

MODIFICATION PROPOSAL P106

AMENDMENT TO THE BSC TO ALLOW MULTIPLE SUPPLIER IDS

SECTION D

Amend paragraph 3.1(g) of Annex D-3 to read as follows:

- (g) a Base BM Unit Monthly Charge, for a set of Base BM Units (in aggregate) automatically allocated (in accordance with Section K3.3.1(a)) to a Supplier (in respect of each of its Supplier IDs), and held by a Supplier for all or any part of that month, at an initial charge rate of £100 per month;

SECTION J

Add new paragraph 5.1.4 to read as follows:

5.1.4 This paragraph 5 shall apply on a Supplier ID basis and its provisions shall be construed accordingly.

SECTION K

Add new paragraph K2.5.10 to read as follows:

2.5.10 This paragraph 2.5 shall apply on a Supplier ID basis (and a Supplier may be party to a Shared SVA Meter Arrangement in the capacities of its Supplier IDs) and its provisions shall be construed accordingly.

Add new paragraph 3.3.11 to read as follows:

3.3.11 This paragraph 3.3 shall apply on a Supplier ID basis and its provisions shall be construed accordingly, and:

- (a) a Supplier will be registered under paragraph 3.3.1 in respect of each of its Supplier IDs as holding one BM Unit for each GSP Group (and accordingly will hold a set of Base BM Units for each of its Supplier IDs); and
- (b) a Supplier:
 - (i) holding one Supplier ID may not cancel or withdraw from the registration of a Base BM Unit relating to that Supplier ID while the Supplier remains a Supplier;
 - (ii) holding more than one Supplier ID may cancel and withdraw from the registration of the set of Base BM Units relating to an additional Supplier ID:
 - (A) provided the Supplier has no Registered SVA Metering Systems with the additional Supplier ID in any GSP Group;
 - (B) following which cancellation and withdrawal the Supplier shall no longer hold, for the purposes of the Code, the additional Supplier ID.

SECTION S

Add new paragraphs 1.3, 1.4, 1.5, 1.6, 1.7 and 1.8 to read as follows:

1.3 Supplier ID

1.3.1 A Supplier ID is a unique reference by which a Supplier is identified in SMRS and for the purposes of Supplier Volume Allocation.

1.3.2 A Supplier may hold more than one Supplier ID subject to and in accordance with the further provisions of this paragraph 1.3.

1.3.3 Where a Supplier holds more than one Supplier ID:

(a) the provisions of the Code referred to in paragraph 1.3.4, and any other provision of the Code which is expressed to apply on a Supplier ID basis, shall apply separately in respect of the Supplier in the capacity of each of its Supplier IDs so far as capable of so applying;

(b) except as otherwise expressly provided, all other provisions of the Code apply in respect of the Supplier without regard to its Supplier IDs,

and references to a Supplier (including the Supplier as Registrant of a Metering System) and Supplier 'Z' in the Code shall be construed accordingly.

1.3.4 The provisions of the Code referred to in paragraph 1.3.3(a) are paragraphs 2, 6 and 7 (subject to the provisions of Annex S-2) and Annex S-2.

1.3.5 A Supplier may hold:

(a) no more than three Supplier IDs; and

(b) additional Supplier ID(s) (to those held pursuant to paragraph (a)) provided the additional Supplier ID(s) is held pursuant to a transfer in accordance with the further provisions of this paragraph 1.

1.4 Transfer of Supplier ID

1.4.1 For the purposes of the Code:

(a) "ID Transferee" means the Trading Party identified as the transferee in a notice which is given and takes effect pursuant to an in accordance with this paragraph 1.4;

(b) "ID Transferor" means the Supplier who gives the notice referred to in paragraph 1.4.3;

(c) "Relevant BM Units" are in relation to a ID Transferor, the BM Unit(s) to which the relevant Metering Systems are associated;

(d) "relevant Metering Systems" means Metering Systems registered in SMRS and identified by the relevant Supplier ID (and associated with Relevant BM Units); and

(e) "relevant Supplier ID" means the Supplier ID identified in a notice given pursuant to paragraph 1.4.2.

