calendar months, provided always that such right may not be exercised by **National Grid** except as provided in sub-paragraph 4.4.6.

4.13 SEVERANCE OF TERMS

If any provision of this **Document**, the **STOR Framework Agreement** or any **STOR Contract** is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the Commission of the European Communities or by order of the **Secretary of State**, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this **Document**, the **STOR Framework Agreement** and such **STOR Contract** which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

4.14 ENTIRE AGREEMENT

This **Document**, the **STOR Framework Agreement** and the relevant **STOR Contract** contain or expressly refer to the entire agreement between the **Parties** with respect to the subject matter of such agreements, and expressly excludes any warranty, condition or other undertaking implied at law or by custom, and supersedes all previous agreements and understandings between the **Parties** with respect thereto and each of the **Parties** acknowledges and confirms that it is not aware of any representation, warranty or other undertaking not fully reflected in the terms of this **Document**, the **STOR Framework Agreement** and the relevant **STOR Contract** upon which it has relied in entering into this **Document**, the **STOR Framework Agreement** and the relevant **STOR Contract**. To the extent that any such representation, warranty or other undertaking exists, each **Party** irrevocably and unconditionally waives any right it may have to claim damages for breach of warranty and/or to rescind the **STOR Framework Agreement** and/or any **STOR Contract** unless such warranty or misrepresentation was made or given fraudulently.

4.15 **THIRD PARTY RIGHTS**

Without prejudice to the rights of a funder under or pursuant to a **Direct Agreement**, the **Parties** acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to this **Document**, the **STOR Framework Agreement** or any **STOR Contract** save as expressly provided in this **Document**, the **STOR Framework Agreement** or such **STOR Contract**.

4.16 **ANTI-BRIBERY**

4.16.1 Each **Party** shall:

- (a) comply with all **Relevant Requirements**;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- (c) have and shall maintain in place, throughout the term of a **STOR Framework Agreement**, its own policies and procedures, including **Adequate Procedures**, to ensure compliance with the **Relevant Requirements** and this paragraph 4.16, and will enforce them where appropriate; and
- (d) procure and ensure that all of its **Associated Persons** and/or other persons who are performing services in connection with a **STOR Framework Agreement** comply with this paragraph 4.16.

4.16.2 If either **Party** breaches this paragraph 4.16 then, without prejudice to any other rights or remedies, the other **Party** may immediately terminate the **STOR Framework Agreement** and all and any subsisting **STOR Contract** on written notice to the **Party** in breach.

4.17 EMR

- 4.17.1 Notwithstanding any confidentiality obligations and any restriction on the use or disclosure of information set out in this **Document**, the **Reserve Provider** consents to **National Grid** and each of its subsidiaries using all and any information or data supplied to or acquired by it in any year under or in connection with this **Document** for the purpose of carrying out its **EMR Functions**.
- 4.17.2 The provisions relating to the resolution of disputes set out in this **Document** (if any) are subject to any contrary provision of an **EMR Document**.
- 4.17.3 Where for the purposes of this provision only;

“AF Rules” has the meaning given to “allocation framework” in section 13(2) of the Energy Act 2013;

“Capacity Market Rules” means the rules made under section 34 of the Energy Act 2013 as modified from time to time in accordance with that section and The Electricity Capacity Regulations 2014;

“EMR Document” means The Energy Act 2013, The Electricity Capacity Regulations 2014, the Capacity Market Rules, The Contracts for Difference (Allocation) Regulations 2014, The Contracts for Difference (Definition of Eligible Generator) Regulations 2014, The Contracts for Difference (Electricity Supplier Obligations) Regulations 2014, The Electricity Market Reform (General) Regulations 2014, the AF Rules and any other regulations or instruments made under Chapter 2 (contracts for difference), Chapter 3 (capacity market) or Chapter 4 (investment contracts) of Part 2 of the Energy Act 2013 which are in force from time to time;

“EMR Functions” Has the meaning given to “EMR functions” in Chapter 5 of Part 2 of the Energy Act 2013.

SECTION 5

INTERPRETATION AND DEFINITIONS

5.1 INTRODUCTION

This Section sets out general rules to be applied in interpreting this **Document**, the **STOR Framework Agreement** and **STOR Contracts**. A **STOR Framework Agreement** and/or **STOR Contract** may, in accordance with paragraph 5.2.2, have its own further interpretation rules and defined terms which apply only to that **STOR Framework Agreement** and/or **STOR Contract**.

5.2 INTERPRETATION AND CONSTRUCTION

5.2.1 In this **Document** and in the **STOR Framework Agreement** and each **STOR Contract**:-

- (a) the interpretation rules in this paragraph 5.2; and
- (b) the words and expressions defined in paragraph 5.3,

shall, unless the subject matter or context otherwise requires or is inconsistent therewith, apply.

5.2.2 Save as otherwise expressly provided in this **Document**, in the event of any inconsistency between the provisions of the **STOR Framework Agreement** or any **STOR Contract** (as the case may be) and this **Document**, the provisions of the **STOR Framework Agreement** or **STOR Contract** (as the case may be) shall prevail in relation to the subject matter thereof.

5.2.3 In this **Document** and in the **STOR Framework Agreement** and each **STOR Contract**:

- (a) unless the context otherwise requires, all references to a particular paragraph, Section, Schedule or Annexure shall be a reference to that paragraph, Section, Schedule or Annexure in or to this **Document**, and all references to a particular Clause or Appendix shall be a reference to that Clause or Appendix in or to a **STOR Contract**;
- (b) a table of contents and headings are inserted for convenience only and shall be ignored in construing this **Document**, the **STOR Framework Agreement** and each **STOR Contract**;

- (c) references to the words “include” or “including” are to be construed without limitation to the generality of the preceding words;
- (d) unless the context otherwise requires any reference to an Act of Parliament or any part or section or other provision of or schedule to an Act of Parliament shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof then in force and to all instruments, order or regulations then in force and made under or deriving validity from the relevant Act of Parliament; and
- (e) references to the masculine shall include the feminine and references in the singular shall include the plural and vice versa and words denoting persons shall include any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality.

5.3 DEFINITIONS

The following terms shall have the following meanings:-

| | |
|------------------------------------|---|
| "the Act" | means the Electricity Act 1989; |
| "Active Power" | means the product of voltage and the in-phase component of alternating current measured in units of Watts and standard multiples thereof i.e. 1000 Watts = 1kW 1000 kW = 1MW 1000 MW = 1GW 1000 GW = 1TW; |
| "Adequate Procedures" | shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act); |
| "Affected Reserve Provider" | means, with respect to any Detailed Change Proposal , a Reserve Provider which is a party to one or more Affected STOR Contracts ; |
| "Affected STOR Contract" | means a subsisting STOR Contract in force at the date that National Grid submits a Detailed Change Proposal and whose term continues beyond the Final |

Implementation Date specified therein;

"Ancillary Services"

means **System Ancillary Services** and/or **Commercial Ancillary Services**, as the case may be;

"Annual Limit"

means, in respect of any **STOR Contract**, the limit in relation to a **STOR Year** specified as such in the relevant **STOR Tender**;

"Apparatus"

means all equipment in which electrical conductors are used, supported or of which they may form a part;

"Associated Person"

has the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents and/or subcontractors of the Generator or National Grid as applicable in relation to the provision of the Commercial Ancillary Services.;

"Authorised Electricity Operator"

means any person (other than **National Grid** in its capacity as operator of the **National Electricity Transmission System**) who is authorised under the **Act** to generate, transmit, distribute or supply electricity;

"Authority"

means the Gas and Electricity Markets Authority established by section 1 of the Utilities Act 2000;

"Availability Price"

in respect of each **Contracted BM Unit** or **Contracted Site**, means the price described as such in and applicable to the relevant **STOR Contract** as adjusted from time to time in accordance with this **Document** including by indexation pursuant to the **Contracted Indexation Methodology** (if applicable);

"Availability Window"

in respect of each **Contracted BM Unit** or **Contracted Site**, means (1) those periods specified as such (in respect of **Working Days** and **Non-Working Days** and in respect of each **Season**) in the **ITT Pack** the subject of the **STOR Tender** in respect of which the relevant **STOR Contract** is formed, and (2) all and

any new **Availability Windows** subsequently introduced by **National Grid** pursuant to paragraph 1.7 and in respect of which the **Reserve Provider's** tender is accepted by **National Grid** pursuant to subparagraph 1.7.3 (a), in each case as the same may be changed from time to time in accordance with subparagraph 1.6;

| | |
|---------------------------------------|---|
| “Balancing and Settlement Code (BSC)” | the meaning attributed to it in the Transmission Licence ; |
| “Balancing Mechanism” | the meaning attributed to it in the Transmission Licence ; |
| “Base Rate” | in respect of any day, means the rate per annum which is equal to the base lending rate from time to time of Barclays Bank plc as at the close of business on the immediately preceding Business Day ; |
| “Bid-Offer Acceptance” | the meaning attributed to it in the Grid Code ; |
| “Bid-Offer Data” | the meaning attributed to it in the BSC ; |
| “Bid-Offer Pair” | the meaning attributed to it in the BSC ; |
| “Bid-Offer Pair No 1” | means a Bid-Offer Pair with the Bid-Offer Pair Number n of “1”; |
| “Bid Offer Pair Number n” | the meaning attributed to it in the BSC ; |
| “Bid Price” | the meaning attributed to it in the BSC ; |
| “BM Unit” | the meaning attributed to it in the BSC , except for the purposes of this Document the reference to “a Party” in the BSC shall be a reference to the Reserve Provider ; |
| “BM Unit Data” | the meaning attributed to it in the Grid Code ; |
| “Bribery Act” | means the Bribery Act 2010; |

“Business Day”

means a week-day other than a Saturday on which banks are open for domestic business in the City of London;

“Cease Time”

means:-

- (1) for a **Contracted BM Unit**, the period (in minutes) which corresponds to the time required for the **Contracted BM Unit** to reduce **Generation** from the **Contracted MW** to zero following the provision of **Reserve**; and
- (2) for a **Contracted Site**, means the period (rounded up to the nearest minute) calculated as:-

$$\left(\frac{\textit{ContractedMW}}{\textit{ContractedRunDownTime}} \right)$$

which corresponds to the time required for the **Contracted Site** to either reduce **Generation** from the **Contracted MW** to zero (or pre agreed base load level) or (as the case may be) increase **Demand** from zero (or pre agreed base load level) to the **Contracted MW**, in each case following the provision of **Reserve**;

“Change in Law”

means the coming into effect of :-

- (1) a **Legal Requirement**; or
- (2) any applicable judgement of a relevant court of law which materially changes a binding precedent;

“Combined Cycle Gas Turbine Module” or “CCGT Module”

means a collection of **Generating Units** (registered as a **CCGT Module** under the **Grid Code PC**) comprising one or more **Gas Turbine Units** (or other gas based engine units) and one or more **Steam Units**

where, in normal operation, the waste heat from the **Gas Turbine Units** is passed to the water/steam system of the associated **Steam Unit** or **Steam Units** and where the component units within the **CCGT Module** are directly connected by steam or hot gas lines which enable those units to contribute to the efficiency of the combined cycle operation of the **CCGT Module**;

“Combined Cycle Gas Turbine Unit” or “CCGT Unit”

means a **Generating Unit** within a **CCGT Module**;

“Commencement Date”

means the date specified in a **STOR Tender Acceptance** from which the **STOR Contract** shall come into effect;

“Commercial Ancillary Services”

Means **Ancillary Services** other than **System Ancillary Services**;

“Committed Availability Reconciliation Payment”

the meaning attributed to it in sub-paragraph 2.4.3 or 3.4.6 (as the case may be);

“Committed Window”

means either:-

- (i) a **Working Day Availability Window** or a **Non-Working Day Availability Window** designated as such in the relevant **STOR Contract**, during which the **Reserve Provider** shall be obliged to notify availability of **Reserve** from the **Contracted BM Unit** or **Contracted Site** (as the case may be) unless for reasons related to the technical capability of the **Contracted BM Unit** or **Contracted Site**, **Reserve** is unavailable; or (where relevant)
- (ii) a **Flexible Window** which, in accordance with the sub-paragraph 3.2.3, is deemed to be a **Committed Window**;

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| <p>“Competent Authority”</p> | <p>means the Gas and Electricity Markets Authority or any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) or the member states of the European Union which have jurisdiction over National Grid or the subject matter of this Document;</p> |
| <p>“Connection Agreement”</p> | <p>means any agreement in respect of the connection (including the maintenance and modification of that connection) of Plant and Apparatus to a Distribution System;</p> |
| <p>“Connection and Use of System Code (CUSC)”</p> | <p>means the Connection and Use of System Code designated by the Secretary of State as from time to time modified;</p> |
| <p>“Consumption BM Unit”</p> | <p>the meaning attributed to it in the BSC;</p> |
| <p>“Contract Bid-Offer Price”</p> | <p>in respect of any Contracted BM Unit, means the price described as such in and applicable to the relevant STOR Contract as adjusted from time to time in accordance with this Document including by indexation pursuant to the Contracted Indexation Methodology (if applicable);</p> |
| <p>“Contract Prices”</p> | <p>in respect of any Contracted BM Unit means the Availability Price and Contract Bid-Offer Price, and in respect of any Contracted Site means the Availability Price, the Energy Utilisation Price and the Optional Energy Utilisation Price, all as specified as such in the relevant STOR Contract;</p> |
| <p>“Contracted Availability Window”</p> | <p>the meaning attributed to it in sub-paragraph 2.2.3 or 3.2.6 (as the case may be);</p> |
| <p>“Contracted BM Unit”</p> | <p>means, in respect of the provision of Short Term Operating Reserve in accordance with Section 2 or 2A (as applicable), each BM Unit the subject of the</p> |

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| | relevant STOR Contract ; |
| “Contracted Indexation Methodology” | means the methodology or methodologies (if any) for indexation or other adjustments of Contract Prices (or any of them) in Subsequent Years set out or referred to from time to time in the STOR Framework Agreement ; |
| "Contracted MW" | in relation to any Season , means the level of MW described as such in and applicable to the relevant STOR Contract ; |
| “Contracted Optional Window” | the meaning attributed to it in sub-paragraph 3.2.7; |
| “Contracted Site” | means, in respect of the provision of Short Term Operating Reserve in accordance with Section 3, each Generating Unit and/or other Plant and Apparatus the subject of the relevant STOR Contract ; |
| “CUSC Framework Agreement” | the meaning attributed to it in the Transmission Licence ; |
| “Customer” | means a person to whom electrical power is provided (whether or not he is the same person as the person who provides the electrical power); |
| “Declaration” | the meaning attributed to it in sub-paragraph 2.2.1 or 3.2.1 (as the case may be); |
| "Deemed Optional Window" | means, in respect of any Contracted Site , any Flexible Window either:- <ul style="list-style-type: none"> (i) rejected by National Grid pursuant to sub-paragraph 3.2.3; or (ii) the subject of a Redeclaration indicating availability of the Contracted Site during such Flexible Window and issued by the Reserve Provider after 10.00 hours on a Friday |

pursuant to sub-paragraph 3.2.2(b);

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| “Deemed Rejected Instruction Volume” | means, for the purposes of the calculation of the Seasonal Delivery Reconciliation Payment , a volume (in MWh) of energy derived by multiplying the Contracted MW by the number of hours for each relevant Event of Default specified in Annexure 2 to Section 2 or 3 (as applicable); |
| “Defaulting Party” | the meaning attributed to it in sub-paragraph 4.2.7; |
| “Delivery Failure” | the meaning attributed to it in sub-paragraph 2.12.5 or 3.11.1 (as the case may be); |
| “Delivery Method” | the meaning attributed to it in the STOR Framework Agreement ; |
| “Demand” | the demand of MW and Mvar of Electricity ; |
| “Detailed Change Proposal” | means a proposal prepared by National Grid for the purposes of sub-paragraph 1.2.6; |
| “Direct Agreement” | means any agreement entered into between National Grid , the Reserve Provider and one or more funders of the Reserve Provider as more particularly referred to in the STOR Framework Agreement ; |
| “Directive” | means any present or future directive, request, requirement, instruction, code of practice, direction or rule of any Competent Authority and any modification, extension or replacement thereof; |
| “Distribution Code(s)” | means the Distribution Code(s) drawn up by Public Distribution System Operators pursuant to the terms of their respective Licence(s) as from time to time revised in accordance with those Licences ; |
| “Distribution System” | means the system consisting (wholly or mainly) of electric lines owned or operated by any Authorised Electricity Operator and used for the distribution of |

electricity from **Grid Supply Points** or generation sets or other entry points to the point of delivery to **Customers** or **Authorised Electricity Operators**, and includes any **Remote Transmission Assets** operated by such **Authorised Electricity Operator** and any electrical plant and meters owned or operated by the **Authorised Electricity Operator** in connection with the distribution of electricity, but shall not include any part of the **National Electricity Transmission System**;

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| “Document” | means this issue of the Short Term Operating Reserve Standard Contract Terms as varied and/or reissued from time to time in accordance with sub-paragraph 1.2; |
| “Dynamic Parameters” | the meaning attributed to it in the Grid Code ; |
| “EDL” | means the electronic despatch logging mechanism by which National Grid communicates with the Reserve Provider and the Reserve Provider communicates with National Grid in respect of the Contracted BM Units for the purposes of operation of the Balancing Mechanism and the utilisation of Ancillary Services ; |
| “Electricity Supply Industry Arbitration Association” | the meaning attributed to it in the Grid Code ; |
| “Embedded” | the meaning attributed to it in the Grid Code ; |
| “Energy Metering Equipment” | the meaning attributed to the phrase “Metering Equipment” in the Balancing and Settlement Code ; |
| “Energy Utilisation Payment” | the meaning attributed to it in sub-paragraph 3.4.2; |
| “Energy Utilisation Price” | in respect of any Contracted Site , means the price described as such in and applicable to the relevant STOR Contract as adjusted from time to time in accordance with this Document including by indexation pursuant to the Contracted Indexation |

Methodology (if applicable), which shall apply in respect of **Settlement Periods** comprised in **Contracted Availability Windows** and all **Pre-Window Ramping Periods** and **Post-Window Ramping Periods**;

“Enhanced Rate” in respect of any day, means the rate per annum which is 4% above the base lending rate from time to time of Barclays Bank plc as at the close of business on the immediately preceding **Business Day**;

“Event of Default” means an event of default as more particularly specified in Annexure 2 to Section 2 or in Annexure 2 to Section 3 (as the case may be);

“Expert” means an independent expert appointed for the purposes of **Expert Determination**;

“Expert Determination” means the process specified in sub-paragraph 4.9.3 of Section 4;

“Expiry Date” means the date specified in a **STOR Tender Acceptance** from which the **STOR Contract** shall cease to have effect;

“External Interconnection” the meaning attributed to it in the **Grid Code**;

“Final Implementation Date” means the **Proposed Implementation Date** or, in the case of a **Detailed Change Proposal** required as a result of a **Proposed Legal Requirement**, the date that the relevant **Change in Law** is currently expected by **National Grid** to come into effect;

“First Year” means, with respect to any **ITT Pack** (or as the context admits, the **ITT Pack** pursuant to which the relevant **STOR Contract** was formed), either the **STOR Year** in which the **ITT Pack** is issued, or in the case of the last **ITT Pack** in any **STOR Year**, the **STOR Year** which next follows;

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| “First Year Tender” | means a STOR Tender with respect to the First Year ; |
| “Flexible Availability Reconciliation Payment” | the meaning attributed to it in sub-paragraph 3.4.7; |
| "Flexible Window" | means a Working Day Availability Window or a Non-Working Day Availability Window which shall be designated as such in the relevant STOR Contract , in respect of which the Reserve Provider may indicate availability of the Contracted Site ; |
| "Force Majeure" | means, in relation to either Party , any event or circumstance which is beyond the reasonable control of such Party (not being, without limitation an event or circumstance caused by the negligence or lack of care and attention of that Party or its officers or employees) but subject thereto including act of God, strike lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, explosion, governmental restraint, Act of Parliament, other legislation, bye law and Directive (not being any order, regulation or direction under Section 32, 33, 34 and 35 of the Act); |
| “Fuel Security Code” | means the document of that title designated as such by the Secretary of State as from time to time amended; |
| “Gas Turbine Unit” | means a Generating Unit driven by a gas turbine, (for instance by an aero-engine); |
| “Gate Closure” | means, in relation to a Settlement Period , the spot time one hour before the spot time at the start of that Settlement Period , or otherwise as may be defined from time to time in the BSC ; |

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| “Gate Closure Period” | means the period between Gate Closure and the spot time at the start of the associated Settlement Period ; |
| “Generating Unit” | unless otherwise provided in any STOR Contract , means any Apparatus which produces electricity including for the avoidance of doubt a CCGT Unit ; |
| "Generation" | means the electrical output (in MW) of a Generating Unit ; |
| “Great Britain” | the meaning attributed to it in Schedule 1 of the Transmission Licence ; |
| "Grid Code" | means the Grid Code drawn up pursuant to the Transmission Licence as from time to time revised in accordance with the Transmission Licence (and references in this Document , the STOR Framework Agreement or any STOR Contract to any specific provision or part of the Grid Code shall be construed as references to such provision or part as from time to time amended); |
| “Grid Code BC” | means the Balancing Codes of the Grid Code ; |
| “Grid Code CC” | means the Connection Conditions of the Grid Code ; |
| “Grid Code DRC” | means the Data Registration Code of the Grid Code ; |
| “Grid Code OC” | means the Operating Codes of the Grid Code ; |
| “Grid Code PC” | means the Planning Code of the Grid Code ; |
| “Grid Entry Point” | means a point at which a Generating Unit or a CCGT Module or a CCGT Unit , as the case may be, which is directly connected to the National Electricity Transmission System , connects to the National Electricity Transmission System ; |
| “Grid Supply Point” | means a point of supply from the National Electricity |

Transmission System to a **Distribution System** or a **Non-Embedded Customer**;

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| "Instruction" | the meaning attributed to it in sub-paragraph 3.3.1; |
| "ITT Pack" | means the pack of documents entitled "Short Term Operating Reserve - Invitation to Tender" issued from time to time by National Grid which shall include, inter alia, the document entitled "Explanation and Tender Guidance Document"; |
| "Lead Party" | the meaning attributed to it in the BSC ; |
| "Legal Requirement" | means any Act of Parliament, regulation, licence or Directive of a Competent Authority ; |
| "Legislative Clock Change" | means any change by Act of Parliament or regulation or other Legal Requirement to the start and/or end dates of summer time in the United Kingdom or any part thereof and/or any change to the United Kingdom's time zone relative to Central European Time; |
| "Licence" | means any one or more as appropriate of the Licences granted pursuant to section 6 of the Act ; |
| "Mandatory Works Provisions" | <p>means, with respect to all and any works required to be carried out to a Generating Unit and/or any other item of Plant and Apparatus to enable the same to provide Short Term Operating Reserve, any or all of the following provisions relating to such works as may be required by National Grid (at its sole discretion) to be included in a STOR Framework Agreement:</p> <ol style="list-style-type: none">(1) a complete description of the programme of such works;(2) a suitable milestone schedule for the carrying out, completion and commissioning of such works, to commence upon formation of any STOR Contract and to complete no later than |

the **Commencement Date**; and

- (3) provisions for the conduct of testing (or sequence of testing) and independent witness testing thereof to validate such commissioning, including a technical specification for such testing (or sequence of testing) to enable validation of the **Technical Parameters**;

“Market Day”

the date specified as such in an **ITT Pack**;

“Maximum Export Limit” or
“MEL”

the meaning attributed to it in the **Grid Code**;

"Maximum Utilisation Period"

means, in relation to any **Bid-Offer Acceptance** or **Instruction**, the period described as such in and applicable to the relevant **STOR Contract** in respect of a **Contracted BM Unit** or **Contracted Site**, beginning at the time at which, in the case of a **Contracted BM Unit** the output of that **Contracted BM Unit** is greater than zero MW or, in the case of a **Contracted Site**, either the output of that **Contracted Site** is greater than zero MW or the **Demand** of that **Contracted Site** is less than the **Contracted MW** or **Optional MW** (as the case may be);

“Minimum Non-Zero Time” or
“MNZT”

the meaning attributed to it in the **Grid Code**;

"Minimum Utilisation Period"

means, in relation to any **Bid-Offer Acceptance** or **Instruction**, the period described as such in and applicable to the relevant **STOR Contract** in respect of a **Contracted BM Unit** or **Contracted Site**, beginning at the time at which, (1) in the case of a **Contracted BM Unit**, the output of that **Contracted BM Unit** is greater than zero MW (for the avoidance of doubt including any period when the **Contracted BM Unit** is ramping), or (2) in the case of a **Contracted Site**, either the output of that **Contracted Site** is greater than zero MW or the **Demand** of that

