

The Single Electricity Market (SEM)

Part A Agreed Procedure 1: Participant and Unit Registration and Deregistration

Version 28.0

18 August 2023

SEM Part A Agreed Procedure

|  |  |
| --- | --- |
| Title | Part A Agreed Procedure 1: Participant and Unit Registration and Deregistration |
| Version | 28.0 |
| Date | 18 August 2023 |

Table of Contents

[1. Introduction 7](#_Toc403405824)

[1.1 Background and Purpose 7](#_Toc403405825)

[1.2 Scope of Agreed Procedure 7](#_Toc403405826)

[1.3 Definitions 7](#_Toc403405827)

[1.4 Compliance with Agreed Procedure 7](#_Toc403405828)

[2. Descriptive Overview 8](#_Toc403405829)

[2.1 Registration Process and Entities Overview 8](#_Toc403405830)

[2.2 Units as Part of Trading Sites 9](#_Toc403405831)

[2.3 Naming Conventions 10](#_Toc403405832)

[2.4 Deregistration Process Overview 11](#_Toc403405833)

[2.5 Registration of User Access Rights for Participants 11](#_Toc403405834)

[2.6 Updating Registration Details 11](#_Toc403405835)

[3. Procedure Definition 12](#_Toc403405836)

[3.1 Party Registration 12](#_Toc403405837)

[3.2 Participant and Unit Registration 18](#_Toc403405838)

[3.3 Intermediary Registration 35](#_Toc403405839)

[3.4 Registration of Special Units 35](#_Toc403405840)

[3.5 Participant and Unit Deregistration 41](#_Toc403405841)

[3.6 Intermediary Removal 45](#_Toc403405842)

[3.7 Unit Suspension Processes 48](#_Toc403405843)

[3.8 Party Termination Processes 48](#_Toc403405844)

[3.9 Change of Unit Generic Settlement Class 48](#_Toc403405845)

[APPENDIX 1: DEFINITIONS and Abbreviations 51](#_Toc403405846)

[Definitions 51](#_Toc403405847)

[Abbreviations 55](#_Toc403405848)

[APPENDIX 2: Access Roles and Rights of Users 57](#_Toc403405849)

[Access Roles Overview 57](#_Toc403405850)

[Contact Types 57](#_Toc403405851)

[User Types 57](#_Toc403405852)

[Access Rights (Read-Write, Read-Only) 58](#_Toc403405853)

[Access Rights for each Functional Area 58](#_Toc403405854)

[Data Processing Entity 59](#_Toc403405855)

[APPENDIX 3: Registration Information communicated to Meter Data Provider Parties by the Market Operator 60](#_Toc403405856)

[Overview 60](#_Toc403405857)

[Timelines 62](#_Toc403405858)

[New Supplier Unit Registration 70](#_Toc403405859)

[New Generator Unit RegistrationNew Generator Unit Registration 71](#_Toc403405860)

[Trading Site Registration 73](#_Toc403405861)

[Update to Supplier Unit’s Trading Site Class 74](#_Toc403405862)

[Supplier Unit Termination 75](#_Toc403405863)

[Generator Unit Termination 77](#_Toc403405864)

[Notification of confirmation of Change of Supplier for Trading Site 78](#_Toc403405865)

[Cancellation of Notification of Confirmation of Change of Supplier for Trading Site 80](#_Toc403405866)

[Communication Cancellation 81](#_Toc403405867)

[Trading Site Termination 82](#_Toc403405868)

[Notification of Meter Data Export Date and Meter Data Validation Completion 83](#_Toc403405869)

[Change of Generator Unit Generic Settlement Class 84](#_Toc403405870)