1.4.2 A Supplier may give notice to BSCCo that it intends to transfer its interests in respect of the provision of electrical power to Customers measured by Metering Systems identified in SMRS with a Supplier ID to another Trading Party (such transfer to be effected by a transfer of the Supplier ID and referred to as a "relevant ID transfer").

1.4.3 A notice given pursuant to paragraph 1.4.2 shall:

- (a) be in writing;
- (b) identify:
 - (i) the Supplier ID to which the relevant ID transfer relates;
 - (ii) the transferee, being the Trading Party to which the relevant ID transfer is to be made;
 - (iii) subject to paragraph 1.4.4, the Metering Systems registered in SMRS with the relevant Supplier ID;
 - (iv) subject to paragraph 1.4.5, the date with effect from which the relevant ID transfer is to be made;
 - (v) subject to paragraph 1.4.7, the time with effect from which the relevant ID transfer is to be made; and
- (c) be signed by or behalf of both the Supplier issuing such notice and the Trading Party identified in such notice as the transferee.

1.4.4 A relevant ID transfer may not be made in respect of some but not all of the relevant Metering Systems.

1.4.5 The relevant ID transfer shall take effect for the purposes of the Code from the time and date specified in the relevant notice given pursuant to paragraph 1.4.2 and in accordance with paragraphs 1.4.6 and 1.4.7 (such date being the "ID Transfer Date")

1.4.6 For the purposes of the Code the date with effect from which a relevant ID transfer is to take effect may not be earlier than:

- (a) where the relevant notice is received by BSCCo before 12:00 hours on a day, the day following;
- (b) where the relevant notice is received by BSCCo after 12:00 hours on a day, the second day following

the day on which the relevant notice is received.

1.4.7 The time with effect from which a relevant ID transfer is to take effect, for the purposes of the Code, is 00:00 hours on the ID Transfer Date.

1.4.8 Without prejudice to the provisions of paragraph 1.4.4, 1.4.5, 1.4.6 and 1.4.7 as they apply for the purposes of the Code, those provisions shall not effect or limit the terms and conditions upon which a relevant ID transfer is to be made as between the parties to the relevant ID transfer.

1.4.9 BSCCo shall send a copy of any notice given pursuant to paragraph 1.4.2 to the Authority, each Party and the CRA.

1.5 Effect of transfer of Supplier ID

1.5.1 With effect from the time and date that a relevant ID transfer is to take effect:

- (a) the ID Transferee shall (notwithstanding the provisions of Section K but subject to the further provisions of this paragraph 1) be:
 - (i) responsible for all Exports and Imports of the Plant and Apparatus comprised in Relevant BM Units (and measured by the relevant Metering Systems);
 - (ii) the Registrant of the relevant Metering Systems (and shall be treated, for the purposes of the Code, as having appointed and registered the Party Agents of the ID Transferor in respect of the relevant Metering Systems); and
 - (iii) subject to the obligations and liabilities and entitled to the rights and benefits (including in respect of Trading Charges and BSCCo Charges) related to or connected with the relevant Metering Systems and the Exports and Imports of that Plant and Apparatus (and measured by the relevant Metering Systems);
- (b) the ID Transferor shall (notwithstanding the provisions of Section K but subject to the further provisions of this paragraph 1) cease to be:
 - (i) responsible for all Exports and Imports of the Plant and Apparatus comprised in Relevant BM Units (and measured by relevant Metering Systems);
 - (ii) the Registrant of the relevant Metering Systems; and
 - (iii) subject to the obligations and liabilities and entitled to the rights and benefits (including in respect of Trading Charges and BSCCo Charges) related to or connected with the relevant Metering Systems and the Exports and Imports of that Plant and Apparatus (and measured by the relevant Metering Systems),

in each case, in respect of each Settlement Period on and after such time, and the provisions of the Code shall be construed accordingly.

1.5.2 The transfer of responsibility in respect of Exports and Imports of Plant and Apparatus comprised in Relevant BM Units from the ID Transferor to the ID Transferee pursuant to paragraph 1.5.1 shall be without prejudice and shall not affect:

- (a) the rights and liabilities of the ID Transferor under the Code relating to or connected with Relevant BM Units or the relevant Metering Systems, including in respect of Trading Charges (including Reconciliation Charges and Ad-hoc Trading Charges) and BSCCo Charges, accrued or accruing in respect of the period prior to the ID Transfer Date;
- (b) the rights and liabilities of the ID Transferor under the Code relating to or connected with any other BM Units or Metering Systems, including in respect of Trading Charges (including Reconciliation Charges and Ad-hoc Trading Charges) and BSCCo Charges, accrued or accruing in respect of the period on, before or after the ID Transfer Date.