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| | Contracted Site is less than the Contracted MW or (as the case may be) the Optional MW (in either case for the avoidance of doubt including any period when the Contracted Site is ramping); |
| “Minimum Zero Time” or “MZT” | the meaning attributed to it in the Grid Code ; |
| “Monthly Statement” | the meaning attributed to it in sub-paragraph 4.2.1; |
| “NETSO” | means the National Electricity Transmission System Operator; |
| “National Electricity Transmission System” | the meaning attributed to it in the Grid Code ; |
| “National Grid” | means National Grid Electricity Transmission plc, a company registered with number 2366977 and whose registered office is situated at 1-3 Strand, London, WC2N 5EH, which expression shall include its permitted successors and/or assigns; |
| “Non-Embedded Customer” | means a Customer , except for a Public Distribution System Operator , receiving electricity directly from the National Electricity Transmission System irrespective of from whom it is supplied; |
| "Non-Working Day" | means an Operational Day commencing at 05.00 hours on a Sunday or each of the Operational Days commencing at 05.00 hours on statutory bank holidays (but excluding Good Friday) in England and Wales; |
| “Notice to Deviate from Zero” or “NDZ” | the meaning attributed to it in the Grid Code ; |
| “Offer Price” | the meaning attributed to it in the BSC ; |
| “Operational Day” | means the period from 05.00 hours on one day to 05.00 hours on the following day; |
| “Operational Metering Equipment” | means meters, instrument transformers (both voltage |

and current), transducers metering protection equipment including alarms circuitry and their associated outstations as may be necessary for the purposes of the **Grid Code CC6.5.6** and the corresponding provision of the relevant **Distribution Code**;

“Optional Energy Utilisation Payment”

the meaning attributed to it in sub-paragraph 3.4.3;

“Optional Energy Utilisation Price”

in respect of any **Contracted Site**, means the price described as such in and applicable to the relevant **STOR Contract** as adjusted from time to time in accordance with this **Document** including by indexation pursuant to the **Contracted Indexation Methodology** (if applicable), which shall apply in respect of **Settlement Periods** comprised in **Contracted Optional Windows**;

"Optional MW"

means a level of MW equivalent to the **Contracted MW** set out in respect of that **Season** in the relevant **STOR Contract**;

"Optional Window"

means, in respect of any **Contracted Site**, any period during an **Operational Day** not being an **Availability Window** or an associated **Pre-Window Instruction Period** or **Post-Window Ramping Period**;

“Outline Change Proposal”

means a proposal prepared by **National Grid** for the purposes of paragraph 1.2;

“Part 1 System Ancillary Services”

the meaning attributed to it in the **Grid Code**;

“Part 2 System Ancillary Services”

the meaning attributed to it in the **Grid Code**;

"Party"

means each person for the time being and from time to time a party to the **STOR Framework Agreement**, and any successor(s) in title to, or permitted assign(s) of, such person;

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| “Party Liable” | the meaning attributed to it in sub-paragraph 4.3.1; |
| “Permitted Test Period” | the meaning attributed to it in sub-paragraph 2.12.5(b) or 3.11.1(b) (as the case may be); |
| “Physical Notification” | the meaning attributed to it in the Grid Code ; |
| "Plant" | means fixed and movable items used in the generation and/or supply and/or transmission and/or distribution of electricity other than Apparatus ; |
| “Post-Window Ramping Period” | means the period equal to the Cease Time commencing at the end of an Availability Window ; |
| “Power Station” | means an installation comprising one or more Generating Units (even where separately sited) owned and/or controlled by the same Reserve Provider which may reasonably be considered as being managed as one Power Station ; |
| “Pre-Window Instruction Period | means the period equal to the Response Time which ends at the commencement of an Availability Window ; |
| “Pre-Window Ramping Period” | means the period determined by reference to:- <ul style="list-style-type: none"> (i) (in the case of a Contracted BM Unit) the Run-Up Rate(s) submitted by the Reserve Provider in accordance with sub-paragraph 2.3.1(c); or (ii) (in the case of a Contracted Site) the run up rates and run down rates specified in the relevant STOR Contract, <p>during which the Contracted BM Unit or Contracted Site (as the case may be) either increases Generation or decreases Demand so as to provide Reserve on or shortly after the start of a Contracted Availability Window and within the Response Time;</p> |

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| “Production BM Unit” | the meaning attributed to it in the BSC ; |
| “Proceedings” | the meaning attributed to it in sub-paragraph 4.10.1; |
| “Proposed Implementation Date” | <p>means the date from which National Grid proposes that amendments to this Document described in an Outline Change Proposal are to become effective, being either:-</p> <p>(1) the date specified in such Outline Change Proposal, being a date that is not less than twelve (12) calendar months after the date of publication by National Grid of the immediately preceding Outline Change Proposal where some or all of the amendments proposed in the immediately preceding Outline Change Proposal were subsequently implemented; or</p> <p>(2) in the case of an Outline Change Proposal required as a result of a Proposed Legal Requirement or a Change in Law, the date that the relevant Change in Law is currently expected by National Grid to come into effect;</p> |
| “Proposed Legal Requirement” | means a Legal Requirement that has been proposed by a Competent Authority , including without limitation by means of a consultation, white paper, green paper or parliamentary bill, but which has not yet come into effect as a Change in Law ; |
| “Public Distribution System Operator” | the meaning attributed to it in the CUSC ; |
| “Qualifying Change in Law” | means a Change in Law which principally affects or principally relates to National Grid in its capacity as operator of the National Electricity Transmission System and/or the procurement of Short Term Operating Reserve or Balancing Services generally; |

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| "Recovery Period" | means for the period specified in the STOR Contract which commences upon expiry of the Cease Time and for which the Contracted Unit or Contracted Site (as the case may be) is not available to be despatched; |
| "Redeclaration" | means a notice served on National Grid pursuant to sub-paragraph 2.2.2, 2.2.4, 3.2.2(a), 3.2.2(b), 3.2.4 or 3.2.5 (as the case may be); |
| "Relevant Requirements" | means all applicable laws, statutes, regulations and codes of mandatory application relating to anti-bribery and anti-corruption including but not limited to the Bribery Act; |
| "Relevant Termination Provision" | the meaning attributed to it in sub-paragraph 4.4.6; |
| "Remedial Plan" | means the plan defined as such in sub-paragraph 4.4.6.2 or any alternative plan specified by an Expert in the circumstances provided in sub-paragraph 4.4.6.4; |
| "Remote Transmission Assets" | means any Plant and Apparatus or meters owned by National Grid which (a) are embedded in a Distribution System or a User System and which are not directly connected by Plant and/or Apparatus owned by National Grid to a sub-station owned by National Grid and (b) are by agreement between National Grid and such Public Distribution System Operator or User under the direction and control of such Public Distribution System Operator or User ; |
| "Replaced BM Unit" | the meaning attributed to it in sub-paragraph 2.2.10; |
| "Replaced Site" | the meaning attributed to it in sub-paragraph 3.2.16; |
| "Replacement BM Unit" | the meaning attributed to it in sub-paragraph 2.2.10; |
| "Replacement Site" | the meaning attributed to it in sub-paragraph 3.2.16; |

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| “Reproving Test” | the meaning attributed to it in sub-paragraph 2.12.5(b) or 3.11.1(b) (as the case may be); |
| "Required Flexible Availability" | means, in relation to any Season and for each Contracted Site , the number of hours specified as the Required Flexible Availability in respect of that Season and for that Contracted Site in the relevant STOR Acceptance , being the number of hours equal to 85 percent of the indicative number of hours of availability of Short Term Operating Reserve for that Season and Contracted Site specified in the relevant STOR Tender ; |
| "Reserve" | means the delivery of the Contracted MW or Optional MW (as the case may be) from the Contracted BM Unit(s) or Contracted Site(s) by means of the relevant Delivery Method , within a Contracted Availability Window or Contracted Optional Window , provided in the manner more particularly described in Sections 2 and 3, which contributes towards National Grid 's requirement for Short Term Operating Reserve by increasing the net export of Active Power to, or reducing the net import of Active Power from (as the context requires), the Distribution System to which the Contracted BM Unit(s) or Contracted Site(s) is connected; |
| “Reserve Availability Payment” | the meaning attributed to it in sub-paragraph 2.4.1 or 3.4.1 (as the case may be); |
| “Reserve Provider” | means each person (other than National Grid) for the time being and from time to time a party to a Framework Agreement and any successor(s) in title to, or permitted assign(s) of, such person; |
| “Reserve Provider’s Agent” | means the person (if any) specified as such in the STOR Contract ; |
| “Reserve Utilisation Payment” | the meaning attributed to it in sub-paragraph 3.4.4; |

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| "Response Time" | means, in relation to any Bid-Offer Acceptance or Instruction , the period (in minutes), which corresponds to the time required following the issue of such Bid-Offer Acceptance or Instruction (for the avoidance of doubt whether or not issued using STOR Dispatch) for the Contracted BM Unit or Contracted Site to increase Generation from zero MW to the Contracted MW or reduce Demand from the Contracted MW to zero MW, described as such in and applicable to the relevant STOR Contract in respect of a Contracted BM Unit or Contracted Site ; |
| "Run-Up Rate" or "RUR" | the meaning attributed to it in the Grid Code ; |
| "Season" | in respect of each Contracted BM Unit or Contracted Site , means those periods specified as such and accepted in the relevant STOR Tender Acceptance commencing at 05.00 hours on the first calendar day of such period and ending at 05.00 on the last calendar day of such period, as the same may be changed from time to time in accordance with paragraph 1.5; |
| "Seasonal Delivery Reconciliation Payment" | the meaning attributed to it in sub-paragraph 2.4.2 or 3.4.5 (as the case may be); |
| "Secretary of State" | the meaning attributed to it in the Act ; |
| "Settlement Period" | means a period of 30 minutes ending on the hour or half hour in each hour during an Operational Day ; |
| "Short Term Operating Reserve" | means the additional Active Power and/or the reduction in Demand from non-synchronised generating plant or demand sites which must be capable of being provided within 240 minutes of instruction by National Grid and capable of being sustained for up to 2 hours for the purposes of balancing Active Power and Demand on the National Electricity Transmission System ; |

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| "Short Term Operating Reserve Despatch Procedure" | means version 1.3 (prepared December 2008) of the document entitled "Short Term Operating Reserve Despatch Procedure "STOR Despatch Procedure" for Non-Balancing Mechanism Participants", as published by National Grid as the same may be amended from time to time in accordance with its terms; |
| "Special Conditions" | means such special conditions as may from time to time be described as such and specified in a STOR Framework Agreement for the purposes of subparagraphs 1.2.13 and 1.3.3; |
| "Stable Export Limit" or "SEL" | the meaning attributed to it in the Grid Code ; |
| "Station Demand" | the meaning attributed to it in the CUSC ; |
| "Steam Unit" | means a Generating Unit whose prime mover converts the heat-energy in steam to mechanical energy; |
| "STOR Contract" | each contract made between National Grid and the Reserve Provider for the provision of Short Term Operating Reserve from the Contracted Site upon and subject to the terms of a STOR Tender , the STOR Tender Acceptance , this Document and the STOR Framework Agreement , formed upon the issue by National Grid of that STOR Tender Acceptance and ending upon the Expiry Date or earlier termination pursuant to any of paragraphs 2.5, 2.10.3, 3.5, 3.10.3 or 4.4; |
| "STOR Despatch" | means, in relation to each Contracted Site , a series of inter-linked electronic equipment which, as a whole, is capable of relaying and storing instructions and confirmations between National Grid and the Reserve Provider and of providing an on-line monitoring capability of the Reserve Provider's provision of Reserve including by minute by minute monitoring; |

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| “STOR Framework Agreement” | means the agreement to which National Grid and the Reserve Provider are each a party more particularly referred to in paragraph 1.3; |
| “STOR Tender” | means a tender submitted by the Reserve Provider to National Grid for the provision by a Tendered BM Unit or Tendered Site (as the case may be) of Short Term Operating Reserve in the form set out in the ITT Pack , being either a First Year Tender or a Subsequent Year Tender ; |
| “STOR Tender Acceptance” | means, in respect of a STOR Tender , the notification issued by National Grid in accordance with sub-paragraph specifying (inter alia) the Tendered BM Unit or Tendered Site (as the case may be) and those Seasons tendered by the Reserve Provider which are accepted in respect of that STOR Tender ; |
| “STOR Tender Rejection” | means, in respect of a STOR Tender , the notification issued by National Grid in accordance with sub-paragraph specifying (inter alia) the Tendered BM Unit or Tendered Site (as the case may be) and those Seasons tendered by the Reserve Provider which are rejected in respect of that STOR Tender ; |
| “STOR Year” | means each 12 month period commencing at 05.00 hours on 1st April and ending at 05.00 hours on the following 1st April; |
| “Subsequent Year” | means, with respect to any ITT Pack (or as the context admits, the ITT Pack pursuant to which the relevant STOR Contract was formed), any of the fourteen consecutive STOR Years which follow the First Year ; |
| “Subsequent Year Tender” | means a STOR Tender with respect to any one or more Subsequent Years ; |
| “Substitute BM Unit” | the meaning attributed to it in sub-paragraph 2.2.8; |

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| “Substitute Site” | the meaning attributed to it in sub-paragraph 3.2.14; |
| “Substituted BM Unit” | the meaning attributed to it in sub-paragraph 2.2.8; |
| “Substituted Contracted Site” | the meaning attributed to it in sub-paragraph 3.2.14; |
| “Supplier BM Unit” | the meaning attributed to it in the BSC ; |
| “System” | means any User System or the National Electricity Transmission System as the case may be; |
| “System Ancillary Services” | means Part 1 System Ancillary Services and Part 2 System Ancillary Services ; |
| "Technical Parameters" | means, in respect of any Contracted BM Unit or Contracted Site , those parameters described as such in and applicable to the relevant STOR Contract ; |
| “Tendered BM Unit” | means the Generating Unit(s) comprised within a Production BM Unit or the Plant and Apparatus comprised in a Consumption BM Unit (as applicable) which is the subject of a STOR Tender ; |
| “Tendered Site” | means the Generating Unit(s) and/or other Plant and Apparatus (being either:- <ul style="list-style-type: none"> (i) not comprised in a BM Unit; or (ii) established and registered as a BM Unit(s) under and in accordance with the Balancing and Settlement Code, but which do not, and will not for any part of the term of the STOR Contract, actively participate in the Balancing Mechanism), which are the subject of a STOR Tender |
| “Total System” | means the National Electricity Transmission System and all User Systems in Great Britain ; |

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| “Transmission Licence” | means the licence granted to National Grid under section 6(1)(b) of the Act ; |
| "Undertaking" | means the Undertaking of Bona Fide Tender and Non-Canvassing contained in the STOR Framework Agreement ; |
| “User” | means a person who is party to the CUSC Framework Agreement other than National Grid ; |
| “User System” | <p>means any System owned or operated by a User comprising:-</p> <ul style="list-style-type: none"> (a) Generating Units; and/or (b) Distribution Systems (and/or other systems consisting (wholly or mainly) of electric lines which are owned or operated by a person other than a Public Distribution System Operator); <p>and Plant and/or Apparatus connecting:</p> <ul style="list-style-type: none"> (c) Generating Units and/or Distribution Systems (and/or other systems consisting (wholly or mainly) of electric lines which are owned or operated by a person other than a Public Distribution System Operator); or (d) Non-Embedded Customers; <p>to the National Electricity Transmission System or to the relevant other User System, as the case may be, including any Remote Transmission Assets operated by such User or other person and any Plant and/or Apparatus and meters owned or operated by the User or other person in connection with the distribution of electricity but does not include any part of the National Electricity Transmission System;</p> |
| "Utilisation" | means, in respect of any Contracted BM Unit (where |

sub-paragraphs 2.8.3 and 2.12.5(g) do not apply) or **Contracted Site** (where sub-paragraph 3.11.1(g) does not apply), either:-

- (i) a **Bid-Offer Acceptance** or series of contiguous **Bid-Offer Acceptances**; or
- (ii) an **Instruction**,

which is issued in respect of a **Contracted Availability Window** or **Contracted Optional Window** and, in response to which, **Reserve** is provided continuously (in accordance with this **Document**, the **STOR Framework Agreement** and the relevant **STOR Contract**) until the earlier of (i) the issue of an instruction or deemed instruction to cease provision of **Reserve** pursuant to either of sub-paragraphs 2.3.6(b) or 3.3.4; (ii) the expiry of the **Maximum Utilisation Period**; or (iii) (where sub-paragraph 2.3.6(c) or 3.3.7(c) applies) the end of the **Contracted Availability Window**;

“Value Added Tax”

means Value Added Tax as defined by the Value Added Tax Act 1994 and any modification or re-enactment thereof and any new tax of a similar nature;

"Week"

means a period of seven **Operational Days** commencing at 05.00 hours on a Monday and terminating at 05.00 hours on the next following Monday;

"Weekly Limit"

means, in relation to any **Week** in any **Season** and in respect of any **Contracted BM Unit** or **Contracted Site**, the limit specified as the **Weekly Limit** in respect of that **Season** and that **Contracted BM Unit** or **Contracted Site** in the relevant **STOR Contract**;

“Window”

means an **Optional Window** or an **Availability Window** (as the case may be);

“Working Day”

means an **Operational Day** commencing at 05.00 hours on either a Monday, Tuesday, Wednesday, Thursday, Friday or Saturday but excluding statutory bank holidays (except Good Friday) in England and Wales.

SCHEDULE 1

PART 1

**SHORT TERM OPERATING RESERVE - BALANCING MECHANISM PARTICIPANTS -
PRODUCTION BM UNITS**

(RESERVE PROVIDER'S AGENT)

Where sub-paragraph 2.1.2 of Section 2 applies, the following paragraphs 2.2. to 2.12 and Annexures 1 to 4 shall replace paragraphs 2.2 to 2.12 of Section 2 and Annexures 1 to 4 to Section 2:-

2.2 DECLARATIONS OF AVAILABILITY

Declarations Week Ahead

2.2.1 By 10.00 hours each Tuesday (or where not a **Business Day**, the immediately preceding **Business Day**) the **Reserve Provider** shall submit or procure that the **Reserve Provider's Agent** submits to **National Grid** a notice (a "**Declaration**") in relation to each of the **Contracted BM Units(s)** and in respect of each **Availability Window** in the following **Week**, either:-

- (a) confirming that **Reserve** is available; or
- (b) indicating that, for reasons related to the technical capability of the **Contracted BM Unit**, **Reserve** is unavailable.

A **Declaration** may be made by the submission of **Grid Code OC 2** data in accordance with the provisions thereof or by facsimile unless otherwise agreed by **National Grid** in writing. Failure to submit a **Declaration** in accordance with this sub-paragraph 2.2.1 shall be deemed to be an indication of unavailability of **Reserve** in the following **Week**, and in respect thereof the **Reserve Provider** shall not be entitled to revise availability of **Reserve** in accordance with sub-paragraph 2.2.2. For the avoidance of doubt, a notice served pursuant to this sub-paragraph 2.2.1 indicating in relation to a **Contracted BM Unit** that 0 MW of **Reserve** is available in respect of each **Availability Window** in the following **Week** shall constitute a **Declaration**.

Revisions to Declarations pre Gate Closure

2.2.2 Where, at any time prior to **Gate Closure** in respect of the first **Settlement Period** within a **Pre-Window Instruction Period**, the **Reserve Provider** becomes aware of changes in the technical capabilities of a **Contracted BM Unit** previously the subject of a **Declaration**, it shall revise or procure that the **Reserve Provider's Agent** revises that **Declaration** forthwith by serving a notice on **National Grid** (a "**Redeclaration**") either:-

- (a) confirming that **Reserve** will be available during that **Availability Window**; or
- (b) indicating that, for reasons related to the technical capability of the **Contracted BM Unit, Reserve** will not be available during that **Availability Window**.

provided always that, where the **Reserve Provider** issues a **Redeclaration** after 05.00 hours on the **Operational Day** immediately preceding the **Operational Day** in which the relevant **Availability Window** falls, the **Redeclaration** shall be made by way of an appropriate revision to the **Maximum Export Limit** of the relevant **Contracted BM Unit** in accordance with the **Grid Code**.

Contracted Availability Windows

2.2.3 For the purposes of this Section 2, a “**Contracted Availability Window**” in relation to any **Contracted BM Unit** is an **Availability Window** in respect of which the **Declaration** or **Redeclaration** current as at **Gate Closure** in respect of the first **Settlement Period** of the **Pre-Window Instruction Period** indicates that **Reserve** will be available from that **Contracted BM Unit** during that **Availability Window**.

Revisions to Declarations post Gate Closure

2.2.4 Where, during:-

- (a) the **Gate Closure Period** in respect of the first **Settlement Period** within a **Pre-Window Instruction Period**; or
- (b) a **Pre-Window Instruction Period**; or
- (c) a **Contracted Availability Window**,

the **Reserve Provider** becomes aware of a change in the availability of **Reserve** such that, for reasons related to the technical capability of that **Contracted BM Unit, Reserve** will be unavailable from that **Contracted BM Unit**, it shall notify **National Grid** forthwith by way of an appropriate revision to the **Maximum Export Limit** of the relevant **Contracted BM Unit** in accordance with the **Grid Code** (“a **Redeclaration**”).

Deemed Unavailability

2.2.5 **Reserve** shall be deemed to be unavailable from a **Contracted BM Unit** from the time at which a **Redeclaration** is given by the **Reserve Provider** pursuant to sub-paragraph 2.2.4 until the commencement of the next **Availability Window** in respect of which the **Reserve Provider** subsequently serves or procures that the **Reserve Provider’s Agent** serves a

Declaration or **Redeclaration** indicating that **Reserve** will be available from that **Contracted BM Unit**.

Reasons for Unavailability

2.2.6 Each indication of unavailability by the **Reserve Provider** or the **Reserve Provider's Agent** (as the case may be) pursuant to any or all of sub-paragraphs 2.2.1(b), 2.2.2(b) or 2.2.4 shall, upon request from **National Grid** and as soon as reasonably practicable thereafter, be followed by an explanation in reasonable detail of the reasons for such unavailability.

Events of Default

2.2.7 In the event that:-

- (a) the **Reserve Provider** serves a **Redeclaration** in respect of any **Contracted Availability Window** pursuant to sub-paragraph 2.2.4; or
- (b) the **Reserve Provider** fails to serve a **Redeclaration** in respect of any **Availability Window** or **Contracted Availability Window** pursuant to sub-paragraphs 2.2.2 or 2.2.4 forthwith upon becoming aware of the unavailability of **Reserve**; or
- (c) no explanation is given by the **Reserve Provider** or the **Reserve Provider's Agent** (as the case may be) as required by sub-paragraph 2.2.6 or **National Grid** has reasonable grounds for believing that such unavailability is unrelated to the technical capability of the **Contracted BM Unit** concerned,

then paragraph 2.5 (Events of Default and Consequences) shall apply.

Substitution of Contracted BM Units

2.2.8 If the **Reserve Provider** anticipates that a **Contracted BM Unit** may become unavailable to provide **Reserve** during all or part of the remaining term of the **STOR Contract**, the **Reserve Provider** may request, or procure that the **Reserve Provider's Agent** requests, by notice in writing to **National Grid**, that the **Contracted BM Unit** in question be substituted for the period of such unavailability by another **BM Unit** (the "**Substitute BM Unit**") in respect of which the **Reserve Provider** is the **Lead Party** **National Grid** may (acting reasonably) either accede to or decline such request, and in reaching its decision shall have regard to the proximity and similarity of the **Substitute BM Unit** to the **Contracted BM Unit**. If **National Grid** accepts such request, the substitution of the **Contracted BM Unit** (the "**Substituted BM Unit**") by the **Substitute BM Unit** shall not become effective unless the **STOR Contract** is duly amended in accordance with sub-paragraph 2.2.14 to reflect such substitution.

2.2.9 In any notification pursuant to sub-paragraph 2.2.8, the **Reserve Provider** shall indicate or procure that the **Reserve Provider's Agent** indicates to **National Grid** the **Availability Window(s)** in respect of which the **Reserve Provider** proposes that such substitution shall apply, provided always that the relevant **Availability Window(s)** shall not be **Availability Window(s)** in respect of the **Substitute BM Unit**.

Replacement of Contracted BM Units

2.2.10 Without prejudice to the **Reserve Provider's** right to request or procure that the **Reserve Provider's Agent** requests the substitution of a **Contracted BM Unit** in accordance with sub-paragraph 2.2.8, the **Reserve Provider** may also request or procure that the **Reserve Provider's Agent** requests, by notice in writing to **National Grid**, that any **Contracted BM Unit** be replaced for the remainder of the term of the relevant **STOR Contract** by another **BM Unit** (the "**Replacement BM Unit**") in respect of which the **Reserve Provider** is **Lead Party**. **National Grid** may (acting reasonably) either accede to or decline such request, and in reaching its decision shall have regard to the proximity and similarity of the **Replacement BM Unit** to the **Contracted BM Unit**. If **National Grid** accepts such request, the replacement of the **Contracted BM Unit** (the "**Replaced BM Unit**") by the **Replacement BM Unit** shall not become effective until such time as the **STOR Contract** is duly amended in accordance with sub-paragraph 2.2.14 to reflect such replacement.