**DOCUMENT HISTORY**

|  |  |  |  |
| --- | --- | --- | --- |
| Version | Date | Author | Comment |
| V2.0 | 03/11/06 | SEM Implementation Team | Issued to Regulatory Authorities |
| 4.0c | 21/5/2007 | Regulatory Authorities | Consultation Version |
| 4.1 | 15/06/2007 | Regulatory Authorities | Draft Go-Active version |
| 4.2 | 25/06/2007 | Regulatory Authorities | Approved for Go-Active by Regulatory Authorities and TSO/SEM Programme |
| 4.3 | 21/07/2008 | SEMO | Mod\_24\_08 AP Change |
| 4.4 | 12/11/2008 | SEMO | Mod\_41\_08 AP Change |
| 4.5 | 22/12/2008 | SEMO | Mod\_05\_08 AP Change |
| 4.5 | 22/12/2008 | SEMO | Mod\_43\_08 AP Change |
| 4.5 | 23/12/2008 | SEMO | Mod\_53\_08 AP Change |
| 4.6 | 09/01/2009 | SEMO | Mod\_61\_08 AP Change |
| 5.0 | 07/04/2009 | SEMO Baseline | Baseline Documentation to V5.0 |
| 5.1 | 08/07/2009 | SEMO | Mod\_04\_09 AP Change |
| 5.1 | 08/072009 | SEMO | Mod\_05\_09 AP Change |
| 5.1 | 16/07/2009 | SEMO | Mod\_13\_09 AP and T&SC Change |
| 6.0 | 07/04/2009 | SEMO Baseline | Baseline Documentation to V6.0 |
| 7.0 | 30/04/2010 | SEMO Baseline | Baseline Documentation to V7.0 |
| 8.0 | 19/11/2010 | SEMO Baseline | Baseline Documentation to V8.0 |
| 8.0 | 07/10/2010 | SEMO | Mod\_34\_09 Global Settlement |
| 8.0 | 10/06/2010 | SEMO | Mod\_23\_10 No Requirement for RA notification of Part Registration |
| 9.0 | 06/05/2011 | SEMO | Baseline Documentation to V9.0 |
| 10.0 | 21/10/2011 | SEMO Baseline | Baseline Documentation to V10.0 |
| 10.0 | 09/09/2011 | SONI | Mod\_26\_11 Process change for assessing Firm Access Quantity of Trading Site (FAQSst) |
| 11.0 | 21/07/2012 | SEMO Baseline | Baseline Documentation to V11.0 |
| 11.0 | 21/07/2012 | SEMO | Mod\_30\_11 Assessment and Approval of Registration Data |
| 11.0 | 21/07/2012 | SEMO | Mod\_18\_10 Intra-Day Trading |
| 12.0 | 16/11/2012 | SEMO | Mod\_06\_11 Increasing Maximum Daily Submission Number and Automating Cancellation of Settlement Reallocation Agreements |
| 13.0 | 10/05/2013 | SEMO | Baseline Documentation to V13.0 |
| 13.0 | 24/04/2013 | SEMO | Mod\_30\_12 Improved Efficiencies in Unit Registration Process |
| 13.0 | 24/04/2013 | SEMO | Mod\_04\_13 Process for changing the VAT Jurisdiction of an Interconnector Unit |
| 14.0 | 15/11/2013 | SEMO Baseline | Baseline Documentation to V14.0 |
| 14.0 | 28/06/2013 | SEMO | Mod\_06\_13 Housekeeping 6 |
| 14.0 | 28/06/2013 | SEMO | Mod\_08\_13 Amendment to number of days granted to the MO for the issuing of Party Accession Deeds |
| 15.0 | 16/05/2014 | SEMO Baseline | Baseline Documentation to V15.0 |
| 16.0 | 14/11/2014 | SEMO Baseline | Baseline Documentation to V16.0 |
| 16.0 | 08/09/2014 | SEMO | Mod\_07\_14 Change to Final Registration Meeting requirements to allow for Email |
| 17.0 | 15/05/2015 | SEMO Baseline | Baseline Documentation to V17.0 |
| 18.0 | 02/10/2015 | SEMO Baseline | Baseline Documentation to V18.0 |
| 18.0 | 02/10/2015 | SEMO Baseline | Mod\_06\_15 REMIT Data Reporting by the Organised Market Place to ACER |
| 19.0 | 17/05/2017 | SEMO Baseline | Baseline Documentation to V19.0 |
| 19.0 | 17/05/2017 | SEMO | Mod\_02\_13 v3 Registration of Charges |
| 19.0 | 17/05/2017 | SEMO | Mod\_12\_13 Amendment to Special Units Pumped Storage definition to include Energy Storage |
| 20.0 | 23/05/2017 | SEMO | Baseline Documentation to V 20.0 |
| 20.0 | 23/05/2017 | SEMO | Mod\_01\_17 Changes to enable I-SEM (Part A) |
| 21.0 | 12/04/2019 | SEMO | Baseline Documentation to V 21.0 |
| 22.0 | 29/04/2020 | SEMO | Baseline Documentation to V 22.0 |
| 23.0 | 03/11/2020 | SEMO | Baseline Documentation to V 23.0 |
| 24.0 | 01/07/2021 | SEMO | Baseline Documentation to V 24.0 |
| 25.0 | 09/11/2021 | SEMO | Baseline Documentation to V25.0 |
| 26.0 | 17/05/2022 | SEMO | Baseline Documentation to V 26.0 |
| 27.0 | 07/12/2022 | SEMO | Baseline Documentation to V27.0 |
| 28.0 | 18/08/2023 | SEMO | Baseline Documentation to V28.0 |