1.5.3 For the avoidance of doubt, nothing in this paragraph 1.5 shall affect:

- (a) any Energy Contract Volume Notifications for which the ID Transferor is a Contract Trading Party;

(b) any Metered Volume Reallocation Notifications for which the ID Transferor is the Subsidiary Party,

whether submitted or submitted in respect of a period on, before or after the ID Transfer Date, and any such Energy Contract Volume Notifications or Metered Volume Reallocation Notifications validly submitted in accordance with Section P shall apply and be taken into account in Settlement, subject to and in accordance with the other provisions of the Code, for the purposes of determining any liability or entitlement of the ID Transferor in respect of Trading Charges.

1.5.4 For the avoidance of doubt, the deemed appointment and registration of Party Agents pursuant to paragraph 1.5.1(a)(ii) applies for the purposes of the Code only and shall not create, affect or change any relationship between the ID Transferor or the ID Transferee and those (or any other) Party Agents.

1.5.5 The provisions of this paragraph 1.5 shall apply for the purposes of Settlement under the Code notwithstanding any other provisions in any Core Industry Document.

1.6 Establishment of BM Units following transfer of Supplier ID

1.6.1 The provisions of this paragraph 1.6 apply in relation to a Relevant BM Unit where pursuant to a relevant ID transfer the Supplier ID for the relevant Metering Systems is transferred to a Trading Party.

1.6.2 Where this paragraph 1.6 applies, the CRA shall establish a BM Unit (a "Transferee BM Unit") for which the ID Transferee is the Lead Party corresponding to each Relevant BM Unit as soon as reasonably practicable after the ID Transfer Date.

1.6.3 Unless the context otherwise requires, references to BM Units in the Code shall include Transferee BM Units.

1.6.4 The establishment of Transferee BM Unit(s) pursuant to paragraph 1.6.2 shall take effect on and from the ID Transfer Date.

1.6.5 Each Transferee BM Unit established pursuant to paragraph 1.6.2 shall be configured in the same way and have the same attributes as the Relevant BM Unit of the ID Transferor to which it corresponds, including:

- (a) the Generation Capacity and the Demand Capacity;
- (b) the Credit Assessment Load Factor;
- (c) (where applicable) the GSP Group in which that BM Unit is situated;
- (d) (where applicable) the status of that BM Unit as a Base BM Unit or an Additional BM Unit;
- (e) the SVA Metering Systems associated with that BM Unit;
- (f) the P/C Status;
- (g) the Trading Unit to which that BM Unit belongs;
- (h) the Joint BM Unit Data (if any); and
- (i) whether that BM Unit is considered a relevant BM Unit for the purposes of Section Q,

but without prejudice to the ID Transferee's rights and obligations to revise such configuration and attributes, or otherwise to the revision of such configuration and attributes, from time to time pursuant to any other provision of the Code.

1.6.6 Where a ID Transferee is transferred responsibility for Plant or Apparatus which is subject to a Shared SVA Meter Arrangement, then notwithstanding any provisions to the contrary in Section K2.5:

(a) the Allocation Schedule prevailing immediately prior to the ID Transfer Date shall continue to apply and to bind the ID Transferee and the other Supplier(s) (not being the ID Transferor) to the Shared SVA Meter Arrangement; and

(b) the ID Transferee shall assume the status previously held by the ID Transferor as the Primary Supplier or a Secondary Supplier (as the case may be).

1.7 Effect of establishment of Transferee BM Units

1.7.1 The establishment of a Transferee BM Unit pursuant to paragraph 1.6 shall be treated, for the purposes of the Code, as if:

(a) that new BM Unit had been registered (comprising the same Metering Systems as those comprised in the corresponding BM Unit of the ID Transferor) by the ID Transferee with effect from the ID Transfer Date; and

(b) the registration of the corresponding BM Unit of the ID Transferor had been cancelled by the ID Transferor with effect from such date.