Effect of substitution and replacement

2.2.11 Subject always to the provisions of sub-paragraphs 2.2.8 to 2.2.10 inclusive, the effect of substitution and replacement in accordance with the provisions thereof shall be to treat the **Substitute BM Unit** or **Replacement BM Unit** (as the case may be) as the **Contracted BM Unit** for all purposes of this Section 2 and the **STOR Contract**, and for the duration of any such substitution or replacement this Section 2 and the **STOR Contract** shall be read and construed accordingly.

Request for reduction in Contracted MW

2.2.12 The **Reserve Provider** may request, or procure that the **Reserve Provider's Agent** requests, by written notice to **National Grid**, a reduction in the **Contracted MW** of a **Contracted BM Unit** for one or more **Seasons**, provided that:-

- (a) such reduction is necessitated by a change in the technical capability of the **Contracted BM Unit** which occurred after the submission of the **STOR Tender** by the **Reserve Provider**, and such change could not reasonably have been foreseen by the **Reserve Provider** as likely to occur at the time that the **STOR Tender** was submitted;

- (b) the **Reserve Provider** provides, or procures that the **Reserve Provider's Agent** provides, **National Grid** with evidence which is reasonably satisfactory to **National Grid** of the change in technical capability of the **Contracted BM Unit**; and
- (c) the resulting reduced level of **Contracted MW** is not less than 3 MW.

2.2.13 Upon receipt of any request made by the **Reserve Provider** or the **Reserve Provider's Agent** (as the case may be) pursuant to sub-paragraph 2.2.12 **National Grid** shall not unreasonably withhold or delay its consent to such request, but the reduction in **Contracted MW** of the relevant **Contracted BM Unit** shall not become effective until such time as the **STOR Contract** is duly amended in accordance with sub-paragraph 2.2.14 to reflect such reduction.

Amendment of STOR Contract

2.2.14 For the purposes of sub-paragraphs 2.2.8, 2.2.10 and 2.2.13, the **STOR Contract** may only be amended by agreement in writing signed by or on behalf of **National Grid** and the **Reserve Provider**.

2.3 UTILISATION

BM Unit Data submission

2.3.1 Subject always to sub-paragraph 2.3.8, the **Reserve Provider** shall submit to **National Grid**, in respect of the relevant **Contracted BM Unit** and in accordance with the **Grid Code**, **BM Unit Data** comprising:

- (a) for the duration of **Pre-Window Instruction Periods** and **Contracted Availability Windows**:-
 - (i) a **Physical Notification** as at **Gate Closure** of less than or equal to zero;
 - (ii) a **Maximum Export Limit** of no less than the **Contracted MW**; and
 - (iii) a **Stable Export Limit** of no greater than the lesser of the **Maximum Export Limit** and **Contracted MW**,

reflecting a physical position sufficient to enable submission of **Bid-Offer Data** in accordance with paragraph (b) below;

- (b) in respect of each **Settlement Period** comprised in **Pre-Window Ramping Periods, Contracted Availability Windows** and **Post-Window Ramping Periods, Bid-Offer Data** comprising a **Bid-Offer Pair No 1** with:
 - (i) a MW range from 0 MW to a MW level greater than or equal to the **Contracted MW**;
 - (ii) an **Offer Price** identical to the **Contract Bid-Offer Price**; and
 - (iii) a **Bid Price** which is greater than or equal to the **Offer Price**;
- (c) for the duration of **Pre-Window Instruction Periods, Contracted Availability Windows** and **Post-Window Ramping Periods**, associated **Dynamic Parameters** and other relevant **BM Unit Data** consistent with the **Technical Parameters**,

such that **Reserve** is made available to **National Grid** for utilisation pursuant to this Section 2 by the issue of **Bid-Offer Acceptance(s)**.

Events of Default –Submission of BM Unit Data

2.3.2 In the event that the **Reserve Provider** has failed, in respect of any **Settlement Period** contained in a **Contracted Availability Window** and/or associated **Pre-Window Instruction Period** (including the **Pre-Window Ramping Period**) and/or associated **Post-Window Ramping Period**, to submit **BM Unit Data** in respect of the relevant **Contracted BM Unit** in accordance with sub-paragraph 2.3.1, then paragraph 2.5 (Events of Default and Consequences) shall apply unless the failure is in respect of:-

- (a) a **Settlement Period** contained in a **Recovery Period**; and/or
- (b) a **Contracted Availability Window** to which sub-paragraph 2.3.8 applies; and/or
- (c) an **Offer Price** which is less than the **Contract Bid-Offer Price** during any **Pre-Window Ramping Period** or **Post-Window Ramping Period**.

2.3.3 In the event that **Reserve** has been declared or redeclared (or deemed) unavailable pursuant to the provisions of this Section 2 and the **Reserve Provider** submits, in respect of any **Contracted BM Unit**, a **Physical Notification** of greater than zero in respect of any **Settlement Period** contained within any affected **Availability Window** and/or **Pre-Window Instruction Period** then, save where sub-paragraph 2.3.9 applies, paragraph 2.5 (Events of Default and Consequences) shall apply.

2.3.4 In the event that, in respect of any **Settlement Period** contained in a **Contracted Availability Window** and/or associated **Pre-Window Instruction Period** and/or **Post-Window Ramping Period**, the **Reserve Provider** exports **Active Power** to the **Total System** from the relevant **Contracted BM Unit** otherwise than pursuant to **Bid-Offer Acceptance(s)**, then paragraph 2.5 (Events of Default and Consequences) shall apply.

Instruction to provide Reserve

2.3.5 **National Grid** may utilise **Reserve** made available by the **Reserve Provider** pursuant to sub-paragraph 2.3.1 by the issue of one or more **Bid-Offer Acceptances** in respect of a **Contracted BM Unit** in accordance with the **Grid Code**.

Provision of Reserve

2.3.6 The **Reserve Provider** shall, commencing on or before the expiry of the **Response Time**, provide **Reserve** from a **Contracted BM Unit** in a **Contracted Availability Window** in accordance with **Bid-Offer Acceptance(s)** issued by **National Grid** in accordance with sub-paragraph 2.3.5 continuously until the earlier of:-

- (a) the expiry of the **Maximum Utilisation Period**;
- (b) the time implied in **Bid-Offer Acceptance(s)** issued by **National Grid** in respect of that **Contracted BM Unit** pursuant to sub-paragraph 2.3.5; and
- (c) the end of the relevant **Contracted Availability Window**,

provided that no such obligation shall arise in respect of any **Bid-Offer Acceptance** rejected by the **Reserve Provider** pursuant to **Grid Code BC2.7.3**.

Events of Default – Provision of Reserve

2.3.7 In the event that in respect of any **Contracted BM Unit**:-

- (a) the **Reserve Provider** fails to provide **Reserve** at a level at least 90% of the volume in MWh of energy instructed to be delivered in accordance with the relevant **Bid-Offer Acceptance** (shown as QME_{ij} in Part IV of Annexure 1 to this Section 2) in the Settlement Period in which the **Response Time** ends;
- (b) the volume in MWh of **Reserve** provided by the **Reserve Provider** in accordance with one or a series of contiguous **Bid-Offer Acceptance(s)** issued in accordance with sub-paragraph 2.3.5 is less than 90% of the volume in MWh of energy

instructed to be delivered in accordance with such **Bid-Offer Acceptance(s)** (shown as QME_{ij} in Part IV of Annexure 1 to this Section 2);

- (c) the **Reserve Provider** fails to provide **Reserve** continuously at a level of at least 90% of the **Contracted MW** until the first to occur of the times described in sub-paragraphs 2.3.6(a), (b) and (c); or
- (d) a **Bid-Offer Acceptance** is rejected by the **Reserve Provider** (other than in accordance with **Grid Code BC2.7.3(b)** and whether for reasons of safety or otherwise),

paragraph 2.5 (Events of Default and Consequences) shall apply in respect of any such failure, and the **Reserve Provider** shall be deemed not to have made **Reserve** available from that **Contracted BM Unit** in respect of subsequent **Contracted Availability Windows** unless and until availability is restored under and in accordance with sub-paragraph 2.12.5.

Recovery Periods

2.3.8 In the case where the issue of a **Bid-Offer Acceptance** (whether for **Reserve** or otherwise) is associated with a **Minimum Zero Time** which ends in the **Pre-Window Instruction Period** for a **Subsequent Contracted Availability Window**, then:-

- (a) **Reserve** shall be deemed to be unavailable from that **Contracted BM Unit** in respect of all **Settlement Periods** comprised in that subsequent **Contracted Availability Window** and **National Grid** shall be under no liability pursuant to sub-paragraph 2.4.1 to pay a **Reserve Availability Payment** in respect of the **Settlement Periods** comprised in the subsequent **Contracted Availability Window**; and
- (b) the **Reserve Provider** may, in relation to that **Contracted BM Unit**, submit **BM Unit Data** in respect of any **Settlement Period** comprised in that subsequent **Contracted Availability Window** and associated **Pre-Window Instruction Period** and **Post-Window Ramping Period** which is not in accordance with sub-paragraph 2.3.1.

Planned Outages

2.3.9 Sub-paragraph 2.3.3 shall not apply where the **Generator** submits, in respect of any **Contracted BM Unit**, a **Physical Notification** of greater than zero in respect of a **Settlement Period** comprised in a planned outage period relating to such **Contracted BM Unit** which is notified in advance to **National Grid** in accordance with **Grid Code OC 2** and where:-

- (a) the **Reserve Provider** provides, or procures that the **Reserve Provider's Agent** provides, evidence reasonably satisfactory to **National Grid** of its requirement for such planned outage and that it is reasonably necessary to test the operation of the **Contracted BM Unit** during the planned outage period; and
- (b) **National Grid** agrees (in writing) to waive its right to enforce the provisions of sub-paragraph 2.3.3 and paragraph 2.5 (Events of Default and Consequences).

2.4 PAYMENT

Reserve Availability Payment

2.4.1 **National Grid** shall pay to the **Reserve Provider's Agent**, in accordance with paragraph 4.2, in respect of **Contracted Availability Windows** in each month, an amount ("the **Reserve Availability Payment**") calculated in accordance with the formula set out in Part I of Annexure 1 to this Section 2.

Seasonal Delivery Reconciliation

2.4.2 At the end of each **Season**, where in respect of any **Contracted BM Unit National Grid** determines that the aggregate volume in MWh of **Reserve** provided by the **Reserve Provider** from that **Contracted BM Unit** (shown as QM_{ij} in Part IV of Annexure 1 to this Section 2) in respect of all utilisations during that **Season** is less than 95% of the aggregate of:-

- (a) the aggregate volume in MWh of **Reserve** instructed to be delivered by the issue of **Bid-Offer Acceptances** in accordance with sub-paragraph 2.3.5, plus
- (b) the aggregate **Deemed Rejected Instruction Volumes** (if any),

then the **Reserve Provider's Agent** shall pay to **National Grid** in accordance with paragraph 4.2 an amount (if any) ("the **Seasonal Delivery Reconciliation Payment**") calculated in accordance with the formula set out in Part II of Annexure 1 to this Section 2.

Committed Availability Reconciliation

2.4.3 At the end of each **STOR Year** during the term of a **STOR Contract**, the **Reserve Provider's Agent** shall pay to **National Grid** in accordance with paragraph 4.2 an amount (if any) ("the **Committed Availability Reconciliation Payment**") calculated in accordance with the formula set out in Part III of Annexure 1 to this Section 2, in respect of the **Availability Windows** during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any of the **Contracted BM Units** during that **STOR Year**.

2.4.4 Where a **STOR Contract** is terminated pursuant to paragraph 2.5 or paragraph 4.4 or the **STOR Contract** expires during a **STOR Year**, then for the purposes of sub-paragraph 2.4.3 the **Reserve Provider's Agent** shall pay to **National Grid** in accordance with paragraph 4.2 the amount (if any) calculated in accordance with the formula set out in Part III of Annexure 1 to this Section 2, in respect of **Contracted Availability Windows** during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any of the **Contracted BM Units** in respect of the period from either:-

(a) the commencement of the **STOR Year** in which such termination occurs; or (if later)

(b) the **Commencement Date** of that **STOR Contract**,

until the date of termination or expiry of that **STOR Contract**.

2.4.5 Where the **Commencement Date** of a **STOR Contract** does not coincide with the commencement of a **STOR Year**, then for the purposes of sub-paragraph 2.4.3 the **Reserve Provider's Agent** shall pay to **National Grid** in accordance with paragraph 4.2 the amount (if any) calculated in accordance with the formula set out in Part III of Annexure 1 to this Section 2, in respect of **Contracted Availability Windows** during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any of the **Contracted BM Units** in respect of the period from the **Commencement Date** of the **STOR Contract** until either:-

(a) the end of the **STOR Year** in which the **Commencement Date** falls; or (if earlier)

(b) the date of termination of that **STOR Contract**.

2.5 EVENTS OF DEFAULT AND CONSEQUENCES

Withholding of Reserve Availability Payments

2.5.1 Upon each occurrence of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 2:-

A, B, C, D, E, F, H, I, J, K

the **Reserve Availability Payment** otherwise payable by **National Grid** to the **Reserve Provider's Agent** shall be reduced as more particularly described in the respective column in the table in Annexure 2 to this Section 2.

Reduction in Availability Prices

2.5.2 Without prejudice to **National Grid's** rights pursuant to this paragraph 2.5, where at the end of a calendar month **National Grid** determines that in respect of one or more **Availability Window(s)** during that calendar month one or more of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 2:

A, B, C, D, E, F, G, H, K

have occurred (otherwise than as a result of **Force Majeure**) in those **Availability Window(s)** or in any associated **Pre-Window Instruction Period(s)** or **Post Window Run Down Period(s)** in respect of any one **Contracted BM Unit** (including any **Substitute BM Unit** in respect of periods when that **Contracted BM Unit** is a **Substituted BM Unit**, and including any **Replacement BM Unit** in respect of periods when that **Contracted BM Unit** is a **Replaced BM Unit**) then **National Grid** shall be entitled (at its sole discretion) to reduce the **Availability Price** in respect of the relevant **Contracted BM Unit** in respect of that calendar month by one percent for each **Availability Window** in question, subject always to a maximum reduction of 30% of the **Availability Price**, provided always that **National Grid** shall use reasonable endeavours to notify the **Reserve Provider** of the relevant **Events of Default** and number of relevant **Availability Windows** prior to issuing the relevant **Monthly Statement** in which such reduction in **Availability Price** shall be applied.

Termination of STOR Contract

2.5.3 **National Grid** may in its absolute discretion terminate a **STOR Contract** forthwith by notice in writing to the **Reserve Provider** in the following circumstances:-

- (a) where the **Reserve Provider** persistently fails to make available and/or provide **Reserve** from the relevant **Contracted BM Unit** (including any **Substitute BM Unit** in respect of periods when that **Contracted BM Unit** is a **Substituted BM Unit**, and any **Replacement BM Unit** in respect of periods when that **Contracted BM Unit** is a **Replaced BM Unit**) and such failure amounts to an intentional or reckless breach or disregard by the **Reserve Provider** of its obligations under this Section 2 and/or the **STOR Contract**; or

- (b) where, for the purposes of the **Balancing and Settlement Code**, the **Reserve Provider** ceases to be the **Lead Party** in respect of any or all of the **Contracted BM Unit, Substitute BM Unit(s) or Replacement BM Unit**; or
- (c) (without prejudice to **National Grid**'s rights under sub-paragraph 2.10.1) where, the **Reserve Provider** has breached the provisions of sub-paragraph 2.10.1 in respect of the **Contracted BM Unit**.

2.5.4 Where in respect of any one **Contracted BM Unit** (including any **Substitute BM Unit** in respect of periods when that **Contracted BM Unit** is a **Substituted BM Unit**, and including any **Replacement BM Unit** in respect of periods when that **Contracted BM Unit** is a **Replaced BM Unit**) the number of **Availability Windows** in respect of which one or more of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 2:-

A, B, C, D, E, F, G, H, I, J, K, L

occurs exceeds either:-

- (a) 3 in any **Season**; or
- (b) 8 within a twelve month period during the term of the **STOR Contract**,

National Grid may in its absolute discretion but subject always to sub-paragraphs 2.5.5 and 4.4.6 terminate a **STOR Contract** forthwith by notice in writing to the **Reserve Provider**.

2.5.5 **National Grid**'s rights pursuant to sub-paragraph 2.5.4 above shall, for the avoidance of doubt, arise upon the occurrence of the fourth (or the ninth, as the case may be) **Availability Window** in respect of which one or more **Events of Default** occurs and each such successive **Availability Window** thereafter, but with respect to each such occurrence shall only be capable of being exercised within a period of 60 **Business Days** after the date upon which **National Grid** shall first become entitled to exercise such right to terminate (which, for the avoidance of doubt, shall not be before any period of suspension of the **STOR Contract** pursuant to sub-paragraph 4.4.6.

2.5.6 Where the **Reserve Provider** has, in respect of a **Contracted BM Unit**, failed two or more consecutive **Reproving Tests** conducted in accordance with sub-paragraph 2.12.5, **National Grid** may in its absolute discretion but subject always to sub-paragraph 4.4.6) terminate the **STOR Contract** in respect of the **Contracted BM Unit** in question by notice in writing to the **Reserve Provider**.

2.5.7 Not used.

2.5.8 Termination of any **STOR Contract** shall not affect any accrued rights or liability of either **Party** nor the coming into effect or continuance of any provision thereof which is expressly or by implication intended to come into force or effect after such termination.

Recovery of monies from Reserve Provider

2.5.9 Without prejudice to **National Grid**'s rights pursuant to this paragraph 2.5, upon each occurrence of the following **Event of Default** as more particularly described in Annexure 2 to this Section 2:-

G

National Grid reserves the right, where **National Grid** has issued **Bid-Offer Acceptance(s)** in accordance with sub-paragraph 2.3.5 in respect of the relevant **Contracted BM Unit** in order to instruct the **Reserve Provider** not to provide **Reserve** from the relevant **Contracted BM Unit**, to recover from the **Reserve Provider** in respect of each relevant **Settlement Period** an amount equal to the difference between the **Contract Bid-Offer Price** and the actual **Bid Price** submitted by the **Reserve Provider** multiplied by the MWh deliverable pursuant to the **Bid-Offer Acceptance(s)**.

2.5.10 For the purposes of this paragraph 2.5, it is acknowledged that the same occurrence or failure may constitute more than one **Event of Default**.

2.5.11 For the avoidance of doubt, the consequences of any **Event of Default** specified or referred to in this paragraph 2.5 shall not relieve the **Reserve Provider** from any of its obligations pursuant to the **Grid Code**, nor relieve either of the **Parties** from any of their obligations pursuant to the **Balancing and Settlement Code**.

2.6 GRID CODE AND DISTRIBUTION CODE

The provision by the **Reserve Provider** of **Reserve** shall not relieve it of any of its obligations or affect such obligations (where applicable) set out in the **Grid Code** (including without limitation its obligations (if any) to provide **Demand** control when instructed by **National Grid** pursuant to **Grid Code OC 6**) or in the **Distribution Code** of its host **Public Distribution System Operator**.

2.7 MAINTENANCE OF CONTRACTED BM UNITS

The **Reserve Provider** shall maintain the **Contracted BM Units** and **Substitute BM Units** to such a standard that the **Reserve Provider** can meet its obligations to provide **Reserve** in accordance with the terms of this **Document** and any **STOR Contract(s)**.

2.8 WEEKLY AND ANNUAL LIMITS AND REVISION OF CONTRACT BID-OFFER PRICE

2.8.1 Where, in any **Week** or during any **STOR Year** during the term of the relevant **STOR Contract**, the number of relevant **Utilisations** in relation to a **Contracted BM Unit** has equalled or exceeded, respectively for that **Contracted BM Unit**, the relevant **Weekly Limit** (if any) and/or **Annual Limit** (if any), the **Reserve Provider** may notify **National Grid** by facsimile in the form set out in Part I of Annexure 3 to this Section 2 of a revised **Contract Bid-Offer Price** in respect of that **Contracted BM Unit** to apply for the remainder of the **Week** or **STOR Year** (as the case may be) provided always that such revised **Contract Bid-Offer Price** shall not apply any earlier than the commencement of the first **Operational Day** following the **Operational Day** in which **National Grid** receives such facsimile notification. Upon receipt of such notice **National Grid** shall as soon as reasonably practicable thereafter acknowledge safe receipt by facsimile in the form set out in Part I of Annexure 3 to this Section 2.

2.8.2 Until the commencement of the **Operational Day** referred to in sub-paragraph 2.8.1, the **Contract Bid-Offer Price** which shall apply in respect of that **Contracted BM Unit** shall be the relevant price set out in the **STOR Contract**.

2.8.3 For the avoidance of doubt, where **National Grid** issues one or a series of contiguous **Bid-Offer Acceptance(s)** in respect of a **Contracted BM Unit** during a **Contracted Availability Window** either:-

- (a) where the **Reserve Provider** has failed to comply with its obligations pursuant to sub-paragraph 2.3.1(b) in respect of the **Bid Price** and/or **Offer Price**; or
- (b) in respect of a **Reproving Test**,

then this shall not, for the purposes of this paragraph 2.8, constitute a relevant **Utilisation**.

2.9 WARRANTY AND INDEMNITY

2.9.1 The **Reserve Provider** hereby warrants to **National Grid** that, where any **Contracted BM Unit** is **Embedded**, the entering into of a **STOR Contract** in respect of such **Contracted BM Unit** and the provision by it of **Reserve** does not and will not cause the **Reserve Provider** to be in breach of or to otherwise be non-compliant with any **Connection**

Agreement and/or agreement for the supply of electricity to that **Contracted BM Unit** and/or for the acceptance of electricity into, and its delivery from, a **User System** or any other **System**.

2.9.2 The **Reserve Provider** agrees that it will not make available and provide **Reserve** from the relevant **Contracted BM Unit** to **National Grid** hereunder if such availability and/or provision would cause the **Reserve Provider** to be in breach or non-compliance as described in sub-paragraph 2.9.1, and if it fails to make available and/or provide **Reserve** on such grounds the **Reserve Provider** will:-

- (a) notify **National Grid** in accordance with sub-paragraph 2.2.4; and
- (b) provide to **National Grid** to **National Grid**'s reasonable satisfaction such written statement and all such supporting evidence as shall be necessary to demonstrate how compliance would cause such breach or non-compliance.

2.9.3 In the event that the **Reserve Provider** makes available and/or provides **Reserve** to **National Grid** which causes the **Reserve Provider** to be in breach or non-compliance as described in sub-paragraph 2.9.1 above, the **Reserve Provider** shall indemnify **National Grid** against all and any claims made against **National Grid** by the **Reserve Provider**'s host **Public Distribution System Operator** or any other person connected to or using the **Public Distribution System Operator**'s **User System** or any other **User System** or the owner or operator of any **User System** or any other person arising out of or resulting from such breach or non-compliance. Such indemnity shall include any legal costs and expenses reasonably incurred in the contesting of such claims including court costs and reasonable attorney's fees and other professional advisors' fees. The **Parties** agree and accept that, for the purposes of sub-paragraph 4.3.3, all such legal costs and expenses expressed to be the subject of such indemnity shall be treated as direct losses.

2.9.4 In the event of any such claim referred to in sub-paragraph 2.9.3 above or any third party claim under sub-paragraph 2.9.5 being made against **National Grid**, **National Grid** shall as soon as reasonably practicable give notice of the claim together with all relevant supporting documentation to the **Reserve Provider**. The **Reserve Provider** shall be entitled, upon written notice to **National Grid** and subject to **National Grid** receiving from the **Reserve Provider** such reasonable undertakings as **National Grid** shall reasonably require to protect **National Grid** against damage to its name, to assume, at its own expense, sole conduct of all proceedings relating to such claim including the right to contest such claim in the name of **National Grid** and **National Grid** shall supply the **Reserve Provider** with all information, assistance and particulars reasonably required by the **Reserve Provider** in connection therewith. **National Grid** shall not accept, settle, pay or compromise any such claim without the prior written approval of the **Reserve Provider** (such approval not to be

unreasonably withheld or delayed). The **Reserve Provider** shall reimburse **National Grid**'s reasonable expenses incurred in connection with the provision of any such information, assistance or particulars in the contesting of any such claim.

2.9.5 The **Reserve Provider** warrants to **National Grid** that, on the date of the **STOR Contract** it is not, and it hereby undertakes that at all times throughout the term of each **STOR Contract** it will not be, in breach of the terms of the **Undertaking**, and that, subject always to sub-paragraph 2.9.6, the **Reserve Provider** will indemnify **National Grid** against any losses, liabilities, claims, expenses and demands which **National Grid** suffers as a direct result of the **Reserve Provider** being in breach of the warranty set out in this sub-paragraph 2.9.5.