**RELATED DOCUMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| Document Title | Version | Date | By |
| Trading and Settlement Code | V28.0 | 18/08/2023 | SEMO |
| Agreed Procedure 3 “Communication Channel Qualification” |  |  |  |
| Agreed Procedure 4 “Data Transaction Submission and Validation” |  |  |  |
| Agreed Procedure 6 “Publications” |  |  |  |
| Agreed Procedure 9 "Management of Credit Cover and Credit Default" |  |  |  |
| Agreed Procedure 11 "Market System Operation, Testing, Upgrading and Support" |  |  |  |
| Agreed Procedure 14 “Disputes” |  |  |  |

1. Introduction
   1. Background and Purpose

This Agreed Procedure sets out the Participant and Unit Registration and Deregistration processes, administered by the Market Operator, and with which Parties to the Code must comply.

* 1. Scope of Agreed Procedure

This Agreed Procedure is a definition of procedural steps to be followed by the Market Operator and Participants setting out the detail of the registration and deregistration process. It forms an annexe to, and is governed by the Code. This document is a statement of process and procedure. Parties’ rights and obligations are set out in the Code.

For avoidance of doubt, the following topics are out of scope of this Agreed Procedure:

* + The registration process for Parties who will not be Participants in the Single Electricity Market.
  + Communication Channel qualification process (described in Agreed Procedure 3 “Communication Channel Qualification”).
  + Party Termination for default.
  1. Definitions

Save as expressly defined, words and expressions defined in the Code shall have the same meanings when used in this Agreed Procedure.

References to particular sections relate internally to this Agreed Procedure unless specifically noted.

* 1. Compliance with Agreed Procedure

Compliance with this Agreed Procedure is required under the terms as set out in the Code.

1. Descriptive Overview

The Market Operator operates the competitive wholesale Single Electricity Market (SEM) that allows Participants to trade wholesale energy. All Parties intending to participate in the market must complete the Participant registration process.

The registration processes consist of two major steps:

* + Party registration (for accession to the market): registration as a Party to the Code.
  + Unit registration (for participation in the market): a Party becomes a Participant by registering Unit(s).

Party and Unit deregistration is facilitated by the Market Operator under specific conditions.

The following sections describe:

* + The main entities involved in the Participant registration process.
  + The Participant registration and deregistration process overview.
  1. Registration Process and Entities Overview
     1. APPLICANTS AND PARTIES

An Applicant, who applies for accession to the SEM, must register with the Market Operator as a Party.

To achieve this, the Applicant shall:

* + Complete a Party Application Form which includes accession conditions;
  + Comply with eligibility requirements as set out in paragraph 2.33 of the Code and on the Party Application Form;
  + Pay the Accession Fee; and
  + Execute the Accession Deed.

All of the required information shall be submitted to the Market Operator and will be validated by the Market Operator within the relevant timelines as detailed in this Agreed Procedure, in section 3.1 Party Registration.

A Party (or Applicant) shall only be permitted to participate in the SEM via a registered Unit. Registration of Units cannot take effect until the Applicant has become a Party to the Code. An Applicant may submit an application to register Units prior to becoming a Party, provided that a completed Participation Notice has been submitted to the Market Operator.

* + 1. PARTICIPANTS AND UNITS

Upon registering its first Unit within a Jurisdiction, a Party becomes a Participant. A Participant will receive a Participant ID and Account ID at this time. The Participant ID is a unique identifier pursuant to which Units are aggregated for the purposes of calculating the Required Credit Cover. The Account ID is a unique identifier pursuant to which Units are aggregated for the purposes of:

* + Self-Billing Invoices/Invoicing (AP15);
  + Settlement Reallocation Agreements; and
  + Having access to the data in relation to those Units through a unique digital certificate (as detailed in Agreed Procedure 3 and Agreed Procedure 5).

Save as expressly provided in the Code, a Party may not register more than one Participant in each Jurisdiction.

* + A unique digital certificate will be assigned to each Account ID, which permits access to the Participant’s data.
  + An individual Participant may only have Participant ID but may have more than one Account ID where it registers both Generator Units and Supplier Units.