1.7.2 Without prejudice to the generality of paragraph 1.7.1 and subject to the further provisions of this paragraph 1.7, in respect of each Settlement Period on and after the ID Transfer Date:

(a) the BM Unit Metered Volumes of the Relevant BM Unit to which a Transferee BM Unit corresponds shall be allocated to the Transferee BM Unit; and

(b) such BM Unit Metered Volumes shall not be allocated or treated as allocated to the Relevant BM Unit to which such Transferee BM Unit corresponds,

for the purposes of Section T.

1.7.3 Notwithstanding paragraph 1.7.1, any Metered Volume Reallocation Notification and any data item submitted or purportedly submitted by or on behalf of the ID Transferor (as Lead Party) relating to Relevant BM Units in respect of the period on or after the ID Transfer Date (whether submitted before, on or after the date the registration of the Relevant BM Unit is treated as cancelled pursuant to paragraph 1.7.1) shall, by virtue of paragraph 1.7.1, be void and of no effect and shall not be applied to the Transferee BM Units to which they correspond.

1.8 Data relating to Relevant BM Units

1.8.1 For the purposes of any provisions in the Code relating to the ownership and use of data (including Section L5), the rights of the ID Transferee in respect thereof, as they relate to the Relevant BM Units for which a Trading Party becomes responsible, shall to the extent such rights are not assigned to the ID Transferee by reason of the change of Registrant and with effect from the ID Transfer Date:

(a) automatically be assigned by the ID Transferor to the ID Transferee from and in respect of the period on and after the ID Transfer Date; or

(b) to the extent that it is not possible legally to assign such rights as provided in paragraph (a), the ID Transferor shall make such data available to the ID Transferee at all times on terms such that the ID Transferee is free to use such data as if the data had been so assigned to it.

1.8.2 The ID Transferor shall take all reasonable steps to co-operate with the ID Transferee to give effect to the transfer of responsibility contemplated by paragraphs 1.4, 1.5, 1.6, 1.7 and this paragraph 1.8 and to enable the ID Transferee to comply with its obligations thereunder.

1.8.3 [Without prejudice to the generality of paragraph 1.8.3, the ID Transferor shall provide the ID Transferee with such records, data and information and otherwise take such steps as if, in relation to the relevant Metering Systems a change of Registrant (from the ID Transferor to the ID Transferee) had occurred on the ID Transfer Date.]

1.8.4 The ID Transferee shall have a right of access to any records, data and information referred to in this paragraph 1.8 to the extent required by the ID Transferee for the purposes of the Code in relation to any period prior to the ID Transfer Date.

SECTION X

The following new definition shall be inserted alphabetically in Annex X-1:

<u>"ID Transfer Date "</u>	<u>has the meaning given to that term in paragraph 1.3.1 of Section S</u>
<u>"ID Transfer Date "</u>	<u>has the meaning given to that term in paragraph 1.4.4 of Section S</u>
<u>"ID Transferee"</u>	<u>has the meaning given to that term in paragraph 1.4.1 of Section S</u>
<u>"ID Transferor"</u>	<u>has the meaning given to that term in paragraph 1.4.1 of Section S</u>
<u>"Relevant BM Units "</u>	<u>has the meaning given to that term in paragraph 1.4.1 of Section S</u>
<u>"relevant ID transfer"</u>	<u>has the meaning given to that term in paragraph 1.4.2 of Section S</u>
<u>"relevant Metering Systems "</u>	<u>has the meaning given to that term in paragraph 1.4.1 of Section S</u>
<u>"relevant Supplier ID "</u>	<u>has the meaning given to that term in paragraph 1.4.1 of Section S</u>
<u>"Supplier ID"</u>	<u>has the meaning given to that term in paragraph 1.3.1 of Section S</u>
<u>"Transferee BM Unit"</u>	<u>has the meaning given to that term in paragraph 1.6.2 of Section S</u>

Add a new paragraph 3.1.2 to read as follows:

3.1.2 This paragraph 3 and Tables X-4, X-5, X-6 and X-7 shall apply on a Supplier ID basis and shall be construed accordingly.