2.9.6 The amount or amounts for which the **Reserve Provider** may be liable to **National Grid** pursuant to sub-paragraph 2.9.5 shall not exceed the sum of £250,000 per **STOR Contract**.

2.10 PROVISION OF OTHER SERVICES

2.10.1 The **Reserve Provider** hereby warrants to **National Grid** that, on the **Commencement Date**, it is not a party to an agreement or arrangement with its host **Public Distribution System Operator** or electricity supplier or other person to provide any service from any **Contracted BM Unit** the provision of which impairs the **Reserve Provider's** ability to provide **Reserve** and/or perform its obligations under a **STOR Contract** and that, subject always to sub-paragraph 2.10.2, it will indemnify **National Grid** against any losses, liabilities, claims, expenses and demands which **National Grid** suffers as a direct result of a breach by the **Reserve Provider** of the provisions of this sub-paragraph 2.10.1. Notwithstanding such warranty, where any agreement or arrangement results during the term of a **STOR Contract** in the impairment of the ability of the **Reserve Provider** to provide **Reserve** and/or perform its obligations under such **STOR Contract**, then the **Reserve Provider** undertakes to reimburse to **National Grid** all and any losses, liabilities, claims, expenses and demands reasonably incurred or suffered by **National Grid** as a result of the **Reserve Provider's** ability to provide **Reserve** and/or perform its obligations under such **STOR Contract** being thereby impaired.

2.10.2 The amount or amounts for which the **Reserve Provider** may be liable to **National Grid** pursuant to sub-paragraph 2.10. shall not exceed the sum of £250,000 per **STOR Contract**.

2.10.3 Where during the term of a **STOR Contract** the **Reserve Provider** intends to enter into an agreement or arrangement with its host **Public Distribution System Operator** or electricity supplier or other third party to provide any service from the relevant **Contracted BM Unit** or to utilise the related connection assets as identified in the **Connection Agreement(s)** for the **Contracted BM Unit** the provision or use of which, in either case, impairs the **Reserve**

Provider's ability to provide **Reserve** and/or perform its obligations under the **STOR Contract**, the **Reserve Provider** shall notify or procure that the **Reserve Provider's Agent** notifies **National Grid**, in accordance with paragraph 4.8, as soon as reasonably practicable before entering into such agreement or arrangement. Upon and with effect from the entering into of any such agreement or arrangement, **National Grid** shall have the right to terminate the **STOR Contract** forthwith and serve a notice to that effect in accordance with paragraph 4.8.

- 2.10.4 For the avoidance of doubt, the availability in any **Settlement Period** comprised in an **Availability Window** of an increase in **Generation** from any **Contracted BM Unit** or any part thereof for the benefit of any third party (including without limitation the **Reserve Provider's** host **Public Distribution System Operator** or electricity supplier) shall be deemed for the purposes of sub-paragraphs 2.10.1, 2.10.2 and 2.10.3 to impair the **Reserve Provider's** ability to provide **Reserve** from that **Contracted BM Unit**.

2.11 COMMUNICATIONS

- 2.11.1 Subject to sub-paragraph 2.11.2, all communications between the **Parties** or the **Reserve Provider's Agent** pursuant to this Section 2 (including without limitation **Declarations** and **Redeclarations**) shall be given via **EDL** save as may be otherwise agreed by the **Parties**. If, for whatever reason, **EDL** shall at any time during the term of the **STOR Contract** become unavailable, then to that extent all **Declarations** and **Redeclarations** and other communications of whatever nature which concern the availability and utilisation of **Reserve** shall be given by such other means as may be agreed between the **Parties**.

- 2.11.2 Any communications required by this Section 2 to be given in writing shall be made and deemed to have been received in accordance with paragraph 4.8 save as may be otherwise agreed by the **Parties**.

2.12 MONITORING, METERING AND TESTING

Monitoring and Metering

- 2.12.1 The volume of **Reserve** delivered and the time of delivery of **Reserve** pursuant to **Bid-Offer Acceptance(s)** shall be monitored by **National Grid** from time to time.
- 2.12.2 The relationship between the **Parties** with respect to **Energy Metering Equipment** shall be regulated by Section L of the **Balancing and Settlement Code**.
- 2.12.3 The relationship between the **Parties** with respect to **Operational Metering Equipment** shall be regulated by Paragraph 6.7.3 of the **Connection and Use of System Code**.

- 2.12.4 The availability and delivery of **Reserve** from a **Contracted BM Unit** shall be verified by **National Grid** by (inter alia) monitoring certain **BM Unit Data** and the carrying out of certain checks as described in Annexure 4 to this Section 2.

Testing

- 2.12.5 Where the **Reserve Provider** is determined by **National Grid** to have failed to provide **Reserve** from a **Contracted BM Unit** in accordance with sub-paragraph 2.3.6, **National Grid** shall notify the **Reserve Provider** of such failure (hereinafter referred to as a “**Delivery Failure**”) as soon as reasonably practicable thereafter and, save as provided in sub-paragraph 2.12.6, the **Reserve Provider** shall, for the purposes of sub-paragraph 2.4.1, be deemed not to have made **Reserve** available from the **Contracted BM Unit** with effect from the time at which the **Delivery Failure** occurred until such time as the **Reserve Provider** shall be deemed to have restored the availability of **Reserve** from the **Contracted BM Unit** in accordance with the following provisions:-

- (a) The **Reserve Provider** shall, during the period commencing at the time of **National Grid**’s notification and ending either:-
- (i) when a successful **Reproving Test** is carried out in accordance with this sub-paragraph 2.12.5; or
 - (ii) at the time of expiry of the **Permitted Test Period** if no **Reproving Test** is carried out by **National Grid**,

continue, in respect of the relevant **Contracted BM Unit**, to comply with its obligation to make or procure that the **Reserve Provider’s Agent** makes **Declarations** and/or **Redeclarations** in accordance with paragraph 2.2 and (where appropriate) to comply with the requirements of sub-paragraph 2.3.1.

- (b) At any time during the period of fourteen **Operational Days** after the time of notification by **National Grid** referred to in sub-paragraph 2.12.5(a) (“the **Permitted Test Period**”), **National Grid** may in any **Contracted Availability Window** issue **Bid-Offer Acceptance(s)** in respect of the **Contracted BM Unit** in accordance with sub-paragraph 2.3.5 (“a **Reproving Test**”) in order to verify the availability of **Reserve** from the **Contracted BM Unit**.
- (c) If either:-

- (i) **National Grid** fails to carry out a **Reproving Test** during the **Permitted Test Period** in accordance with sub-paragraph 2.12.5(b) above; or
- (ii) the **Reserve Provider** passes a **Reproving Test** carried out during the **Permitted Test Period** in accordance with sub-paragraph 2.12.5(b) above,

then for the purposes of sub-paragraph 2.4.1 the availability of **Reserve** from the **Contracted BM Unit** shall be deemed to have been restored with effect from the commencement of the first **Contracted Availability Window** after the **Contracted Availability Window** in which the **Delivery Failure** occurred.

- (d) If the **Reserve Provider** fails a **Reproving Test** carried out during the **Permitted Test Period** in accordance with sub-paragraph 2.12.5(b) above, then:-

- (i) **National Grid** shall notify the **Reserve Provider** thereof as soon as reasonably practicable thereafter; and

- (ii) sub-paragraphs 2.12.5(a) to (c) (inclusive) shall apply (except that, for the purposes of sub-paragraph 2.12.5(b) above, the **Permitted Test Period** shall constitute the period of fourteen **Operational Days** after the date of the failed **Reproving Test** and for the purposes of sub-paragraph 2.12.5(c) above availability of **Reserve** shall be deemed to have been restored with effect from the commencement of the first **Contracted Availability Window** after the **Contracted Availability Window** in which the failed **Reproving Test** took place); and

- (iii) sub-paragraph 2.5.6 shall apply.

- (e) For the purposes of sub-paragraphs 2.12.5(b), (c) and (d) above, the **Permitted Test Period** shall be extended by an **Operational Day** for each **Operational Day** falling within the **Permitted Test Period**, in respect of which the **Reserve Provider** fails (in respect of all or part of one or more **Availability Windows** falling within that **Operational Day**) to confirm or procure that the **Reserve Provider's Agent** confirms that **Reserve** is available from the relevant **Contracted BM Unit** in accordance with sub-paragraph 2.2.1 or 2.2.2 or to comply with its obligations pursuant to sub-paragraph 2.3.1 in respect of the relevant **Contracted BM Unit**.

- (f) For the purposes of this sub-paragraph 2.12.5, a **Reproving Test** shall be passed if, in respect of the relevant **Contracted BM Unit**, the **Reserve Provider**

complies in all respects with sub-paragraph 2.3.6 and failure of a **Reproving Test** shall be construed accordingly.

- (g) For the purposes of paragraph 2.8, where **National Grid** issues one or a series of contiguous **Bid-Offer Acceptance(s)** in respect of a **Contracted BM Unit** during a **Contracted Availability Window** by way of a **Reproving Test** pursuant to sub-paragraph 2.12.5(b) above, then this shall not constitute a relevant **Utilisation**.

2.12.6 Notwithstanding sub-paragraph 2.12.5 above, where in respect of a **Delivery Failure** the first **Reproving Test** is failed and the number of **Operational Days** in the period between the **Operational Day** when that **Delivery Failure** occurred and the **Operational Day** when the first **Reproving Test** is conducted exceeds fourteen **Operational Days**, **National Grid** may, in respect of such period, only withhold the **Reserve Availability Payment** in respect of:-

- (a) the **Contracted Availability Window** in which the **Delivery Failure** occurs; and
- (b) all subsequent **Contracted Availability Windows** on the same **Operational Day** and in the immediately following fourteen **Operational Days**,

provided always that the period of fourteen **Operational Days** described in paragraph (b) above shall be extended by an **Operational Day** for each **Operational Day** falling within such period, in respect of which the **Reserve Provider** fails (in respect of all or part of one or more **Availability Windows** falling within that **Operational Day**) to confirm that **Reserve** is available from the relevant **Contracted BM Unit** in accordance with sub-paragraph 2.2.1 or 2.2.2 or to comply with its obligations pursuant to sub-paragraph 2.3.1 in respect of the relevant **Contracted BM Unit**.

ANNEXURE 1 TO SECTION 2
PAYMENT FORMULAE
(BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS - RESERVE
PROVIDER'S AGENT)

Part I

Reserve Availability Payment

The payment to be made by **National Grid** to the **Reserve Provider's Agent** referred to in sub-paragraph 2.4.1 in respect of the **Contracted Availability Windows** in calendar month m for **Unit** i (AF_{im}) shall be calculated in accordance with the following formula (using notation as defined in Part IV of this Annexure):-

$$AF_{im} = \sum_{C \in M_m} \left(\text{Max} \left[\begin{array}{l} \sum_{j \in C_m} (AP_{ij} \times 0.5 \times CM_{ij} \times FF_{ij} \times FM_{ij}) - \\ \sum_{j \in C(P)_m} (AP_{ij} \times 0.5 \times CM_{ij} \times (\text{Max}[XF_{ij}, XM_{ij}]), 0 \end{array} \right] \right)$$

Part II

Seasonal Delivery Reconciliation Payment

The payment to be made by the **Reserve Provider's Agent** to **National Grid** referred to in sub-paragraph 2.4.2 in respect of **Season** n for **Unit** i (SDR_{in}) shall be calculated in accordance with the following formula (using notation as defined in Part IV of this Annexure):-

$$SDR_{in} = M \times \frac{\min(P_n, N_{in})}{P_n} \times (1 - ADMW_{in}) \times \sum_{C \in S_n} \left(\text{Max} \left[\begin{array}{l} \sum_{j \in C_m} (AP_{ij} \times 0.5 \times CM_{ij} \times FF_{ij} \times FM_{ij}) - \\ \sum_{j \in C(P)_m} (AP_{ij} \times 0.5 \times CM_{ij} \times (\text{Max}[XF_{ij}, XM_{ij}]), 0 \end{array} \right] \right)$$

Where:

$M = 0$, if $ADMW_{in} \geq 0.95$

$M = 1$, if $ADMW_{in} < 0.95$

And

$$ADMW_{in} = \frac{\sum_{j \in B_{in}} QM_{ij}}{\sum_{j \in B_{in}} QME_{ij} + \sum_{R \in S_n} QMR_i}$$

Part III

Committed Availability Reconciliation Payment

The payment to be made by the **Reserve Provider's Agent** to **National Grid** referred to in sub-paragraph 2.4.3 in respect of **STOR Year** y for **Unit** i ($ACAR_{iy}$), shall be calculated in accordance with the following formula (using notation as defined in Part IV of this Annexure):-

$$ACAR_{iy} = \max \left[0, 1 - \frac{\sum_{j \in C_y} CF_{ij}}{\sum_{j \in A_y} MA_{ij}} \right] \times \left(\sum_{m \in Y_y} AF_{im} - \sum_{n \in Y_y} SDR_{in} \right)$$

Part IV

Notation

In Parts I to III (inclusive) of this Annexure:-

$$\sum_{C \in M_m}$$

is the summation over all **Contracted Availability Windows** in month m

$$\sum_{j \in C_m}$$

is the summation over all **Settlement Periods** j , in **Contracted Availability Window** C , in month m

$$\sum_{j \in C(P)_m}$$

is the summation over all **Settlement Periods** j , in **Pre-Window Instruction Periods** and **Post-Window Instruction Periods** associated with **Contracted Availability Window** C , in month m

$$\sum_{C \in S_n}$$

is the summation over all **Contracted Availability Windows** in **Season** n

$$\sum_{j \in C_y}$$

is the summation over all **Settlement Periods** j , in the set C_y of **Settlement Periods** in **Contracted Availability Windows** in **STOR Year** y

$$\sum_{j \in A_y}$$

is the summation over all **Settlement Periods** j , in the set A_y of **Settlement Periods** in **Availability Windows** in **STOR Year** y but excluding (1) periods of suspension of the **STOR Contract** pursuant to sub-paragraph 4.4.6 in the circumstances specified in sub-paragraph 4.4.6.6(b), (2) periods of suspension of **STOR Contract** pursuant to the **STOR Framework Agreement** in the circumstances provided therein and (3) any other **Availability Windows** where sub-paragraph 4.12.2 (**Force Majeure**) applies

$$\sum_{m \in Y_y}$$

is the summation over all months m , in **STOR Year** y

$$\sum_{n \in Y_y}$$

is the summation over all **Seasons** n , in **STOR Year** y

AP_{ij}

is the **Availability Price** in respect of **Unit** i , applicable in each **Settlement Period** j)

CM_{ij}

is the **Contracted MW** in respect of **Unit** i , applicable in each **Settlement Period** j

FF_{ij}

is 0 in respect of each **Settlement Period** j , contained in a **Contracted Availability Window** where **Reserve** is declared or redeclared unavailable or deemed unavailable from **Unit** i or where Annexure 2 to Section 2 provides that, in respect of **Settlement Period** j and **Unit** i , the **Reserve Provider's Agent** will not be entitled to receive a **Reserve Availability Payment**, otherwise 1

FM_{ij}

is 0 in respect of each **Settlement Period** j , contained in a **Contracted Availability Window** where sub-paragraph 4.12.2 (**Force Majeure**) applies in respect of **Unit** i , otherwise 1

XF_{ij}

is 1 in respect of each **Settlement Period** j , contained in either a **Pre-Window Instruction Period** or **Post-Window Instruction Period** associated with a **Contracted Availability Window** where the **Reserve Provider** has failed to comply in any respect with sub-paragraph 2.3.1 in respect of **Unit** i , otherwise 0

| | |
|--------------------|--|
| XM_{ij} | is 1 in respect of each Settlement Period j , contained in either a Pre-Window Instruction Period or Post-Window Instruction Period associated with a Contracted Availability Window where sub-paragraph 4.12.2 (Force Majeure) applies in respect of Unit i , otherwise 0 |
| QM_{ij} | is the volume of energy (MWh) delivered from Unit i , in Settlement Period j , in accordance with Bid-Offer Acceptance(s) issued by National Grid pursuant to sub-paragraph 2.3.5 (being a volume not greater than the volume implied in such Bid-Offer Acceptance(s)), as determined by metering pursuant to paragraph 2.12 |
| QMS_{ij} | is the volume of energy (MWh) instructed to be delivered from Unit i , in Settlement Period j , in accordance with Bid-Offer Acceptance(s) issued by National Grid pursuant to sub-paragraph 2.3.5 |
| QMR_i | is the Deemed Rejected Instruction Volume in respect of Unit i , being a volume (in MWh) of energy derived by multiplying the Contracted MW by the period of 1 hour |
| $\sum_{R \in S_n}$ | is the summation of the number of rejected Bid-Offer Acceptances in Season n |
| $\sum_{j \in B_n}$ | is the summation over all Settlement Periods j , in the set B_n of Settlement Periods in Season n in respect of which Bid-Offer Acceptance(s) have been issued by National Grid pursuant to sub-paragraph 2.3.5 in respect of Unit i |
| CF_{ij} | is 0 in respect of each Settlement Period j , contained in a Contracted Availability Window where Reserve is declared or redeclared unavailable or (save in the case of sub-paragraph 2.3.8) deemed unavailable from Unit i or where Annexure 2 to Section 2 provides that, in respect of Settlement Period j and Unit i , the Reserve Provider will not be entitled to receive a Reserve Availability Payment , otherwise 1 |
| MA_{ij} | is the required minimum availability, taking a value of 0.85, in respect of Settlement Period j and Unit i |
| Unit i or i | is the relevant Contracted BM Unit (or, as applicable, any Substitute BM Unit or Replacement BM Unit) |

STOR Year y or y is either:-

- (i) the relevant **STOR Year**; or
- (ii) (where sub-paragraph 2.4.4 applies) the period from either the commencement of the relevant **STOR Year** or (if later) the **Commencement Date** of the **STOR Contract** until the date of termination or expiry of the **STOR Contract**; or
- (iii) (where sub-paragraph 2.4.5 applies) the period from the **Commencement Date** of the **STOR Contract** until either the end of the relevant **STOR Year** in which the **Commencement Date** falls or (if earlier) the date of termination of the **STOR Contract**

Season n or n is the relevant **Season**

Contracted Availability Window C or C is the relevant **Contracted Availability Window**

N_{in} is the number of occasions in **Season n** where **Unit i** is instructed to provide **Reserve** in **Contracted Availability Windows** in accordance with sub-paragraph 2.3.5

P_n is the threshold for **Season n** as determined in accordance with the table below:-

| Length of Season n | Threshold, P_n |
|---------------------------|------------------------------------|
| < 4 weeks | 3 |
| 4 - 10 weeks | 4 |
| > 10 weeks | 5 |

ANNEXURE 2 TO SECTION 2

EVENTS OF DEFAULT AND CONSEQUENCES

(BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS - RESERVE PROVIDER'S AGENT)

| Events of Default – Redeclarations of Availability | Effect on Reserve Availability Payments |
|---|---|
| <p>A. A Redeclaration in the circumstances specified in sub-paragraph 2.2.7(a).</p> | <p>The Reserve Provider's Agent shall not be entitled:-</p> <p>(a) where notice is given prior to commencement of a Contracted Availability Window, to receive a Reserve Availability Payment in relation to that Contracted BM Unit in respect of the whole of the Contracted Availability Window(s) to which the notice relates or (as the case may be) in respect of that Contracted Availability Window and all subsequent Contracted Availability Window(s) until the next Contracted Availability Window in respect of which the Reserve Provider notifies or procures that the Reserve Provider's Agent notifies availability of Reserve from that Contracted BM Unit; and</p> <p>(b) where notice is given during a Contracted Availability Window, to receive a Reserve Availability Payment in relation to that Contracted BM Unit in respect of the remainder of such Contracted Availability Window and any subsequent Contracted Availability Window(s) to which the notice relates or (as the case may be) in respect of all subsequent Contracted Availability Window(s) until the next Contracted Availability Window in respect of which the Reserve Provider notifies or procures that the Reserve Provider's Agent notifies availability of Reserve from that Contracted BM Unit.</p> |
| <p>B. Failure to serve a Redeclaration forthwith upon becoming aware of unavailability of Reserve as specified in sub-paragraph 2.2.7(b).</p> <p>C. Failure, upon request from National Grid, to provide an explanation in reasonable detail for unavailability or National Grid has reasonable grounds to believe that unavailability is unrelated to technical capability as specified in sub-paragraph 2.2.7(c).</p> <p>D. Declaration or redeclaration of unavailability in the circumstances specified in sub-paragraph 2.3.3.</p> <p>E. The export of Active Power by the Reserve Provider otherwise than pursuant to Bid-Offer Acceptance(s) in the circumstances specified in sub-paragraph 2.3.4.</p> | <p>The Reserve Provider's Agent shall not be entitled to receive a Reserve Availability Payment in respect of that Contracted BM Unit in relation to the whole of the Contracted Availability Window to which such Event of Default relates.</p> |

EVENTS OF DEFAULT AND CONSEQUENCES (CONT.)
(BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS - RESERVE PROVIDER'S AGENT)

| Event of Default – Utilisation of Reserve | Effect on Reserve Availability Payments |
|---|--|
| F. Failure to submit BM Unit Data in accordance with sub-paragraph 2.3.1(a), sub-paragraph 2.3.1(b)(i), sub-paragraph 2.3.1(b)(ii) or sub-paragraph 2.3.1(c) in the circumstances specified in sub-paragraph 2.3.2. | <p>The Reserve Provider's Agent shall not be entitled to receive an Availability Payment in relation to that Contracted BM Unit in respect of:-</p> <p>(a) where such failure relates in whole or in part to the submission in respect of one or more Settlement Periods comprised in a Pre-Window Instruction Period or Contracted Availability Window of a Physical Notification of greater than zero, the whole of the Contracted Availability Window concerned or (where relevant) to which such Pre-Window Instruction Period relates; or</p> <p>(b) (in respect of all other items of BM Unit Data (with the exception of the Maximum Export Limit to which Event of Default A shall apply):</p> <p>(i) where such failure occurred in a Settlement Period(s) comprised in a Contracted Availability Window those Settlement Periods in which such failure occurred; and</p> <p>(ii) where such failure occurred in a Settlement Period(s) comprised in a Pre-Window Instruction Period, Pre-Window Ramping Period and/or Post Window Ramping Period, the number of Settlement Periods comprised in the related Contracted Availability Window which is equivalent to the number of Settlement Periods during which such failure occurred.</p> |
| G: Failure to submit BM Unit Data in accordance with sub-paragraph 2.3.1(b)(iii) in the circumstances specified in sub-paragraph 2.3.2. | N/A |
| H. Failure to comply with sub-paragraph 2.3.6 in the circumstances specified in sub-paragraph 2.3.7(a). | The Reserve Provider's Agent shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted BM Unit in respect of: each Settlement Period comprised (wholly or partly) in the period commencing on the expiry of the Response Time and ending at the time from which the Reserve Provider provides Reserve . |
| I. Failure to comply with sub-paragraph 2.3.6 in the circumstances specified in sub-paragraph 2.3.7(b). J. Failure to comply with sub-paragraph 2.3.6 in the circumstances specified in sub-paragraph 2.3.7(c). | The Reserve Provider's Agent shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted BM Unit in respect of the remainder of that Contracted Availability Window commencing at the time at which such Event of Default occurred. |
| K. Any Bid-Offer Acceptance is rejected by the Reserve Provider (other than in accordance with Grid Code BC2.7.3(b) and whether for reasons of safety or otherwise) as referred to in sub-paragraph 2.3.7(d) | <p>The Reserve Provider shall not be entitled to receive a Reserve Availability Payment in respect of that Contracted BM Unit in respect of the whole of the Contracted Availability Window in relation to which such failure occurred.</p> <p>For the purposes of the Seasonal Delivery Reconciliation Payment, each such Event of Default shall attract a Deemed Rejected Instruction Volume calculated by reference to the period of 1 hour.</p> |

| Event of Default - Miscellaneous | Effect on Reserve Availability Payments |
|---|---|
| L. A failure by the Reserve Provider to comply with any other provision of Section 2 not the subject of Events of Default A to J above. | N/A |

ANNEXURE 3 TO SECTION 2

FACSIMILE FORMS

**(BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS - RESERVE
PROVIDER'S AGENT)**

Part I
SHORT TERM OPERATING RESERVE FAX -
NOTIFICATION OF A REVISED CONTRACT BID-OFFER PRICE
UPON REACHING UTILISATION LIMIT

| RESERVE PROVIDER'S DETAILS | | | |
|----------------------------|--|--|-----------------|
| Contracted BM Unit: | | | Tel: |
| Contract Number: | | | Standby Tel: |
| Company Name: | | | Fax: |
| Contracted MW: | | | Standby Fax: |

We hereby serve notice of a new Contract Bid-Offer Price following the Utilisation Limit being reached at the above Contracted BM Unit, as follows:

| Limit Type Exceeded (Weekly/ Annual) | Date Limit Exceeded | New Contract Bid- Offer Price (£/MWh) | Date new Contract Bid-Offer Price effective from* |
|--|---------------------|---|---|
| | | | |

* Date may not be earlier than the Operational Day after receipt by National Grid of this facsimile notification.

Fax Sent By (Print name): Date: Time:

Signature:

Fax acknowledged by National Grid:

Signature: Date: Time:

National Grid Control

Fax number: 0870 602 4805
 Telephone: 0870 240 6961

Standby Fax: 0870 602 4802
 Standby Telephone: 0844 892 0360

ANNEXURE 4 TO SECTION 2

VERIFICATION OF AVAILABILITY AND DELIVERY OF RESERVE
(BALANCING MECHANISM PARTICIPANTS - PRODUCTION BM UNITS - RESERVE PROVIDER'S AGENT)

Set out below are items of **BM Unit Data** which shall be monitored by **National Grid** from time to time to verify the availability of **Reserve** from **Contracted BM Unit(s)**, **Substitute BM Unit(s)** or **Replacement BM Unit(s)**:-

| Service Criteria | Parameter(s) |
|--|--|
| Availability of Reserve from Contracted BM Unit, Substitute BM Unit or Replacement BM Unit | MEL ≥ Contracted MW Physical Notification ≤ zero |
| Response Time | $NDZ + \frac{ContractedMW}{AverageRunUpRate} \leq ResponseTime$ |
| Bid-Offer Data | <p>(i) First Offer Price ≤ Contracted Bid-Offer Price, in respect of the range from zero MW to Contracted MW</p> <p>(ii) Bid Price ≥ Offer Price</p> <p>This check will be made in respect of Settlement Periods comprised in Contracted Availability Windows, Pre-Window Ramping Periods and Post-Window Ramping Periods.</p> <p>In each Settlement Period during the Pre-Window Instruction Period, National Grid shall monitor whether ramping is necessary to achieve the Contracted MW by the commencement of the Contracted Availability Window.</p> <p>Where:-</p> $\frac{ContractedMW}{AverageRunUpRate} \leq \text{time to } \mathbf{Contracted \ Availability \ Window}$ <p>then the Settlement Period shall be determined to contain the Pre-Window Ramping Period and National Grid shall, therefore, undertake the above Bid-Offer Data check.</p> |
| Cease Time | $NTO + \frac{ContractedMW}{AverageRunDownRate} \leq CeaseTime$ |
| Minimum Utilisation Period | MNZT ≤ Minimum Utilisation Period specified in STOR Contract |
| Recovery Period | MZT ≤ Recovery Period specified in STOR Contract |
| Stable Export Limit | SEL ≤ Min(MEL, Contracted MW) |

Set out below are the checks which will be made by **National Grid** from time to time to verify the delivery of **Reserve** from **Contracted BM Unit(s)**, **Substitute BM Unit(s)** or **Replacement BM Unit(s)**:-

| Service Criteria | Check(s) |
|--|--|
| Delivery of Reserve within the Response Time | Metering data for the Settlement Period in which the Response Time ends following an instruction to commence delivery of the Contracted MW in accordance with a Bid-Offer Acceptance with respect to the Contracted BM Unit, Substitute BM Unit or Replacement BM Unit |
| Total energy (volume) delivered as Reserve for each utilisation | Metering data for the Contracted BM Unit, Substitute BM Unit or Replacement BM Unit in respect of the instructed period of delivery of Reserve in accordance with Bid-Offer Acceptance(s) |

PART 2

SHORT TERM OPERATING RESERVE - NON-BALANCING MECHANISM PARTICIPANTS

(RESERVE PROVIDER'S AGENT)

Where sub-paragraph 3.1.2 of Section 2 applies, the following paragraphs 3.2. to 3.12 and Annexures 1 to 3 shall replace paragraphs 3.2 to 3.12 of Section 2 and Annexures 1 to 3 to Section 3:-

3.2 DECLARATIONS OF AVAILABILITY

Declarations Week Ahead

3.2.1 By 10.00 hours each Tuesday (or where not a **Business Day**, the immediately preceding **Business Day**) the **Reserve Provider** shall submit or procure that the **Reserve Provider's Agent** submits to **National Grid** a notice (a "**Declaration**") in relation to each of the **Contracted Sites**:-

- (a) confirming in respect of each **Committed Window** (if any) in the following **Week**, either that **Reserve** is available or that **Reserve** is unavailable for reasons related to the technical capability of the **Contracted Site**; and
- (b) indicating, for each **Flexible Window** (if any) in the following **Week**, whether or not **Reserve** is available; and
- (c) (where relevant) indicating, for each **Operational Day** in the following **Week**, whether or not **Reserve** will be available during all the **Optional Windows** in such **Operational Day**.

Failure to submit a **Declaration** in accordance with this sub-paragraph 3.2.1 shall be deemed to constitute unavailability of **Reserve** in the following **Week** or relevant **Operational Day** in the following **Week** (as the case may be) and in respect thereof the **Reserve Provider** shall not be entitled to revise availability of **Reserve** in accordance with sub-paragraph 3.2.4. For the avoidance of doubt, a notice served pursuant to this sub-paragraph 3.2.1 indicating in relation to a **Contracted Site** that 0 MW of **Reserve** is available in respect of each **Availability Window** in the following **Week** or relevant **Operational Day** in the following **Week** (as the case may be) shall constitute a **Declaration**.

Flexible Windows - Revisions to Declarations

3.2.2 The **Reserve Provider** may revise a **Declaration** in relation to a **Contracted Site** in respect of any **Flexible Window** in the following **Week** as follows:-

- (a) at any time up to and including 10.00 hours on the Friday (or where not a **Business Day**, the immediately preceding **Business Day**) prior to the **Week** in question, the **Reserve Provider** may serve or procure that the **Reserve Provider's Agent** serves a notice on **National Grid** (a "**Redeclaration**") either:-
- (i) advising **National Grid** that **Reserve** will be available from that **Contracted Site** during that **Flexible Window**; or
 - (ii) advising **National Grid** that **Reserve** will not be available from that **Contracted Site** during that **Flexible Window**;
- (b) where, at 10.00 hours on the Friday (or where not a **Business Day**, the immediately preceding **Business Day**) prior to the **Week** in question, the **Declaration** or any subsequent **Redeclaration** made by the **Reserve Provider** in accordance with sub-paragraph 3.2.1 or 3.2.2(a)(ii) (as the case may be) indicates unavailability of **Reserve** during that **Flexible Window** the **Reserve Provider** may serve or procure that the **Reserve Provider's Agent** serves a notice on **National Grid** (a "**Redeclaration**") at any time prior to **Gate Closure** (in respect of the first **Settlement Period** within the associated **Pre-Window Instruction Period**) advising **National Grid** that **Reserve** will be available from that **Contracted Site** during that **Flexible Window**;
- (c) where at 10.00 hours on the Friday (or where not a **Business Day**, the immediately preceding **Business Day**) prior to the **Week** in question any **Declaration** or subsequent **Redeclaration** made by the **Reserve Provider** or the **Reserve Provider's Agent** (as the case may be) in accordance with sub-paragraph 3.2.1 or 3.2.2(a)(i) (as the case may be) indicates availability of **Reserve** in **Flexible Window(s)** in the following **Week**, the **Reserve Provider** shall not be permitted to issue a **Redeclaration** to withdraw such availability, save:-
- (i) as permitted by sub-paragraph 3.2.4(b) (following acceptance of such availability by **National Grid** and the relevant **Availability Window(s)** thereby being deemed to constitute **Committed Window(s)** in accordance with sub-paragraph 3.2.3); or
 - (ii) where **National Grid** has rejected such availability in accordance with sub-paragraph 3.2.3.

Flexible Windows - Acceptance and Rejection of Declarations

3.2.3 By 16.00 hours each Friday (or where not a **Business Day**, the immediately preceding **Business Day**) **National Grid** shall notify to the **Reserve Provider** or the **Reserve Provider's Agent** (as the case may be) who has submitted a **Declaration** and/or **Redeclaration** prior to 10.00 hours on that Friday indicating availability of the **Contracted Site** in respect of one or more **Flexible Windows** whether such availability as indicated in that **Declaration** and/or **Redeclaration** has been accepted or rejected. **National Grid's** decision shall be final and binding. Such notification shall be made either by **STOR Despatch** or by facsimile in the form set out in Part II of Annexure 3 to this Section 3 to the operational facsimile number specified in the **STOR Framework Agreement**. Where, for technical reasons, **National Grid** is unable to make such notification by **STOR Despatch** or facsimile then it shall use reasonable endeavours to make such notification by telephone to the operational contact telephone number specified in the **STOR Framework Agreement**. Failing such notification by such time and day **National Grid** shall be deemed to have accepted the **Declaration** and/or **Redeclaration** concerned. If **National Grid** accepts a **Declaration** or **Redeclaration** relating to a **Flexible Window** then such **Flexible Window** shall automatically be deemed to constitute a **Committed Window** for the purposes of sub-paragraphs 3.2.4(b), 3.2.6 and 3.2.8 to 3.2.12 (inclusive). If either:

- (a) **National Grid** rejects a **Declaration** or **Redeclaration** in relation to a **Flexible Window**; or
- (b) the **Reserve Provider** submits or procures that the **Reserve Provider's Agent** submits a **Redeclaration** in accordance with sub-paragraph 3.2.2(b) in relation to a **Flexible Window** after 10.00 hours on a Friday,

then such **Flexible Window** shall constitute a **Deemed Optional Window** for the purposes of sub-paragraphs 3.2.7, 3.2.8, 3.2.9 and 3.2.11(b).

Committed Windows - Revisions to Declarations pre Gate Closure

3.2.4 Where, prior to **Gate Closure** in respect of the first **Settlement Period** within a **Pre-Window Instruction Period** associated with a **Committed Window**, the **Reserve Provider** becomes aware of changes in the technical capabilities of a **Contracted Site** previously the subject of a **Declaration**, it shall revise or procure that the **Reserve Provider's Agent** revises that **Declaration** forthwith by serving a notice on **National Grid** (a "**Redeclaration**") either:-

- (a) confirming that **Reserve** will be available during that **Committed Window**; or

- (b) indicating that, for reasons related to the technical capability of the **Contracted Site, Reserve** will not be available during that **Committed Window**.

Optional Windows - Revisions to Declarations Day Ahead

3.2.5 At any time up to 24.00 hours on an **Operational Day**, the **Reserve Provider** may revise a **Declaration** in relation to any **Contracted Site** in respect of all **Optional Windows** on the following **Operational Day**, by serving or procuring that the **Reserve Provider's Agent** serves a notice on **National Grid** (a "**Redeclaration**") either:-

- (a) advising **National Grid** that **Reserve** will be available from that **Contracted Site** during all of the **Optional Windows** on the following **Operational Day**; or
- (b) advising **National Grid** that **Reserve** will not be available from the **Contracted Site** during all of the **Optional Windows** on the following **Operational Day**.

Contracted Availability Windows

3.2.6 For the purposes of this Section 3, a "**Contracted Availability Window**" in relation to any **Contracted Site** is a **Committed Window** in respect of which the **Declaration** or **Redeclaration** current as at **Gate Closure** (immediately prior to the commencement of the first **Settlement Period** within the **Pre-Window Instruction Period**) indicates that **Reserve** will be available from that **Contracted Site** during that **Availability Window**.

Contracted Optional Windows

3.2.7 For the purposes of this Section 3, a "**Contracted Optional Window**" in relation to any **Contracted Site** is either:-

- (a) an **Optional Window** in an **Operational Day** in respect of which the **Declaration** or **Redeclaration** current, as at 24.00 hours on the preceding **Operational Day**, indicates that **Reserve** is available from that **Contracted Site** during all the **Optional Windows** in that **Operational Day**; or
- (b) a **Deemed Optional Window** in respect of which the **Declaration** or **Redeclaration** current as at **Gate Closure** (immediately prior to the commencement of the first **Settlement Period** within the **Pre-Window Instruction Period**) indicates that **Reserve** will be available from that **Contracted Site** during that **Deemed Optional Window**.

Late Revisions to Declarations

3.2.8 If:-

- (a) at any time after **Gate Closure** with respect to the first **Settlement Period** of a **Pre-Window Instruction Period** associated with a **Contracted Availability Window** until the end of that **Contracted Availability Window**; or
- (b) later than 24.00 hours on the **Operational Day** preceding the **Operational Day** containing the **Contracted Optional Windows** (to which sub-paragraph 3.2.7(a) applies) in respect of which **Reserve** has been declared available from a **Contracted Site**; or
- (c) during a **Pre-Window Instruction Period** associated with a **Contracted Optional Window** (to which sub-paragraph 3.2.7(b) applies) or during a **Contracted Optional Window** (to which sub-paragraph 3.2.7(b) applies),

the **Reserve Provider** becomes aware of a change in the availability of **Reserve** such that, for reasons related to the technical capability of that **Contracted Site**, **Reserve** will be unavailable from that **Contracted Site** during all or any part of such **Contracted Availability Window** or **Contracted Optional Window**, it shall notify or procure that the **Reserve Provider's Agent** notifies **National Grid** forthwith by way of a **Redeclaration**.

Deemed Unavailability

3.2.9 **Reserve** shall be deemed to be unavailable from a **Contracted Site** from the time at which a **Redeclaration** is given by the **Reserve Provider** or the **Reserve Provider's Agent** (as the case may be) pursuant to sub-paragraph 3.2.8 until the commencement of the next **Window** in respect of which the **Reserve Provider** subsequently serves or procures that the **Reserve Provider's Agent** serves a **Declaration** or **Redeclaration** indicating that **Reserve** will be available from that **Contracted Site**.

Reasons for Unavailability

3.2.10 Each indication of unavailability by the **Reserve Provider** or the **Reserve Provider's Agent** (as the case may be) pursuant to sub-paragraphs 3.2.1(a) 3.2.4(b) and 3.2.8(a) shall, upon request from **National Grid** and as soon as reasonably practicable thereafter, be followed by an explanation in reasonable detail of the reasons for such unavailability.

Events of Default

3.2.11 In the event that:-

- (a) the **Reserve Provider** serves or procures that the **Reserve Provider's Agent** serves a **Redeclaration** in respect of any **Contracted Availability Window** pursuant to sub-paragraph 3.2.8(a); or
- (b) the **Reserve Provider** fails to serve a notification in respect of any **Availability Window** or **Contracted Availability Window** pursuant to sub-paragraphs 3.2.4 or 3.2.8(a) or **Contracted Optional Window** pursuant to sub-paragraphs 3.2.8(b) or 3.2.8(c) forthwith upon becoming aware of its inability to provide **Reserve** for reasons related to the technical capability of that **Contracted Site**; or
- (c) no explanation is given by the **Reserve Provider** or the **Reserve Provider's Agent** (as the case may be) as required by sub-paragraph 3.2.10 or **National Grid** has reasonable grounds for believing that such unavailability is unrelated to the technical capability of the **Contracted Site** concerned,

then paragraph 3.5 (Events of Default and Consequences) shall apply.

3.2.12 In the event that **Reserve** has been declared or redeclared (or deemed) unavailable pursuant to the provisions of this Section 3 in respect of an **Availability Window** and the **Reserve Provider** either provides **Active Power** or reduces **Demand** (as the case may be) from the relevant **Contracted Site** during such **Availability Window** in the circumstances where such **Availability Window** is, or is deemed in accordance with sub-paragraph 3.2.3 to constitute, a **Committed Window** then paragraph 3.5 (Events of Default and Consequences) shall apply.

Other Contractual Arrangements

3.2.13 **Reserve** shall be deemed to be unavailable during a **Window** and the **Reserve Provider** shall (as appropriate) serve or procure that the **Reserve Provider's Agent** serves a **Redeclaration** in accordance with the foregoing provisions of this Section 3 if, pursuant to any other agreement or arrangement with any other person, the **Reserve Provider** has, notwithstanding sub-paragraph 3.10, granted to such other person the right to require an increase in **Generation** or reduction in **Demand** from any site comprising the whole or part of the **Contracted Site** for any period which coincides in whole or in part with that **Window**.

Substitution of Contracted Sites

- 3.2.14 If the **Reserve Provider** anticipates that a **Contracted Site** may become unavailable to provide **Reserve** during part of the remaining term of a **STOR Contract**, the **Reserve Provider** may request or procure that the **Reserve Provider's Agent** requests, by notice in writing to **National Grid**, that the **Contracted Site** in question be substituted for the period of such unavailability by another **Site** (the "**Substitute Site**") owned or operated by the **Reserve Provider**. **National Grid** may (acting reasonably) either accede to or decline such request, and in reaching its decision shall have regard to the proximity and similarity of the **Substitute Site** to the **Contracted Site**. If **National Grid** accepts such request, the substitution of the **Contracted Site** (the "**Substituted Site**") by the **Substitute Site** shall not become effective unless the **STOR Contract** is duly amended in accordance with sub-paragraph 3.2.21 to reflect such substitution.
- 3.2.15 In any notification pursuant to sub-paragraph 3.2.14, the **Reserve Provider** shall indicate or procure that the **Reserve Provider's Agent** indicates to **National Grid** the **Availability Windows** and **Optional Windows** in respect of which the **Reserve Provider** proposes that such substitution shall apply, provided always that the relevant **Availability Windows** and **Optional Windows** shall not be **Availability Windows** and **Optional Windows** in respect of the **Substitute Site**.

Replacement of Contracted Sites

- 3.2.16 Without prejudice to the **Reserve Provider's** right to request or procure that the **Reserve Provider's Agent** requests the substitution of a **Contracted Site** in accordance with sub-paragraph 3.2.14, the **Reserve Provider** may also request or procure that the **Reserve Provider's Agent** requests, by notice in writing to **National Grid**, that any **Contracted Site** be replaced for the remainder of the term of the relevant **STOR Contract** by another site (the "**Replacement Site**") owned or operated by the **Reserve Provider**. **National Grid** may (acting reasonably) either accede to or decline such request, and in reaching its decision shall have regard to the proximity and similarity of the **Replacement Site** to the **Contracted Site**. If **National Grid** accepts such request, the replacement of the **Contracted Site** (the "**Replaced Site**") by the **Replacement Site** shall not become effective until such time as the **STOR Contract** is duly amended in accordance with sub-paragraph 3.2.21 to reflect such replacement.

Effect of substitution and replacement

- 3.2.17 Subject always to the provisions of sub-paragraphs 3.2.14 to 3.2.16 inclusive, the effect of substitution and replacement in accordance with the provisions thereof shall be to treat the **Substitute Site** or **Replacement Site** (as the case may be) as the **Contracted Site** for all purposes of this Section 3 and the **STOR Contract**, and for the duration of any such

substitution or replacement this Section 3 and the **STOR Contract** shall be read and construed accordingly.

Required Flexible Availability

3.2.18 Where, during any **Season**, the aggregate duration in respect of any **Contracted Site** of **Availability Windows** being **Flexible Windows** (in respect of which, at 10.00 hours on the Friday (or where not a **Business Day**, the immediately preceding **Business Day**) prior to the **Week** in which each such **Flexible Window** falls, a **Declaration** or subsequent **Redeclaration** made by the **Reserve Provider** or the **Reserve Provider's Agent** (as the case may be) in accordance with sub-paragraph 3.2.1 or 3.2.2(b) indicates availability of **Reserve** in such **Flexible Window**) does not at the end of such **Season** equal or exceed the **Required Flexible Availability** in respect of that **Contracted Site**, or where it becomes apparent to **National Grid** that such aggregate duration cannot at the end of such **Season** equal or exceed such **Required Flexible Availability**, then:-

- (a) **National Grid** may by written notice to the **Reserve Provider** terminate the **Reserve Provider's** entitlement to declare or re-declare **Reserve** available in respect of that **Contracted Site** in all subsequent **Flexible Windows** during the term of the **STOR Contract**; and
- (b) for the avoidance of doubt, no payments shall accrue due to the **Reserve Provider** pursuant to sub-paragraph 3.4 in respect thereof.

Request for reduction in Contracted MW and Optional MW

3.2.19 The **Reserve Provider** may request, or procure that the **Reserve Provider's Agent** requests, by written notice to **National Grid**, a reduction in the **Contracted MW** and (where relevant) the **Optional MW** of a **Contracted Site** for one or more **Seasons**, provided that:-

- (a) such reduction is necessitated by a change in the technical capability of the **Contracted Site** which occurred after the submission of the **STOR Tender** by the **Reserve Provider**, and such change could not reasonably have been foreseen by the **Reserve Provider** as likely to occur at the time that the **STOR Tender** was submitted;
- (b) the **Reserve Provider** provides, or procures that the **Reserve Provider's Agent** provides, **National Grid** with evidence which is reasonably satisfactory to **National Grid** of the change in technical capability of the **Contracted Site**; and
- (c) the resulting reduced level of **Contracted MW** and (where relevant) **Optional MW** is not less than 3 MW.

3.2.20 Upon receipt of any request made by the **Reserve Provider** or the **Reserve Provider's Agent** (as the case may be) pursuant to sub-paragraph 3.2.19 **National Grid** shall not unreasonably withhold or delay its consent to such request, but the reduction in **Contracted MW** and (where relevant) **Optional MW** of the relevant **Contracted Site** shall not become effective until such time as the **STOR Contract** is duly amended in accordance with paragraph 3.2.21 to reflect such reduction.

Amendment of STOR Contract

3.2.21 The **STOR Contract** may only be amended in accordance with sub-paragraphs 3.2.14, 3.2.16 and 3.2.20 by agreement in writing signed by or on behalf of **National Grid** and the **Reserve Provider**.

3.3 UTILISATION

Instruction to provide Reserve

3.3.1 **National Grid** may in any:-

- (a) **Contracted Availability Window**; or
- (b) **Pre-Window Instruction Period**; or
- (c) **Contracted Optional Window**,

serve the **Reserve Provider** with a notice (an "**Instruction**") requiring the **Reserve Provider** to provide **Reserve** from the **Contracted Site**.

3.3.2 Within 5 minutes of receipt of any **Instruction** the **Reserve Provider** shall notify **National Grid** of acceptance or rejection of such **Instruction**, and an **Instruction** shall be deemed rejected if no such notification is received by **National Grid** by such time. The **Reserve Provider** may only reject an **Instruction** for safety reasons or reasons relating to the technical capability of the **Contracted Site** or where an **Instruction** is issued in either:-.

- (a) a **Recovery Period**; and/or
- (b) a **Contracted Availability Window** to which sub-paragraph 3.3.12 applies.

3.3.3 Paragraph 3.5 (Events of Default and Consequences) shall apply in respect of any failure by the **Reserve Provider** to comply with sub-paragraph 3.3.2.

Instruction to cease provision of Reserve

- 3.3.4 **National Grid** may instruct the **Reserve Provider** to cease the provision of **Reserve** from a **Contracted Site** with effect from any time on or after expiry of the **Minimum Utilisation Period**.
- 3.3.5 The **Reserve Provider** shall acknowledge receipt of any instruction given by **National Grid** pursuant to sub-paragraph 3.3.4 within 5 minutes of receipt.
- 3.3.6 Paragraph 3.5 (Events of Default and Consequences) shall apply in respect of any failure by the **Reserve Provider** to comply with sub-paragraph 3.3.5.

Provision of Reserve

- 3.3.7 On receipt of an **Instruction** in respect of a **Contracted Site**, the **Reserve Provider** shall, commencing on or before the expiry of the **Response Time**, provide **Reserve** from that **Contracted Site** continuously until the earlier of:-
- (a) the expiry of the **Maximum Utilisation Period**;
 - (b) the time specified by **National Grid** in an instruction issued pursuant to sub-paragraph 3.3.4; or
 - (c) (where such **Contracted Availability Window** is not immediately followed by a **Contracted Optional Window**) the end of the relevant **Contracted Availability Window** in which **Reserve** is being provided.

Event of Default

- 3.3.8 In the event that in respect of any **Contracted Site**:-
- (a) the **Reserve Provider** fails to provide **Reserve** of a level at least 90% of the **Contracted MW** or **Optional MW** (as the case may be) measured at the minute in which the **Response Time** ends;
 - (b) the volume in MWh of **Reserve** provided by the **Reserve Provider** following receipt of an **Instruction** issued in accordance with sub-paragraph 3.3.1 is less than 90% of the **Contracted MW** or the **Optional MW** (as the case may be) multiplied by the number of hours (including parts thereof) comprised in the period from the expiry of the **Response Time** until the first to occur of the times described in sub-paragraphs 3.3.7(a), (b) and (c);

- (c) the **Reserve Provider** fails to provide **Reserve** continuously at a level of at least 90% of the **Contracted MW** or **Optional MW** (as the case may be) until the first to occur of the times described in sub-paragraphs 3.3.7(a), (b) and (c);
- (d) an **Instruction** is rejected by the **Reserve Provider** (whether for reasons of safety or reasons relating to the technical capability of the **Contracted Site**), except where the **Instruction** is issued in a **Recovery Period** or in a **Contracted Availability Window** to which sub-paragraph 3.3.12 applies,

paragraph 3.5 (Events of Default and Consequences) shall apply in respect of any such failure, and the **Reserve Provider** shall be deemed not to have made **Reserve** available from that **Contracted Site** in respect of subsequent **Contracted Availability Windows** unless and until availability is restored under and in accordance with sub-paragraph 3.11.1.

3.3.9 If any continuous period during which the **Reserve Provider** is obliged to provide **Reserve** falls within both a **Contracted Availability Window** and a **Contracted Optional Window**, the **Reserve Provider's** obligation in respect of the provision of **Reserve** shall be to increase **Generation** and/or reduce **Demand** from the **Contracted Site** by:-

- (a) the **Contracted MW** during that part of such **Contracted Availability Window** when it is obliged to provide **Reserve**; and
- (b) the **Optional MW** during that part of such **Contracted Optional Window** when it is obliged to provide **Reserve**.

3.3.10 Paragraph 3.5 (Events of Default and Consequences) shall apply in respect of any failure by the **Reserve Provider** to comply with sub-paragraph 3.3.9.

3.3.11 If in respect of any **Settlement Period** contained in a **Pre-Window Instruction Period**, **Contracted Availability Window**, **Contracted Optional Window** and/or **Post Window Run Down Period**, **Active Power** is provided or the average **Demand** is less than the **Contracted MW** from a **Contracted Site** otherwise than pursuant to an **Instruction**, then paragraph 3.5 (Events of Default and Consequences) shall apply (and for the avoidance of doubt provision of **Active Power** or reduction of **Demand** in excess of the **Contracted MW** shall not be construed as an **Event of Default**).

Recovery Periods

3.3.12 In the case where the **Recovery Period** following the provision of **Reserve** by a **Contracted Site** overlaps with the **Pre-Window Instruction Period** for a subsequent **Contracted Availability Window**, then **Reserve** shall be deemed to be unavailable from that

Contracted Site in respect of all **Settlement Periods** comprised in that subsequent **Contracted Availability Window**, and **National Grid** shall be under no liability pursuant to sub-paragraph 3.4.1 to pay a **Reserve Availability Payment** in respect of the **Settlement Periods** comprised in the subsequent **Contracted Availability Window**.

3.3.13 Where sub-paragraph 3.3.12 applies in respect of a **Contracted Site** and a **Contracted Availability Window** and **National Grid** issues an **Instruction** in that **Contracted Availability Window** which is not subsequently rejected by the **Reserve Provider** in accordance with sub-paragraph 3.3.2, then that **Contracted Availability Window** shall be deemed to be a **Contracted Optional Window** for the purposes of sub-paragraph 3.4.3.

3.4 PAYMENT

Reserve Availability Payment

3.4.1 Subject to sub-paragraph 3.12.4, **National Grid** shall pay to the **Reserve Provider's Agent** in accordance with paragraph 4.2, in respect of **Contracted Availability Windows** in each month, an amount (the "**Reserve Availability Payment**") calculated in accordance with the formula set out in Part I of Annexure 1 to this Section 3.

Reserve Utilisation Payments

3.4.2 **National Grid** shall pay to the **Reserve Provider's Agent** in accordance with paragraph 4.2, in respect of:-

- (a) the increase in **Generation** or reduction in **Demand** (as the case may be) during **Pre-Window Ramping Periods** and **Post-Window Ramping Periods** in each month; and
- (b) the provision of **Reserve** during **Contracted Availability Windows** in each month,

an amount (the "**Energy Utilisation Payment**") calculated in accordance with the formula set out in Part II of Annexure 1 to this Section 3.

3.4.3 **National Grid** shall also pay to the **Reserve Provider's Agent** in accordance with paragraph 4.2, in respect of the provision of **Reserve** during **Contracted Optional Windows** in each month an amount (the "**Optional Energy Utilisation Payment**") calculated in accordance with the formula set out in Part II of Annexure 1 to this Section 3.

3.4.4 Payments to be made by **National Grid** to the **Reserve Provider's Agent** pursuant to sub-paragraphs 3.4.2 and 3.4.3 are hereafter referred to as the "**Reserve Utilisation Payments**".

Seasonal Delivery Reconciliation

3.4.5 At the end of each **Season**, where in respect of any **Contracted Site National Grid** determines that the aggregate volume in MWh of **Reserve** provided by the **Reserve Provider** from that **Contracted Site** (shown as R_{sj} in Part VI of Annexure 1 to this Section 3) in respect of all **Instructions** issued during that **Season** is less than 95% of the aggregate of:-

- (a) the aggregate volume in MWh instructed, plus
- (b) the aggregate Deemed Rejected Instruction Volume (if any),

then the **Reserve Provider's Agent** shall pay to **National Grid** in accordance with paragraph 4.2, an amount (if any) ("the **Seasonal Delivery Reconciliation Payment**") calculated in accordance with the formula set out in Part III of Annexure 1 to this Section 3.

Committed Availability Reconciliation

3.4.6 At the end of each **STOR Year** during the term of a **STOR Contract**, the **Reserve Provider's Agent** shall pay to **National Grid** in accordance with paragraph 4.2, an amount (if any) ("the **Committed Availability Reconciliation Payment**") calculated in accordance with the formula set out in Part IV of Annexure 1 to this Section 3, in respect of those **Availability Windows** designated in the **STOR Contract** as **Committed Windows** during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any **Contracted Site** during that **STOR Year**.

Flexible Availability Reconciliation

3.4.7 At the end of each **STOR Year** during the term of a **STOR Contract**, the **Reserve Provider's Agent** shall pay to **National Grid** in accordance with paragraph 4.2, an amount (if any) ("the **Flexible Availability Reconciliation Payment**") calculated in accordance with the formula set out in Part V of Annexure 1 to this Section 3, in respect of the **Flexible Windows** which are deemed to constitute **Committed Window(s)** in accordance with sub-paragraph 3.2.3 and during which the **Reserve Provider** failed to make **Reserve** available from any **Contracted Site** during that **STOR Year**.

3.4.8 Where a **STOR Contract** is terminated pursuant to paragraph 3.5 or paragraph 4.4 or the **STOR Contract** expires during a **STOR Year** then, for the purposes of sub-paragraph 3.4.6 and/or sub-paragraph 3.4.7, the **Reserve Provider's Agent** shall pay to **National Grid**, in accordance with paragraph 4.2, the amount(s) (if any) calculated in accordance with the formula set out in Part IV and/or Part V (as the case may be) of Annexure 1 to this Section 3,

in respect of **Committed Windows** and/or **Flexible Windows** which are deemed to constitute **Committed Window(s)** in accordance with sub-paragraph 3.2.3 (as applicable) during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any **Contracted Site** in respect of the period from either:-

- (a) the commencement of the **STOR Year** in which such termination occurs; or (if later)
- (b) the **Commencement Date** of the **STOR Contract**,

until the date of termination or expiry of the **STOR Contract**.

3.4.9 Where the **Commencement Date** of a **STOR Contract** does not coincide with the commencement of a **STOR Year**, then, for the purposes of sub-paragraph 3.4.6 and/or sub-paragraph 3.4.7, the **Reserve Provider's Agent** shall pay to **National Grid** in accordance with paragraph 4.2 the amount(s) (if any) calculated in accordance with the formula set out in Part IV and/or Part V (as the case may be) of Annexure 1 to this Section 3, in respect of **Committed Windows** and/or **Flexible Windows** which are deemed to constitute **Committed Window(s)** in accordance with sub-paragraph 3.2.3 (as applicable) during which the **Reserve Provider** failed to make **Reserve** available to **National Grid** from any **Contracted Site** in respect of the period from the **Commencement Date** of the **STOR Contract** until either:-

- (a) the end of the **STOR Year** in which the **Commencement Date** falls; or (if earlier)
- (b) the date of termination of the **STOR Contract**.

3.5 EVENTS OF DEFAULT AND CONSEQUENCES

Withholding of Reserve Availability Payments

3.5.1 Upon each occurrence of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 3:-

A, B, C, E, F, G, H, I, J, K, L

the **Reserve Availability Payment** otherwise payable by **National Grid** to the **Reserve Provider's Agent** shall be reduced as more particularly described in the respective column in the table in Annexure 2 to this Section 3.

Reduction in Availability Prices

3.5.2 Without prejudice to **National Grid**'s rights pursuant to this paragraph 3.5, where at the end of a calendar month **National Grid** determines that in respect of one or more **Availability Window(s)** during that calendar month one or more of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 3:

A, B, C, E, F, G, H, I

have occurred (otherwise than as a result of **Force Majeure**) in those **Availability Window(s)** or in any associated **Pre-Window Instruction Period(s)** or **Post Window Run Down Period(s)** in respect of any one **Contracted Site** (including any **Substitute Site** in respect of periods when that **Contracted Site** is a **Substituted Site**, and including any **Replacement Site** in respect of periods when that **Contracted Site** is a **Replaced Site**) then **National Grid** shall be entitled (at its sole discretion) to reduce the **Availability Price** in respect of the relevant **Contracted Site** in respect of that calendar month by one percent for each **Availability Window** in question, subject always to a maximum reduction of 30% of the **Availability Price**, provided always that **National Grid** shall use reasonable endeavours to notify the **Reserve Provider** of the relevant **Events of Default** and number of relevant **Availability Windows** prior to issuing the relevant **Monthly Statement** in which such reduction in **Availability Price** shall be applied.

Termination of STOR Contract

3.5.3 **National Grid** may in its absolute discretion terminate a **STOR Contract** forthwith by notice in writing to the **Reserve Provider** in the following circumstances:-

- (a) where the **Reserve Provider** persistently fails to make available and/or provide **Reserve** from the relevant **Contracted Site** (including any **Substitute Site** in respect of periods when that **Contracted Site** is a **Substituted Site**, and any **Replacement Site** in respect of periods when that **Contracted Site** is a **Replaced Site**) and/or comply with the provisions of the **STOR Despatch Procedure** in respect thereof and such failure amounts to an intentional or reckless breach or disregard by the **Reserve Provider** of its obligations under this Section 3 and/or the **STOR Contract**; or

Where the **Reserve Provider** has breached the provisions of sub-paragraph 3.10.1 in respect of the **Contracted Site**.

3.5.4 Where, in respect of any one **Contracted Site** (including any **Substitute Site** in respect of periods when that **Contracted Site** is a **Substituted Site**, and including any **Replacement**

Site in respect of periods when that **Contracted Site** is a **Replaced Site**) the number of **Windows** in respect of which one or more of the following **Events of Default** as more particularly specified in Annexure 2 to this Section 3:-

A, B, C, D, E, F, G, H, I, J, K, L, M, N

occurs exceeds either:-

- (a) 3 in any **Season**; or
- (b) 8 within a twelve month period during the term of the **STOR Contract**,

National Grid may in its absolute discretion terminate a **STOR Contract** forthwith by notice in writing to the **Reserve Provider**.

- 3.5.5 **National Grid**'s rights pursuant to sub-paragraph 3.5.4 above shall, for the avoidance of doubt, arise upon the occurrence of the fourth (or the ninth, as the case may be) **Window** in respect of which one or more **Events of Default** occurs and each such successive **Window** thereafter, but with respect to each such occurrence shall only be capable of being exercised within a period of 60 **Business Days** after the date upon which **National Grid** shall first become entitled to exercise such right to terminate (which, for the avoidance of doubt, shall not be before any period of suspension of the **STOR Contract**, pursuant to sub-paragraph 4.4.6).
- 3.5.6 Where the **Reserve Provider** has, in respect of a **Contracted Site**, failed two or more consecutive **Reproving Tests** conducted in accordance with sub-paragraph 3.11.1, **National Grid** may in its absolute discretion but subject always to sub-paragraph 4.4.6 terminate the **STOR Contract** in respect of the **Contracted Site** in question by notice in writing to the **Reserve Provider**.
- 3.5.7 Not used.
- 3.5.8 Termination of any **STOR Contract** shall not affect any accrued rights or liability of either **Party** nor the coming into effect or continuance of any provision thereof which is expressly or by implication intended to come into force or effect after such termination.
- 3.5.9 For the purposes of this paragraph 3.5, it is acknowledged that the same occurrence or failure may constitute more than one **Event of Default**.

3.5.10 For the avoidance of doubt, the consequences of any **Event of Default** specified or referred to in this paragraph 3.5 shall not relieve the **Reserve Provider** from any of its obligations pursuant to the **Grid Code**, nor relieve either of the **Parties** from any of their obligations pursuant to the **Balancing and Settlement Code**.

3.6 GRID CODE AND DISTRIBUTION CODE

The provision by the **Reserve Provider** of **Reserve** shall not relieve it of any of its obligations or affect such obligations (where applicable) set out in the **Grid Code** (including without limitation its obligations (if any) to provide **Demand** control when instructed by **National Grid** under **Grid Code OC 6**) or in the **Distribution Code** of its host **Public Distribution System Operator**.

3.7 MAINTENANCE AND STATUS OF CONTRACTED SITES

3.7.1 The **Reserve Provider** shall maintain the **Plant** and **Apparatus** comprising each **Contracted Site** and **Substitute Site** to such a standard that the **Reserve Provider** can meet its obligations to provide **Reserve** in accordance with the terms of the **STOR Contract**.

3.7.2 If the **Contracted Site**, **Substitute Site** or **Replacement Site** or any part thereof either:

- (a) becomes a **BM Unit** (or part of a **BM Unit**); or
- (b) is already a **BM Unit**,

and actively participates in the **Balancing Mechanism** during the term of the relevant **STOR Contract**, then **National Grid** and the **Reserve Provider** shall agree in writing such amendments to the **STOR Contract** as shall be necessary to ensure the **Reserve Provider** continues provision of the **Reserve** upon terms no more or less favourable than was the base prior to the change.

3.8 WEEKLY AND ANNUAL LIMITS AND REVISION OF ENERGY UTILISATION PRICE

3.8.1 Where, in any **Week** or during any **STOR Year** during the term of the relevant **STOR Contract**, the number of relevant **Utilisations** in relation to a **Contracted Site** has equalled or exceeded, respectively for that **Contracted Site**, the relevant **Weekly Limit** (if any) and/or **Annual Limit** (if any), the **Reserve Provider** may notify **National Grid** by facsimile in the form set out in Part I of Annexure 3 to this Section 3 of a revised **Energy Utilisation Price** in respect of that **Contracted Site** to apply for the remainder of that **Week** or the **STOR Year** (as the case may be), provided always that such revised **Energy Utilisation Price** shall not apply earlier than the commencement of the first **Operational Day** following the **Operational Day** in which **National Grid** receives such

facsimile notification. Upon receipt of such notice **National Grid** shall as soon as reasonably practicable thereafter acknowledge safe receipt by facsimile in the form set out in Part I of Annexure 3 to this Section 2.

3.8.2 Until the commencement of the **Operational Day** referred to in sub-paragraph 3.8.1, the **Energy Utilisation Price** which shall apply in respect of that **Contracted Site** shall be the relevant price set out in the **STOR Contract**.

3.8.3 For the avoidance of doubt, where **National Grid** issues an **Instruction** in respect of a **Contracted Site** during a **Contracted Availability Window** or a **Contracted Optional Window** in respect of a **Reproving Test**, then this shall not, for the purposes of this paragraph 3.8, constitute a relevant **Utilisation**.

3.9 WARRANTY AND INDEMNITY

3.9.1 The **Reserve Provider** hereby warrants to **National Grid** that the entering into of a **STOR Contract**, the provision by it of **Reserve** will not cause the **Reserve Provider**:-

- (a) to be in breach of its duties (if any) under Section 9 of the **Act**;
- (b) to be in breach of the Electricity Safety, Quality and Continuity Regulations 2002 (as amended from time to time) or of any regulations made under Section 29 of the **Act** or of any other enactment relating to safety or standards applicable in respect of the business of the **Reserve Provider**;
- (c) to be in breach of any provisions of the **Grid Code** or (where applicable) the **Distribution Code** of its host **Public Distribution System Operator** or make its compliance with any provision of either of these **Codes** impossible;
- (d) (where any **Contracted Site** is **Embedded**) to be in breach of or to otherwise be non-compliant with any **Connection Agreement** and/or any agreement for the supply of electricity to the **Plant** or for the acceptance of electricity into, and its delivery from, a **User System** or any other **System**;
- (e) to be in breach of any provision of its **Licence** (if any);
- (f) to be in breach of any restrictions and conditions attaching to relevant authorisations of the Environment Agency; or

(g) to be in breach of any other agreement or arrangement of whatever nature with any other person.

3.9.2 If at any time during the term of a **STOR Contract** the provision of Reserve would cause the **Reserve Provider** to be in breach or non-compliance as described in sub-paragraph 3.9.1 (whether by reason of any change or modification to the agreements, codes and legal requirements referred to therein since the date of entering into the **STOR Contract** or otherwise), the **Reserve Provider** agrees that it will not accept an **Instruction** from **National Grid** hereunder and where it declines to accept an **Instruction** on such grounds the **Reserve Provider** will:-

(a) notify **National Grid** in accordance with sub-paragraph 3.3.2; and

(b) provide to **National Grid** to **National Grid**'s reasonable satisfaction such written statement and all such supporting evidence as shall be necessary to demonstrate how compliance would cause such breach or non-compliance.

3.9.3 In the event that, in contravention of sub-paragraph 3.9.2, the **Reserve Provider** complies with an **Instruction** from **National Grid** which causes the **Reserve Provider** to be in breach or non-compliance as described in sub-paragraph 3.9.1 above, the **Reserve Provider** shall indemnify **National Grid** against all and any claims made against **National Grid** by the **Reserve Provider**'s host **Public Distribution System Operator** or any other person connected to or using the **Public Distribution System Operator**'s **User System** or any other **User System** or the owner or operator of any **User System** or any other person arising out of or resulting from such breach or non-compliance. Such indemnity shall include any legal costs and expenses reasonably incurred in the contesting of such claims including court costs and reasonable attorney's fees and other professional advisors' fees. The **Parties** agree and accept that, for the purposes of sub-paragraph 4.3.3, all such legal costs and expenses expressed to be the subject of such indemnity shall be treated as direct losses.

3.9.4 In the event of any such claim referred to in sub-paragraph 3.9.3 above or any third party claim under sub-paragraph 3.9.5 being made against **National Grid**, **National Grid** shall as soon as reasonably practicable give notice of the claim together with all relevant supporting documentation to the **Reserve Provider**. The **Reserve Provider** shall be entitled, upon written notice to **National Grid** and subject to **National Grid** receiving from the **Reserve Provider** such reasonable undertakings as **National Grid** shall reasonably require to protect **National Grid** against damage to its name, to assume, at its own expense, sole conduct of all proceedings relating to such claim including the right to contest such claim in the name of **National Grid** and **National Grid** shall supply the **Reserve Provider** with all information, assistance and particulars reasonably required by the **Reserve Provider** in connection therewith. **National Grid** shall not accept, settle, pay or compromise any such claim without

the prior written approval of the **Reserve Provider** (such approval not to be unreasonably withheld or delayed). The **Reserve Provider** shall reimburse **National Grid's** reasonable expenses incurred in connection with the provision of any such information, assistance or particulars in the contesting of any such claim.

3.9.5 The **Reserve Provider** hereby warrants to **National Grid** that, on the date of entering into each **STOR Contract** it is not, and it hereby undertakes that at all times throughout the term of the **STOR Contract** it will not be, in breach of the terms of the **Undertaking** and that, subject always to sub-paragraph 3.9.6, it will indemnify **National Grid** against any losses, liabilities, claims, expenses and demands which **National Grid** suffers as a direct result of a breach by the **Reserve Provider** of the provisions of this sub-paragraph 3.9.5.

3.9.6 The amount or amounts for which the **Reserve Provider** may be liable to **National Grid** pursuant to sub-paragraph 3.9.5 shall not exceed the sum of £250,000 per **STOR Contract**.

3.10 PROVISION OF OTHER SERVICES

3.10.1 The **Reserve Provider** hereby warrants to **National Grid** that, on the date of entering into the **STOR Contract**, it is not a party to an agreement or arrangement with its host **Public Distribution System Operator** or electricity supplier or other person to provide any service from the **Contracted Site(s)** the provision of which impairs the **Reserve Provider's** ability to make available and/or provide **Reserve** during any **Committed Window** and/or to perform its obligations under a **STOR Contract** and that, subject always to sub-paragraph 3.10.2, it will indemnify **National Grid** against any losses, liabilities, claims, expenses and demands which **National Grid** suffers as a direct result of a breach by the **Reserve Provider** of the provisions of this sub-paragraph 3.10.1. Notwithstanding such warranty where any agreement or arrangement results during the term of a **STOR Contract** in the impairment of the ability of the **Reserve Provider** to provide **Reserve** during any **Committed Window** and/or perform its obligations under such **STOR Contract**, then the **Reserve Provider** undertakes to reimburse to **National Grid** all and any losses, liabilities, claims, expenses and demands reasonably incurred or suffered by **National Grid** as a result of the **Reserve Provider's** ability to provide **Reserve** during any **Committed Window** and/or perform its obligations under such **STOR Contract** being thereby impaired.

3.10.2 The amount or amounts for which the **Reserve Provider** may be liable to **National Grid** pursuant to sub-paragraph 3.10.1 shall not exceed the sum of £250,000 per **STOR Contract**.

3.10.3 Where during the term of a **STOR Contract** the **Reserve Provider** intends to enter into an agreement or arrangement with its host **Public Distribution System Operator** or electricity

supplier or other third party to provide any service from the **Contracted Site(s)** or to utilise the related connection assets as identified in the **Connection Agreement(s)** for the **Contracted Site(s)** during either the **Committed Windows** or **Contracted Optional Windows** the provision or use of which, in either case, impairs the **Reserve Provider's** ability to provide **Reserve** and/or perform its obligations under the **STOR Contract**, the **Reserve Provider** shall notify or procure that the **Reserve Provider's Agent** notifies **National Grid**, in accordance with paragraph 4.8, as soon as reasonably practicable before entering into such agreement or arrangement. Upon and with effect from the entering into of any such agreement or arrangement, **National Grid** shall have the right to terminate the **STOR Contract** forthwith and serve a notice to that effect in accordance with paragraph 4.8.

- 3.10.4 For the avoidance of doubt, the availability in any **Settlement Period** of an increase in **Generation** and/or reduction in **Demand** from the **Contracted Site** or any part thereof for the benefit of any third party (including without limitation the **Reserve Provider's** host **Public Distribution System Operator** or electricity supplier) shall be deemed for the purposes of sub-paragraphs 3.10.1 and 3.10.2 to impair the **Reserve Provider's** ability to provide **Reserve**.

3.11 INSPECTION AND TESTING

Testing

- 3.11.1 Where the **Reserve Provider** is determined by **National Grid** to have failed to provide **Reserve** from a **Contracted Site** in accordance with sub-paragraph 3.3.7 and/or sub-paragraph 3.3.9, **National Grid** shall notify the **Reserve Provider** of such failure (hereinafter referred to as a "**Delivery Failure**") as soon as reasonably practicable thereafter and, save as provided in sub-paragraph 3.11.2, the **Reserve Provider** shall, for the purposes of sub-paragraph 3.4.1, be deemed not to have made **Reserve** available from the **Contracted Site** with effect from the time at which the **Delivery Failure** occurred until such time as the **Reserve Provider** shall be deemed to have restored the availability of **Reserve** from the **Contracted Site** in accordance with the following provisions:-

- (a) The **Reserve Provider** shall, during the period commencing at the time of **National Grid's** notification and ending either:-
- (i) when a successful **Reproving Test** is carried out in accordance with this sub-paragraph 3.11.1; or
 - (ii) at the time of expiry of the **Permitted Test Period** if no **Reproving Test** is carried out by **National Grid**,

continue, in respect of the relevant **Contracted Site**, to comply with its obligation to make or procure that the **Reserve Provider's Agent** makes **Declarations** and/or **Redeclarations** in accordance with paragraph 3.2.

(b) At any time during the period of fourteen **Operational Days** after the notification by **National Grid** referred to in sub-paragraph 3.11.1(a) ("the **Permitted Test Period**"), **National Grid** may in any **Contracted Availability Window** or **Contracted Optional Window** issue an **Instruction** in respect of the **Contracted Site** in accordance with sub-paragraph 3.3.1 ("a **Reproving Test**") in order to verify the availability of **Reserve** from the **Contracted Site**.

(c) If either:-

(i) **National Grid** fails to carry out a **Reproving Test** during the **Permitted Test Period** in accordance with sub-paragraph 3.11.1(b) above; or

(ii) the **Reserve Provider** passes a **Reproving Test** carried out during the **Permitted Test Period** in accordance with sub-paragraph 3.11.1(b) above,

then for the purposes of sub-paragraph 3.4.1 the availability of **Reserve** from the **Contracted Site** shall be deemed to have been restored with effect from the commencement of the first **Contracted Availability Window** after the **Contracted Availability Window** or **Contracted Optional Window** (as the case may be) in which the **Delivery Failure** occurred.

(d) If the **Reserve Provider** fails a **Reproving Test** carried out during the **Permitted Test Period** in accordance with sub-paragraph 3.11.1(b) above, then:-

(i) **National Grid** shall notify the **Reserve Provider** thereof as soon as reasonably practicable thereafter; and

(ii) sub-paragraphs 3.11.1(a) to (c) (inclusive) shall apply (except that, for the purposes of sub-paragraph 3.11.1(b) above, the **Permitted Test Period** shall constitute the period of fourteen **Operational Days** after the date of the failed **Reproving Test** and for the purposes of sub-paragraph 3.11.1(c) above availability of **Reserve** shall be deemed to have been restored with effect from the commencement of the first **Contracted Availability Window** after the **Contracted Availability Window** or

Contracted Optional Window (as the case may be) in which the failed **Reproving Test** took place); and

(iii) sub-paragraph 3.5.6 shall apply.

(e) For the purposes of sub-paragraphs 3.11.1(b), (c) and (d) above, the **Permitted Test Period** shall be extended by an **Operational Day** for each **Operational Day** falling within the **Permitted Test Period**, in respect of which the **Reserve Provider** fails (in respect of all or part of one or more **Availability Windows** falling within that **Operational Day**) to confirm or procure that the **Reserve Provider's Agent** confirms that **Reserve** is available from the relevant **Contracted Site** in accordance with sub-paragraph 3.2.1, 3.2.2 or 3.2.4, save that, with respect to any such **Operational Day**, the **Permitted Test Period** may not be so extended where the **Reserve Provider** has confirmed that **Reserve** is available from the relevant **Contracted Site** during the whole of at least one **Flexible Window** (where applicable).

(f) For the purposes of this sub-paragraph 3.11.1, a **Reproving Test** shall be passed if, in respect of the relevant **Contracted Site**, the **Reserve Provider** complies in all respects with sub-paragraphs 3.3.7 and 3.3.9 and failure of a **Reproving Test** shall be construed accordingly.

(g) For the purposes of paragraph 3.8, where **National Grid** issues an **Instruction** in respect of a **Contracted Site** during a **Contracted Availability Window** or a **Contracted Optional Window** by way of a **Reproving Test** pursuant to sub-paragraph 3.11.1(b) above, then this shall not constitute a relevant **Utilisation**.

3.11.2 Notwithstanding sub-paragraph 3.11.1 above, where in respect of a **Delivery Failure** the first **Reproving Test** is failed and the number of **Operational Days** in the period between the **Operational Day** when that **Delivery Failure** occurred and the **Operational Day** when the first **Reproving Test** is conducted exceeds fourteen **Operational Days**, **National Grid** may, in respect of such period, only withhold the **Reserve Availability Payment** in respect of:-

(a) (where the **Delivery Failure** occurs in a **Contracted Availability Window**) the remainder of such **Contracted Availability Window**; and

(b) all subsequent **Contracted Availability Windows** on the same **Operational Day** in which the **Delivery Failure** occurs and in the immediately following fourteen **Operational Days**,

provided always that the period of fourteen **Operational Days** described in paragraph (b) above shall be extended by an **Operational Day** for each **Operational Day** falling within such period, in respect of which the **Reserve Provider** fails (in respect of all or part of one or more **Availability Windows** falling within that **Operational Day**) to confirm that **Reserve** is available from the relevant **Contracted Site** in accordance with sub-paragraph 3.2.1, 3.2.2 or 3.2.4.

- 3.11.3 Notwithstanding sub-paragraph 3.11.1 above, **National Grid** may at its sole discretion, upon 48 hours written notice to the **Reserve Provider**, conduct such inspections and tests of the **Generating Unit(s)** and/or **Plant** and **Apparatus** comprising the **Contracted Site(s)** as it deems necessary during any **Availability Window** in respect of which the **Reserve Provider** has indicated or procured that the **Reserve Provider's Agent** has indicated in the relevant **Declaration** that **Reserve** is available.
- 3.11.4 In conducting a test pursuant to sub-paragraph 3.11.3 **National Grid** may issue an **Instruction** in accordance with sub-paragraph 3.3.1.
- 3.11.5 **National Grid** may carry out an inspection and test of the **Generating Unit(s)** and/or **Plant** and **Apparatus** comprising the **Contracted Site(s)** at the request of the **Reserve Provider**, provided that the **Reserve Provider**:-
- (a) gives **National Grid** reasonable notice in writing of the date on which the inspection and test is to be conducted;
 - (b) notifies **National Grid** in writing of the reason for such request; and
 - (c) pays all **National Grid's** reasonable costs incurred in connection with such inspection and test.
- 3.11.6 No **Reserve Utilisation Payment**, nor any part thereof, shall be paid by **National Grid** to the **Reserve Provider's Agent** in respect of any **Reserve** provided by the **Reserve Provider** during a test conducted pursuant to sub-paragraph 3.11.5.
- 3.11.7 While on the **Contracted Site** in pursuance of its rights and obligations pursuant to this paragraph 3.11, **National Grid** shall ensure that its employees, agents, suppliers, contractors and sub-contractors are aware of the **Reserve Provider's** site and general corporate rules and procedures in relation to health, safety and working standards (insofar as the same have been made known by the **Reserve Provider** to **National Grid** in writing in advance) and shall use its reasonable endeavours to ensure that all such persons comply with such rules and procedures while on the **Contracted Site** in pursuance of **National Grid's** rights and

obligations pursuant to this paragraph 3.11. Further, **National Grid** shall use all reasonable endeavours to ensure that all such persons carrying out such tests and inspections on its behalf are provided with all protective and safety clothing, tools and equipment reasonably necessary for their protection.

3.12 COMMUNICATIONS

- 3.12.1 Subject to sub-paragraphs 3.12.2 to 3.12.4, all communications between the **Parties** and the **Reserve Provider's Agent** pursuant to this Section 3 (including without limitation **Declarations, Redclarations** and **Instructions**) shall be given by **STOR Despatch** or, where **STOR Despatch** is unavailable at the **Commencement Date**, such alternative method of communication as may be agreed by **National Grid** in accordance with sub-paragraph 3.12.2. If, for whatever reason, **STOR Despatch** shall at any time during the term of the relevant **STOR Contract** become unavailable, then to that extent all **Declarations** and **Redclarations** and other communications of whatever nature which concern the availability and utilisation of **Reserve** shall be given by such other means as may be agreed between the **Parties**.
- 3.12.2 Where **STOR Despatch** is unavailable at the **Commencement Date**, **National Grid** may, in its sole discretion, agree in writing with the **Reserve Provider** an alternative method of communication provided always that **National Grid** may at any time withdraw its agreement to the use of such alternative method of communication by serving notice in writing on the **Reserve Provider**.
- 3.12.3 Any communications required by this Section 3 to be given in writing shall be made and deemed to have been made in accordance with paragraph 4.8 save as may be otherwise agreed between the **Parties**.
- 3.12.4 Where **STOR Despatch** is for whatever reason unavailable at the **Commencement Date** and either:-
- (a) **National Grid** shall not have agreed pursuant to sub-paragraphs 3.12.1 and 3.12.2 that communications between the **Parties** and the **Reserve Provider's Agent** pursuant to this Section 3 (including without limitation **Declarations, Redclarations** and **Instructions**) may be given otherwise than by **STOR Despatch**; or
 - (b) **National Grid** shall have withdrawn its agreement to the use of an alternative method of communication in accordance with sub-paragraph 3.12.2,

then:-

- (i) no **Reserve Availability Payments** shall be paid to the **Reserve Provider's Agent** in respect of the period during which such communications are not being given either by **STOR Despatch** or (where relevant) an alternative means agreed by **National Grid** and the **Reserve Provider** pursuant to sub-paragraphs 3.12.1 and 3.12.2, and sub-paragraph 3.4.1 shall be read and construed accordingly; and
- (ii) the **Reserve Provider** shall use its best endeavours to install **STOR Despatch** within a timescale agreed by **National Grid** (acting reasonably).

3.13 MONITORING AND METERING

- 3.13.1 The **Reserve Provider's** provision of **Reserve** and the amount of **Reserve** provided shall be monitored, metered and determined by reference to the minute by minute metering data communicated by the **Reserve Provider** to **STOR Despatch** and for such purpose the **Reserve Provider** shall procure the provision to **National Grid** of accurate minute by minute metering data. Where **STOR Despatch** is unavailable for the purposes of monitoring and metering of the **Reserve Provider's** provision of **Reserve**, **National Grid** may (where alternative metering data which is satisfactory to **National Grid** is not available) at its discretion withhold **Reserve Availability Payments** and/or **Reserve Utilisation Payments** in respect of the period during which **STOR Despatch** is unavailable for the purposes of such monitoring and metering.
- 3.13.2 The **Parties** hereby agree to be bound with respect to each other by the terms of the **STOR Despatch Procedure** as if the same were set out in full in this **Document**.
- 3.13.3 In the event of a conflict between the provisions of this **Document** and the provisions of the **STOR Despatch Procedure**, the provisions of this **Document** shall prevail.

ANNEXURE 1 TO SECTION 3

PAYMENT FORMULAE

(NON-BALANCING MECHANISM PARTICIPANTS - RESERVE PROVIDER'S AGENT)

Part I

Reserve Availability Payment (Contracted Availability

Windows only - there is no availability payment for Contracted Optional Windows)

The payment to be made by **National Grid** to the **Reserve Provider's Agent** referred to in sub-paragraph 3.4.1 in respect of the **Contracted Availability Windows** in calendar month m , for **Site** s (AF_{sm}) shall be calculated in accordance with the following formula (using notation as defined in Part VI of this Annexure):-

$$AF_{sm} = \sum_{j \in M_m} (AP_{sj} \times 0.5 \text{ hours} \times CM_{sj} \times FF_{sj} \times FM_{sj})$$

Part II

Reserve Utilisation Payment

The payments to be made by **National Grid** to the **Reserve Provider's Agent** referred to in sub-paragraphs 3.4.2 and 3.4.3 for the provision of **Reserve** energy from **Site** s in **Contracted Availability Windows** and/or **Contracted Optional Windows** in calendar month m (UF_{sm}) shall be calculated in accordance with the following formula (using notation as defined in Part VI of this Annexure):-

$$UF_{sm} = \sum_{j \in M_m} (R_{sj} \times EP_{sj})$$

Part III

Seasonal Delivery Reconciliation Payment

The payment to be made by the **Reserve Provider's Agent** to **National Grid** referred to in sub-paragraph 3.4.5 in respect of **Season** n for **Site** s (SDR_{sn}) shall be calculated in accordance with the following formula (using notation as defined in Part VI of this Annexure):-

$$SDR_{sn} = M \times \frac{\min(P_n, N_{sn})}{P_n} \times (1 - ADMW_{sn}) \times \sum_{j \in C_n} (AP_{sj} \times 0.5 \times CM_{sj} \times FF_{sj} \times FM_{sj})$$

Where:

$M = 0$, if $ADMW_{sn} \geq 0.95$

$M = 1$, if $ADMW_s < 0.95$

And

$$ADMW_{sn} = \frac{\sum_{j \in C_n} R_{sj}}{CM_{sj} \times \sum_{j \in C_n} T_{sj} + \sum_{R \in S_n} RJ_s}$$

Part IV

Committed Availability Reconciliation Payment

The payment to be made by the **Reserve Provider's Agent** to **National Grid** referred to in sub-paragraph 3.4.6 in respect of **STOR Year** y for **Site** s ($ACAR_{sy}$) shall be calculated in accordance with the following formula (using notation as defined in Part VI of this Annexure):-

$$ACAR_{sy} = \max \left[0, 1 - \frac{\sum_{j \in C_y} CF_{sj}}{\sum_{j \in A_y} MA_{sj}} \right] \times \left(\sum_{m \in Yy} AF_{sm} - \sum_{n \in Yy} SDR_{sn} \right)$$

Part V

Flexible Availability Reconciliation Payment

The payment to be made by the **Reserve Provider's Agent** to **National Grid** referred to in sub-paragraph 3.4.7 in respect of **STOR Year** y for **Site** s ($AFAR_{sy}$) shall be calculated in accordance with the following formula (using notation as defined in Part VI of this Annexure):-

$$AFAR_{sy} = \max \left[0, 1 - \frac{\sum_{j \in C_y} FA_{sj}}{0.85 \sum_{j \in A_y} FW_{sj}} \right] \times \left(\sum_{m \in Yy} AF_{sm} - \sum_{n \in Yy} SDR_{sn} \right)$$

Part VI
Notation

In Parts I to V (inclusive) of this Annexure:-

$$\sum_{j \in M_m}$$

is the summation over all **Settlement Periods** j , in the set M_m of **Settlement Periods** in:-

- (i) for the purposes of Part I, **Contracted Availability Windows**; and
- (ii) for the purposes of Part II, **Contracted Availability Windows, Pre-Window Instruction Periods, Post-Window Ramping Periods** and (where relevant) **Contracted Optional Windows** in month m

$$\sum_{m \in Y_y}$$

is the summation over all months m , in **STOR Year** y

$$\sum_{n \in Y_y}$$

is the summation over all **Seasons** n , in **STOR Year** y

$$AP_{sj}$$

is the **Availability Price** in respect of **Site** s , applicable in each **Settlement Period** j

$$CM_{sj}$$

is the **Contracted MW** in respect of **Site** s , applicable in each **Settlement Period** j

$$FF_{sj}$$

is 0 in respect of each **Settlement Period** j , contained in a **Contracted Availability Window** where **Reserve** is declared or redeclared unavailable or deemed unavailable from **Site** s or where Annexure 2 to Section 3 provides that, in respect of **Settlement Period** j and **Site** s the **Reserve Provider's Agent** will not be entitled to receive a **Reserve Availability Payment**, otherwise 1

$$FM_{sj}$$

is 0 in respect of each **Settlement Period** j , contained in a **Contracted Availability Window** where sub-paragraph 4.12.2 (**Force Majeure**) applies in respect of **Site** s , otherwise 1

RJ_s

is the **Deemed Rejected Instruction Volume** in respect of **Site s** , being a volume (in MWh) of energy derived by multiplying the **Contracted MW** by the period of 1 hour

R_{sj}

is either:-

- (1) during periods where the **Contracted Site** is ramping (as defined by the **Contracted MW** and **Contracted Ramp Rates**) the volume of **Reserve** energy (MWh) delivered (being a volume not greater than the **Contracted MW** or the **Optional MW** (as the case may be) multiplied by the number of hours comprised in this instruction segment), by either the increase in **Generation** or reduction in **Demand** by **Site s** in **Settlement Period / part Settlement Period j** , in accordance with an **Instruction**, as determined by metering pursuant to sub-paragraph 3.13.1; or
- (2) otherwise, the volume of **Reserve** energy (MWh) delivered (being a volume not greater than the **Contracted MW** or the **Optional MW** (as the case may be) multiplied by the number of hours comprised in this **Instruction** segment), by either the increase in **Generation** or reduction in **Demand** by **Site s** in **Settlement Period / part Settlement Period j** , in accordance with an **Instruction**, as determined by metering pursuant to sub-paragraph 3.13.1.

For the avoidance of doubt the **Instruction** will be segmented and Reserve delivery MWh capped at the volume instructed for:-

- (1) each Settlement Period; and
- (2) each sub-Settlement Period where the Contracted Site transitions from a contracted ramping to a non ramping period or vice versa, and from a **Contracted Availability Window** to an **Optional Availability Window** and vice versa.

EP_{sj}

is the **Energy Utilisation Price** or (if applicable) the **Optional Energy Utilisation Price** (£/MWh), applicable in **Settlement Period j** , for **Site s**

$\sum_{j \in C_n}$

is the summation over all **Settlement Periods j** , in the set C_n of **Settlement Periods in Contracted Availability Windows in Season n**

$\sum_{R \in S_n}$

is the summation of the number of rejected **Instructions**, in **Season** n

 T_{sj}

is the period in hours of provision of **Reserve** energy for **Site** s following the issue of an **Instruction** during **Settlement Period** j commencing at the time of expiry of the **Response Time** and ending on the earlier of:-

- (i) the expiry of the **Maximum Utilisation Period**;
- (ii) the time specified by **National Grid** in an instruction issued pursuant to sub-paragraph 3.3.4; and
- (iii) (where the **Instruction** relates to the provision of **Reserve** during a **Contracted Availability Window** and such **Contracted Availability Window** is not immediately followed by a **Contracted Optional Window**) the end of the relevant **Contracted Availability Window** in which **Reserve** is being provided

 $\sum_{j \in C_y}$

is the summation over all **Settlement Periods** j , in the set C_t of **Settlement Periods in Contracted Availability Windows** (being **Committed Windows**) in **STOR Year** y

 $\sum_{j \in A_y}$

is the summation over all **Settlement Periods** j , in the set A_t of **Settlement Periods in Availability Windows** (being **Committed Windows**) in **STOR Year** y but excluding (1) periods of suspension of the **STOR Contract** pursuant to sub-paragraph 4.4.6 in the circumstances specified in sub-paragraph 4.4.6.6(b), (2) periods of suspension of the **STOR Contract** pursuant to the **STOR Framework Agreement** in the circumstances provided therein, and (3) any other **Availability Windows** (being **Committed Windows**) where sub-paragraph 4.12.2 (**Force Majeure**) applies

 CF_{sj}

is 0 in respect of each **Settlement Period** j , contained in a **Contracted Availability Window** where **Reserve** is declared or redeclared unavailable or (save in the case of sub-paragraph 3.3.12) deemed unavailable from **Site** s or where Annexure 2 to Section 3 provides that, in respect of **Settlement Period** j and **Site** s the **Reserve Provider** will not be entitled to receive a **Reserve Availability Payment**, otherwise 1

| | |
|--------------------------------|---|
| MA _{sj} | is the required minimum availability, taking a value of 0.85, in respect of Settlement Period <i>j</i> and Site <i>s</i> |
| FA _{sj} | is 1 in respect of each Settlement Period <i>j</i> , contained in an Availability Window designated a Flexible Window in the relevant STOR Contract which is declared available at 10.00 hours on the Friday preceding the Week in which such Flexible Window falls and during which Reserve is made available from Site <i>s</i> or deemed unavailable in accordance with sub-paragraph 3.3.12, otherwise 0 |
| FW _{sj} | is 0 in respect of each Settlement Period <i>j</i> , contained in an Availability Window designated a Flexible Window in the relevant STOR Contract where by 10.00 hours on the Friday preceding the Week in which such Flexible Window falls Reserve is declared or redeclared unavailable or deemed unavailable from Site <i>s</i> , otherwise 1 |
| Site <i>s</i> or <i>s</i> | is the relevant Contracted Site (or, as applicable, any Substitute Site or Replacement Site) |
| STOR Year <i>y</i> or <i>y</i> | is either:- <ul style="list-style-type: none"> (i) the relevant STOR Year; or (ii) (where sub-paragraph 3.4.8 applies) the period from either the commencement of the relevant STOR Year or (if later) the Commencement Date of the STOR Contract until the date of termination or expiry of the STOR Contract; or (iii) (where sub-paragraph 3.4.9 applies) the period from the Commencement Date of the STOR Contract until either the end of the relevant STOR Year in which the Commencement Date falls or (if earlier) the date of termination of the STOR Contract |
| Season <i>n</i> or <i>n</i> | is the relevant Season |
| N _{sn} | is the number of occasions in Season <i>n</i> where Site <i>s</i> is instructed to provide Reserve in Contracted Availability Windows in accordance with sub-paragraph 3.3.1 |

P_n

is the threshold for **Season** n as determined in accordance with the table below:-

| Length of Season s | Threshold, P_n |
|---------------------------|------------------------------------|
| < 4 weeks | 3 |
| 4 - 10 weeks | 4 |
| > 10 weeks | 5 |

ANNEXURE 2 TO SECTION 3

EVENTS OF DEFAULT AND CONSEQUENCES

(NON-BALANCING MECHANISM PARTICIPANTS - RESERVE PROVIDER'S AGENT)

| Event of Default – Redeclarations of Availability | Effect on Reserve Availability Payments |
|---|--|
| <p>A. A Redeclaration in the circumstances specified in sub-paragraph 3.2.11(a).</p> | <p>The Reserve Provider's Agent shall not be entitled:-</p> <p>(a) where notice is given prior to commencement of a Contracted Availability Window, to receive a Reserve Availability Payment in relation to that Contracted Site in respect of the whole of the Contracted Availability Window(s) to which the notice relates or (as the case may be) in respect of that Contracted Availability Window and all subsequent Contracted Availability Window(s) until the next Contracted Availability Window in respect of which the Reserve Provider notifies or procures that the Reserve Provider's Agent notifies availability of Reserve from that Contracted Site; and</p> <p>(b) where notice is given during a Contracted Availability Window, to receive a Reserve Availability Payment in relation to that Contracted Site in respect of the remainder of such Contracted Availability Window and any subsequent Contracted Availability Window(s) to which the notice relates or (as the case may be) in respect of all subsequent Contracted Availability Window(s) until the next Contracted Availability Window in respect of which the Reserve Provider notifies or procures that the Reserve Provider's Agent notifies availability of Reserve from that Contracted Site .</p> |
| <p>B. Failure to serve a Redeclaration forthwith upon becoming aware of unavailability of Reserve in Availability Window(s) or Contracted Availability Window(s) as specified in sub-paragraph 3.2.11(b).</p> <p>C. Failure, upon request from National Grid, to provide an explanation in reasonable detail for unavailability or National Grid has reasonable grounds to believe that unavailability is unrelated to technical capability as specified in sub-paragraph 3.2.11(c).</p> | <p>The Reserve Provider's Agent shall not be entitled to receive a Reserve Availability Payment in respect of that Contracted Site in respect of the whole of the Contracted Availability Window(s) in relation to which such event of default occurred.</p> |
| <p>D. Failure to serve a Redeclaration forthwith upon becoming aware of unavailability of Reserve in Optional Window(s), Deemed Optional Window(s) or Contracted Optional Window(s) as specified in sub-paragraph 3.2.11(b).</p> | <p>N/A</p> |

EVENTS OF DEFAULT AND CONSEQUENCES (CONT.)
(NON-BALANCING MECHANISM PARTICIPANTS - RESERVE PROVIDER'S AGENT)

| Event of Default – Utilisation of Reserve | Effect on Reserve Availability Payments |
|--|--|
| <p>E. Any failure by the Reserve Provider to notify National Grid of acceptance or rejection of an Instruction within the period of time specified in sub-paragraph 3.3.2.</p> <p>F. Rejection of an Instruction by the Reserve Provider in the circumstances specified in sub-paragraph 3.3.8(d).</p> | <p>The Reserve Provider's Agent shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted Site for the whole of the Contracted Availability Window in relation to which such failure occurred.</p> <p>For the purposes of the Seasonal Delivery Reconciliation Payment, each such Event of Default shall attract a Deemed Rejected Instruction Volume calculated by reference to the period of 1 hour.</p> |
| <p>G. Any failure by the Reserve Provider to acknowledge receipt of any cease instruction given by National Grid pursuant to sub-paragraph 3.3.4 within the period of time specified in sub-paragraph 3.3.5.</p> <p>H. The provision of Active Power or shortfall in average Demand from a Contracted Site otherwise than pursuant to an Instruction in the circumstances specified in sub-paragraph 3.3.11.</p> | <p>The Reserve Provider's Agent shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted Site for the Contracted Availability Window in relation to which such failure occurred.</p> |
| <p>I. Failure to comply with sub-paragraph 3.3.7 in respect of the provision of Contracted MW in the circumstances specified in sub-paragraph 3.3.8(a).</p> | <p>The Reserve Provider's Agent shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted Site in respect of each Settlement Period comprised (wholly or partly) in the period commencing on the expiry of the Response Time and ending at the time from which the Reserve Provider provides Reserve.</p> |
| <p>J. Failure to comply with sub-paragraph 3.3.7 in respect of the provision of Contracted MW in the circumstances specified in sub-paragraph 3.3.8(b).</p> <p>K. Failure to comply with sub-paragraph 3.3.7 in respect of the provision of Contracted MW in the circumstances specified in sub-paragraph 3.3.8(c).</p> <p>L. Failure to comply with sub-paragraph 3.3.7 in respect of the provision of Contracted MW in the circumstances specified in sub-paragraph 3.3.10.</p> | <p>The Reserve Provider's Agent shall not be entitled to receive a Reserve Availability Payment in relation to that Contracted Site in respect of the remainder of that Contracted Availability Window commencing at the time at which such Event of Default occurred.</p> |
| <p>M. Failure to comply with sub-paragraph 3.3.7 and/or 3.3.9 in respect of the provision of Optional MW as specified in sub-paragraph 3.3.8 and/or 3.3.10.</p> | N/A |
| Event of Default – Miscellaneous | Effect on Reserve Availability Payments |
| <p>N. A failure by the Reserve Provider to comply with any other provision of Section 3 not the subject of Events of Default A to M above.</p> | N/A |

ANNEXURE 3 TO SECTION 3
FACSIMILE FORMS
(NON-BALANCING MECHANISM PARTICIPANTS - RESERVE PROVIDER'S AGENT)

Part I
SHORT TERM OPERATING RESERVE -
NOTIFICATION OF A REVISED ENERGY UTILISATION PRICE
UPON REACHING UTILISATION LIMIT

| RESERVE PROVIDER'S DETAILS | | | |
|----------------------------|--|--------------|--|
| Contracted Site: | | Tel: | |
| Contract Number: | | Standby Tel: | |
| Company Name: | | Fax: | |
| Contracted MW: | | Standby Fax: | |

We hereby serve notice of a new Energy Utilisation Price following the Utilisation Limit being reached at the above Contracted Site, as follows:

| Limit Type Exceeded (Weekly/ Annual) | Date Limit Exceeded | New Energy Utilisation Price (£/MWh) | Date new Energy Utilisation Price effective from* |
|--------------------------------------|---------------------|--------------------------------------|---|
| | | | |

* Date may not be earlier than the Operational Day after receipt by National Grid of this facsimile notification.

Fax Sent By (Print name): Date: Time:

Signature:

 Fax acknowledged by National Grid:

Signature: Date: Time:

National Grid Control

Fax number: 0870 602 4805
 Telephone: 0870 240 6961

Standby Fax: 0870 602 4802
 Standby Telephone: 0844 892 0360

Part II
SHORT TERM OPERATING RESERVE -
NOTIFICATION OF ACCEPTANCE OR REJECTION OF
FLEXIBLE WINDOWS

| | |
|------------|--|
| To: | |
|------------|--|

| | |
|---------------------|--|
| Fax: | |
| Standby Fax: | |

We hereby notify you of acceptance/rejection of the availability of Short Term Operating Reserve from Contracted Site(s) during Flexible Window(s), as follows:

| Contracted Site | Contract Number | Flexible Window (I, II, III) | Operational Day (DD:MM:YY) | Accepted/ Rejected |
|-----------------|-----------------|------------------------------|----------------------------|--------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NB. Any **Flexible Window(s)** in respect of which a **Declaration** or **Redeclaration** is rejected by **NGET** becomes a **Deemed Optional Window** in accordance with paragraph 3.2.3 of the **STOR Standard Contract Terms**. Subject to any **Redeclaration** in accordance with paragraph 3.2.5 of the **STOR Standard Contract Terms**, **Reserve** must be available from the **Contracted Site** during the **Deemed Optional Window** in accordance with your **Declaration**.

Fax Sent By (Print name): **Date:** **Time:**

Signature:

For and on behalf of National Grid Electricity Transmission plc

National Grid Control

Fax number: 0870 602 4805

Telephone: 0870 240 6961

Standby Fax:

Standby Telephone:

0870 602 4802

0844 892 0360

SCHEDULE 2
GENERAL PROVISIONS
(RESERVE PROVIDER'S AGENT)

Where sub-paragraph 4.1.2 of Section 4 applies, the following paragraphs 4.2, 4.6 and 4.8 shall replace paragraphs 4.2, 4.6 and 4.8 of Section 4:-

4.2 PAYMENTS

4.2.1 On the eighteenth **Business Day** of each calendar month **National Grid** shall send to the **Reserve Provider's Agent** a statement ("the **Monthly Statement**") setting out details of the following (to the extent applicable) in respect of the preceding calendar month:-

4.2.1.1 the **Contracted Availability Windows** and **Contracted Optional Windows**;

4.2.1.2 the hours of provision of **Reserve** for each **Contracted BM Unit** and/or **Contracted Site** (as the case may be);

4.2.1.3 the **Reserve Availability Payments** and **Reserve Utilisation Payments**;

4.2.1.4 each occurrence of an event of default specified in Annexure 2 to Sections 2 or 3 (as the case may be).

4.2.2 **National Grid** shall set out the details of the reconciliation payment(s) (if any) due from the **Reserve Provider's Agent** to **National Grid** pursuant to sub-paragraphs 2.4.2 to 2.4.5 (inclusive) and/or 3.4.5 to 3.4.9 (inclusive) (as the case may be) in **Monthly Statements** as follows:-

4.2.2.1 where at the end of a **Season** a **Seasonal Delivery Reconciliation Payment** shall fall due from the **Reserve Provider's Agent** to **National Grid** in accordance with sub-paragraph 2.4.2 or 3.4.5 (as the case may be) then details of such payment shall be included in the first practicable **Monthly Statement** issued thereafter, save that in respect of the final **Season** of the term of a **STOR Contract**, **National Grid** shall include an estimate of the **Seasonal Delivery Reconciliation Payment** due from the **Reserve Provider's Agent** to **National Grid** in the **Monthly Statement** in respect of the calendar month in which such **Season** ends and shall in the first practicable **Monthly Statement** thereafter include details of:-

- (a) its determination of the final **Seasonal Delivery Reconciliation Payment**; and
- (b) the adjustment (if any) to be made to the account between the **Reserve Provider's Agent** and **National Grid** in relation to any difference between the estimated and final **Seasonal Delivery Reconciliation Payments**; and

4.2.2.2 where at the end of a **STOR Year** during the term of a **STOR Contract** or where either a **STOR Contract** expires or is terminated and a **Committed Availability Reconciliation Payment** and/or a **Flexible Availability Reconciliation Payment** shall fall due from the **Reserve Provider's Agent** to **National Grid** in accordance with sub-paragraphs 2.4.3 to 2.4.5 (inclusive) or 3.4.6 to 3.4.9 (inclusive) (as the case may be) then:-

- (a) where any such payment(s) falls due at the end of a **STOR Year** during the term of a **STOR Contract** in accordance with any of sub-paragraphs 2.4.3, 2.4.5, 3.4.6, 3.4.7 or 3.4.9 then details of such payments shall be included in the first practicable **Monthly Statement** issued thereafter; or
- (b) where any such payment(s) falls due upon the expiry or termination of a **STOR Contract**, **National Grid** shall include an estimate of the **Committed Availability Reconciliation Payment** and/or **Flexible Availability Reconciliation Payment** in the **Monthly Statement** in respect of the calendar month in which such **STOR Contract** expires or is terminated and shall in the first practicable **Monthly Statement** thereafter include details of:-
 - (i) its determination of the final **Committed Availability Reconciliation Payment** and/or **Flexible Availability Reconciliation Payment**; and
 - (ii) any adjustment to be made to the account between the **Reserve Provider's Agent** and **National Grid** in relation to any difference between the estimated and final **Committed Availability Reconciliation Payment** and/or **Flexible Availability Reconciliation Payment**.

4.2.3 If the **Reserve Provider** disagrees with any dates, times, facts or calculations set out in the **Monthly Statement**, subject to sub-paragraph 4.2.19, it shall procure that the **Reserve**

Provider's Agent produces to **National Grid** the evidence upon which it relies in support of such disagreement. The **Reserve Provider** shall procure that the **Reserve Provider's Agent** (and not the **Reserve Provider**) shall discuss and endeavour to resolve the matter and any revisions to the **Monthly Statement** agreed as a result thereof shall appear in the **Monthly Statement** next following the date of resolution of the dispute. The dates, times, facts and calculations set out in the **Monthly Statement** shall be binding upon the **Parties** until such time as they are reversed or revised by agreement between **National Grid** and the **Reserve Provider's Agent** or by an arbitrator appointed pursuant to sub-paragraph 4.9.

4.2.4 Where:-

4.2.4.1 **National Grid** discovers that any previous **Monthly Statement** contains an arithmetic error or omission; or

4.2.4.2 **National Grid** becomes aware of any facts (other than facts falling within sub-paragraph 4.2.4.1) which show that the **Reserve Provider's Agent** was not entitled to receive a payment already made (including, for the avoidance of doubt, where sub-paragraph 2.5.6 or 3.5.6 applies),

subject to sub-paragraph 4.2.19, **National Grid** shall adjust the account between itself and the **Reserve Provider's Agent** accordingly in the next **Monthly Statement** which it issues, setting out the reason why the adjustment has been made, and the provisions of sub-paragraph 4.2.3 shall apply mutatis mutandis to such adjustments.

4.2.5 The due date of payment for the purposes of sub-paragraph 4.2.8 in respect of any disputed amount subsequently determined or agreed to be payable to the **Reserve Provider's Agent** shall be the date for payment of the relevant **Monthly Statement** from which the dispute arises.

4.2.6 **National Grid** shall pay to the **Reserve Provider's Agent** the amount shown as due from **National Grid** in a **Monthly Statement** within three **Business Days** of the date on which the **Monthly Statement** is or should be received. The **Reserve Provider** shall pay to **National Grid** the amount shown as due from the **Reserve Provider** in a **Monthly Statement** within three **Business Days** of the date on which the **Monthly Statement** is issued.

4.2.7 If either **Party** ("the **Defaulting Party**") in good faith and/or with reasonable cause fails to pay under sub-paragraph 4.2.6 any amount properly due under this **Document**, such **Defaulting Party** shall pay to the other **Party** interest on such overdue amount from and including the due date of such payment to (but excluding) the date of actual payment (as well after as before judgement) at the **Base Rate** provided that should the **Defaulting Party**

otherwise fail to pay any amount properly due under this **Document** on the due date then the **Defaulting Party** shall pay to the other **Party** interest on such overdue amount at the **Enhanced Rate** from the due date on which such payment was properly due to (but excluding) the date of actual payment. Interest shall accrue from day to day.

- 4.2.8 If, following a dispute or by virtue of sub-paragraphs 4.2.3 or 4.2.4, it is determined or agreed that the **Reserve Provider** was entitled to a further payment from **National Grid**, the **Reserve Provider** shall be entitled to interest at the **Base Rate** on the amount of such further payment from the due date calculated in accordance with sub-paragraph 4.2.5 until the date of actual payment.
- 4.2.9 If following a dispute or by virtue of the provisions of sub-paragraphs 4.2.3 or 4.2.4 it is determined or agreed that the **Reserve Provider** was not entitled to any payment it has received, **National Grid** shall be entitled to interest at the **Base Rate** on the amount so paid from the date of payment until the date of repayment or the date when **National Grid** makes a payment to the **Reserve Provider's Agent** which takes such payment into account.
- 4.2.10 Notwithstanding any other provision of this **Document**, the **Parties** shall not be limited in any way as to the evidence upon which they may rely in any proceedings arising out of or in connection with payment for making available or providing **Reserve** under this **Document**, the **STOR Framework Agreement** and/or the **STOR Contract** and the **Parties** agree that, in the event and to the extent that either **Party** succeeds in proving in any such proceedings that **Reserve** was or was not made available or provided, the successful **Party** shall be entitled to repayment of the sums already paid or payment of sums not paid as the case may be in respect of **Reserve** or its availability and in the case of a repayment of a payment to which the **Reserve Provider** is entitled under this sub-paragraph 4.2.10 such payment shall be made by **National Grid** to the **Reserve Provider's Agent**.
- 4.2.11 Save as otherwise expressly provided in this **Document** or the **STOR Framework Agreement**, sums payable by **National Grid** to the **Reserve Provider's Agent** or payable by the **Reserve Provider** pursuant to this **Document** or the **STOR Framework Agreement** whether by way of charges, interest or otherwise, shall (except to the extent otherwise required by law) be paid in full, free and clear of and without deduction, set-off or deferment in respect of any disputes or claims whatsoever provided that either **Party** shall be entitled to set off any payment due and payable by the other **Party** under this **Document** or the **STOR Framework Agreement** against any payment it makes to that **Party** or (in the case of **National Grid**) to the **Reserve Provider's Agent**.

- 4.2.12 **National Grid** represents and warrants to the **Reserve Provider** that it enters into the **STOR Framework Agreement** and each **STOR Contract** as principal and not as agent for any other person.
- 4.2.13 All amounts specified in the **STOR Contract** shall be exclusive of any **Value Added Tax** or other similar tax and **National Grid** shall pay to the **Reserve Provider's Agent Value Added Tax** at the rate for the time being and from time to time properly chargeable in respect of the making available and/or provision of **Reserve** under this **Document**, the **STOR Framework Agreement** and all **STOR Contracts**.
- 4.2.14 The **Reserve Provider** hereby warrants and represents to **National Grid** that it consents to the operation of a self-billing system by **National Grid** with regard to the payment for **Reserve** to be provided and made available pursuant to this **Document**, the **STOR Framework Agreement** and all **STOR Contracts** and will at all times throughout the terms of each **STOR Contract** maintain such consent. The **Reserve Provider** hereby undertakes to do (at **National Grid** 's cost) all acts and things reasonably necessary to enable **National Grid** to comply with the regulations of HM Customs and Excise as regards such self billing.
- 4.2.15 The submission of all **Monthly Statements** and facts and other evidence in support thereof and any questions in connection therewith from **National Grid** to the **Reserve Provider's Agent** and vice versa in accordance with this paragraph 4.2 must be made, in the absence of agreement to the contrary between the **Parties**, by 19.00 hours on the **Business Day** concerned.
- 4.2.16 All payments to be made by **National Grid** to the **Reserve Provider's Agent** under this **Document** will be made by payment to the **Reserve Provider's Agent's** bank account details of which are notified by the **Reserve Provider** from time to time in accordance with paragraph 4.8.
- 4.2.17 The **Reserve Provider** hereby agrees that the receipt by the **Reserve Provider's Agent** of payments to be made by **National Grid** under this **Document** shall be effective as though made to the **Reserve Provider**, and that any entitlement by **National Grid** to withhold payments from the **Reserve Provider's Agent** under this **Document** shall not result in any entitlement on the part of the **Reserve Provider** to receive such withheld payment.
- 4.2.18 All payments to be made to the **Reserve Provider's Agent** by **National Grid** pursuant to the obligations contained in this sub-paragraph 4.2 shall be made to the **Reserve Provider's Agent** as agent for and on behalf of the **Reserve Provider**. If the **Reserve Provider** wishes to appoint an alternative agent to act on its behalf then it shall be entitled to do so by the service of not less than 28 days notice in writing to **National Grid**. With effect from the

expiry of such notice the **Reserve Provider's Agent's** details in the **STOR Contract** shall be deemed to have been amended so as to reflect such change. If the **Reserve Provider** wishes to cease use of the **Reserve Provider's Agent** then it shall be entitled to do so by the service of not less than 28 days notice in writing to **National Grid** and with effect from the expiry of such notice the **Reserve Provider's Agent's** details in the **STOR Contract** shall be deemed to have been deleted and Schedule 1, Part I or Part II (as the case may be) and Schedule 2 of this **Document** shall cease to apply in respect of that **STOR Contract**.

4.2.19 In the absence of fraud, neither the **Reserve Provider** nor **National Grid** may invoke the provisions of (respectively) Sub-Clauses 4.2.3 or 4.2.4 with respect to the contents of any **Monthly Statement** after the period of 12 months commencing at the start of the calendar month to which such **Monthly Statement** relates (or, in the case of **Seasonal Delivery Reconciliation Payments, Committed Availability Reconciliation Payments** and **Flexible Availability Reconciliation Payments**, after the period of 12 months commencing on 1 April which next follows submission of that **Monthly Statement** containing details thereof), after which date such **Monthly Statement** shall be final and conclusive as to the amounts payable with respect thereto. For the avoidance of doubt, where a **Monthly Statement** reflects adjustments to a previous **Monthly Statement** in accordance with the foregoing provisions of this Sub-Clause 4.2 then for the purposes of this Sub-Clause 4.2.19 the period of 12 months shall commence at the start of the calendar month to which the original **Monthly Statement** relates.

4.2.20 The provisions of this sub-paragraph 4.2 shall survive the termination of any **STOR Contract** and/or **STOR Framework Agreement**.

4.6 CONFIDENTIALITY AND ANNOUNCEMENTS

4.6.1 *General Restrictions*

4.6.1.1 Subject to the exceptions provided in sub-paragraph 4.6.2, and to the extent otherwise expressly permitted by this **Document**, the **STOR Framework Agreement** and/or any **STOR Contract** (including the **Short Term Operating Reserve Despatch Procedure**), neither **Party** shall, at any time, whether before or after the expiry or sooner termination of the **STOR Framework Agreement** and/or any **STOR Contract** , without the prior consent of the other **Party** in writing, divulge or suffer or permit its officers, employees, agents or contractors to divulge to any person or permit use by any person (other than disclosure to or use by any of its or their respective officers or employees to the extent that such disclosure and use is required to enable such persons properly to carry out their duties in connection with the **STOR Framework Agreement** and/or any **STOR Contract**) of:-

- (a) any of the contents of the **STOR Framework Agreement** and/or any **STOR Tender** and/or any **STOR Tender Acceptance** and/or any **STOR Tender Rejection**;
- (b) any commercially confidential information relating to the negotiations concerning the entering into of the **STOR Framework Agreement**;
- (c) any commercially confidential information which may come to a **Party's** knowledge in the course of such negotiations; or
- (d) any commercially confidential information concerning the operations, contracts, commercial or financial arrangements or affairs of the other **Party**.

4.6.1.2 Each **Party** undertakes to use information referred to in sub-paragraph 4.6.1.1 and disclosed to it by the other **Party** solely for the purposes of the **STOR Framework Agreement** and/or any **STOR Contract** and shall not use it for any other purpose or for the purposes of any third party.

4.6.2 *Exceptions*

4.6.2.1 The restrictions imposed by sub-paragraph 4.6.1 shall not apply to the disclosure of any information:-

- (a) which now or hereafter comes into the public domain otherwise than as a result of a breach of a confidentiality obligation or which either **Party** can show was in its written records prior to the date of disclosure of the same by the other **Party** or which it received from a third party independently entitled to disclose it;
- (b) which is required by law or pursuant to the rules of the **Electricity Supply Industry Arbitration Association in Great Britain** or pursuant to the rules or regulations of the Financial Services Authority to be disclosed to any person who is authorised by law or pursuant to the rules of the **Electricity Supply Industry Arbitration Association in Great Britain** or pursuant to the rules or regulations of the Financial Services Authority to receive the same;
- (c) which is required to be disclosed by the regulations of any recognised exchange upon which the share capital of the **Party** making the disclosure

(or its parent undertaking) is or is proposed to be from time to time listed or dealt in, or is required to be disclosed by the Panel on Takeovers and Mergers;

- (d) to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing **Party** is a party;
- (e) in accordance with the provisions of the **Balancing and Settlement Code** or pursuant to any **Licence** of the **Party** concerned;
- (f) to any parent, subsidiary or fellow subsidiary undertaking on a "need to know" basis only;
- (g) to any authorised consultants, banks, financiers, insurers, **O&M** contractors to any **Contracted BM Unit** or **Contracted Site**, potential purchasers of the **Reserve Provider** or of any **Contracted BM Unit** or **Contracted Site**, or professional advisers to the disclosing **Party**, in each case on a "need to know" basis only; and
- (h) required or expressly permitted to be disclosed under the terms of any agreement or arrangement (including this **Document**, the **Grid Code**, the **Connection and Use of System Code**, the **Distribution Code** and the **Fuel Security Code** (if any)) to which the **Parties** have agreed to be bound.

4.6.2.2 The restrictions imposed by sub-paragraph 4.6.1 shall, subject to sub-paragraph 4.6.2.4, also not apply to the disclosure by **National Grid**, the **Reserve Provider** and/or the **Reserve Provider's Agent** of the following information (or as may be otherwise agreed between **National Grid** and the **Reserve Provider** in a **STOR Framework Agreement**) to the **Reserve Provider's** host **Public Distribution System Operator**:-

- (i) the meter point administration number associated with the relevant **Generating Unit(s)** and/or **Plant** and **Apparatus**; and
- (ii) all operational data (including, without limitation, service type, volume and call-off instructions).

4.6.2.3 In this sub-paragraph 4.6.2, the words "parent", "subsidiary" and "undertaking" shall have the meanings as provided in Sections 258 and 259 of the Companies Act 1985.

4.6.2.4 If the **Reserve Provider** does not want **National Grid** to disclose any information described in sub-paragraph 4.6.2.2, it must notify, or procure that the **Reserve Provider's Agent** notifies, **National Grid** in writing by giving not less than twenty (20) **Business Days** notice stating the contract number(s) of the relevant **STOR Framework Agreement**.

4.6.3 *Third parties*

Before either **Party** discloses any information in any of the circumstances described in sub-paragraph 4.6.2.1 (f) and (g) or, in the case of **National Grid**, any of the information described in sub-paragraph 4.6.2.2 (other than to its authorised professional advisers) or, in the case of the **Reserve Provider**, to the **Reserve Provider's Agent**, it shall notify the other **Party** of its intention to make such disclosure and procure the execution and delivery to that **Party** of an undertaking executed by the person to whom the disclosure is proposed to be made being in the same terms mutatis mutandis as the undertakings contained in this paragraph 4.6.

4.6.4 *Public announcements*

- (a) Subject to sub-paragraph 4.6.4(b), no public announcement or statement regarding the signature, performance or termination of the **STOR Framework Agreement** and/or any **STOR Contract** shall be issued or made unless before it is issued or made both the **Parties** have been furnished with a copy of it and have approved it (such approval not to be unreasonably withheld or delayed).
- (b) Neither **Party** shall be prohibited from issuing or making any such public announcement or statement to the extent expressly permitted or otherwise contemplated by this **Document**, the **STOR Framework Agreement** and/or any **STOR Contract** or if it is necessary to do so in order to comply with any applicable law or the regulations of any recognised stock exchange upon which the share capital of such **Party** is from time to time listed or dealt in.

4.6.5 *Procedures*

With respect to the information referred to in sub-paragraph 4.6.1.1, both **Parties** shall ensure that:-

- (a) such information is disseminated within their respective organisations on a "need to know" basis only;

- (b) employees, directors, agents, consultants and professional advisers who are in receipt of such information are made fully aware of the **Party's** obligations of confidence in relation thereto; and
- (c) any copies of such information, whether in hard copy or computerised form, will clearly identify the information as confidential.

4.6.6 *Termination*

Notwithstanding any other provision of this **Document**, the **STOR Framework Agreement** and/or any **STOR Contract**, the provisions of this paragraph 4.6 shall continue to bind a person after termination of the **STOR Framework Agreement** and/or any **STOR Contract**, in whole or in part, for whatever reason.

4.8 NOTICES

- 4.8.1 Any notice or other communication to be given by one **Party** to the other under, or in connection with the matters contemplated by this **Document**, the **STOR Framework Agreement** or any **STOR Contract**, shall unless otherwise expressly agreed herein be addressed to the recipient and sent to the address or facsimile number of such other **Party** set out in the **STOR Framework Agreement** for the purpose and marked for the attention of the person so given or to such other address or facsimile number and/or marked for such other attention as such other **Party** may from time to time specify by notice given in accordance with this paragraph 4.8 to the **Party** giving the relevant notice or other communication to it.
- 4.8.2 Any notice or other communication to be given by one **Party** to the other **Party** under, or in connection with the matters contemplated by, this **Document**, the **STOR Framework Agreement** or any **STOR Contract** shall unless otherwise expressly agreed herein be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or facsimile, and shall be deemed to have been received:-
 - 4.8.2.1 in the case of delivery by hand, when delivered; or
 - 4.8.2.2 in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail from overseas) on the fifth day following the day of posting; or
 - 4.8.2.3 in the case of facsimile, on acknowledgement by the addressee's facsimile receiving equipment (where such acknowledgement occurs before 1700 hours on

the day of acknowledgement) and in any other case on the day following the day of acknowledgement.

- 4.8.3 Any notice or other communication required to be given by **National Grid** in writing to all **Reserve Providers** under or in connection with matters contemplated by this **Document** may be sent to each recipient by email to any email address supplied by that recipient for such purposes from time to time.
- 4.8.4 **National Grid** agrees that in the event of its serving any notice or other communication on the **Reserve Provider** under or in connection with the matters contemplated by this **Document**, the **STOR Framework Agreement** or any **STOR Contract**, it will contemporaneously with service of such notice or other communication on the **Reserve Provider**, serve a copy for information purposes on the **Reserve Provider's Agent**. Service of any such copy of a notice or other communication on the **Reserve Provider's Agent** shall not under any circumstances be deemed to constitute or satisfy any requirement for service of any notices or other communications on the **Reserve Provider** nor shall the non-service of any such copy of a notice or other communication on the **Reserve Provider's Agent** invalidate or otherwise affect any notice or other communication properly served on the **Reserve Provider**. Similarly, non-service of any copy of a notice or other communication by the **Reserve Provider** on the Contracts and Trading Manager of **National Grid** shall not invalidate or otherwise affect any notice or other communication properly served on **National Grid** and marked for the attention of the Company Secretary.