In order to register a Unit, the required information (Registration Data) must be submitted to the Market Operator by the Party/Applicant and will be assessed by the Market Operator, to ensure that the Registration Data is complete and fulfils the eligibility requirements as set out in the Code. A completed REMIT Notification Form is also provided should the Participant wish to appoint the Market Operator to report REMIT Data for the appropriate Units to the European Agency for the Cooperation of Energy Regulators on its behalf. Once the Market Operator has confirmed that the Registration Data is complete (and taking into account the table in section 3.2.4), any questions or clarifications shall be progressed by all relevant Parties (Participant, Meter Data Provider, System Operator, and/or Distribution System Operator) at the initial Unit Registration meeting.

**2.1.3 CHANGE IN VAT JURISDICTION FOR AN INTERCONNECTOR UNIT**

Where an existing Interconnector Unit changes VAT Jurisdiction, the following process will occur:

* A new Account ID will be assigned to that Interconnector Unit.
* A unique digital certificate will be assigned to the new Account ID.
  1. Units as Part of Trading Sites
* Each Generator Unit (except for Pumped Storage Units, Battery Storage Units, Interconnector Residual Capacity Units, Interconnector Error Units and Interconnector Units) and each Demand Side Unit shall be registered as part of a Trading Site. As a result, each Trading Site shall contain at least one Generator Unit or one Demand Side Unit.
  + A Trading Site shall also include a Trading Site Supplier Unit, or record to it an Associated Supplier Unit.
* A Trading Site containing an Aggregated Generator Unit must record to it an Associated Supplier Unit
* Each Unit registered as part of a Trading Site shall be registered to the same Participant except where the Party does not intend to register a Trading Site Supplier Unit:
  + Where a Trading Site Supplier Unit is not registered to a Trading Site, the Party registering the Generator Unit must register an Associated Supplier Unit as part of the relevant Trading Site.
  + This Associated Supplier Unit may be registered by a different Participant to the Participant registering the Generator Unit.
  + A Supplier Unit can be registered as an Associated Supplier Unit for multiple Trading Sites.
* A Trading Site Supplier Unit can only contain Demand related to the Trading Site to which it is registered.
* The Firm Access Quantity of a Trading Site shall be recorded within the Participation Notice, where a Generator Unit operates under a Connection Agreement which provides for a Firm Access Quantity which is less that the Maximum Export Capacity of the relevant site.
  + 1. Interconnector Unit, Pumped Storage Unit Battery Storage Unit Registration

Interconnector Units, Pumped Storage Units and Battery Storage Units do not form part of a Trading Site. Interconnector Units, Pumped Storage Units and Battery Storage Units are registered under a Generator Unit-only Participant ID.

* + 1. Intermediaries

A person that is not the Unit Owner (excluding Supplier Units) may accede to the Code and register a Generator Unit on the Unit Owner’s behalf with a Form of Authority from the Unit Owner and with the consent of the Regulatory Authorities. A completed REMIT Notification Form is also provided should the Intermediary wish to appoint the Market Operator to report REMIT Data for the appropriate Units to the European Agency for the Cooperation of Energy Regulators on its behalf.

* 1. Naming Conventions

The naming convention for Parties, Participants and Units is set out in the table below:

|  |  |  |
| --- | --- | --- |
| Role | Convention | Proposed Initial Name(s) |
| Party | PY\_nnnnnn | PY\_000001 etc. |
| Participant ID | CP\_nnnnnn | CP\_000001 etc. |
| Account ID | PT\_nnnnnn | PT\_000001 etc. |
| Trading Site | TS\_nnnnnn | TS\_000001 etc. |
| Supplier Unit  (also for Trading Site Supplier Units and Associated Supplier Units) | SU\_nnnnnn | SU\_000001 etc. |
| Generator Unit | GU\_nnnnnn | GU\_000001 etc. |
| Demand Side Unit | DSU\_nnnnnn | DSU\_000001 etc. |
| System Operator | TSO\_aaaaaaaa | TSO\_SONI  TSO\_EirGrid |
| Meter Data Provider | MDP\_aaaaaaaa | MDP\_SONI  MDP\_EirGrid  MDP\_NIE  MDP\_MRSO |
| Interconnector | I\_JJaaaaaaaa[[1]](#footnote-1) | I\_NIMoyle, etc. |
| Interconnector Administrator | IA\_aaaaaaaa | IA\_aaaa, etc. |

* + 1. Interconnector Unit Components

Each Interconnector Unit shall be comprised of the following data items:

* The Interconnector to which the Interconnector Unit is registered;
* The Participant ID; and
* The Gate Window Identifier with which the Interconnector Unit is associated.

For example, an Interconnector Unit may be comprised of the following:

* I\_NIMOYLE (the identifier for the Moyle Interconnector)
* PT\_999999 (the Participant Account ID)
* EA1 (identifies that the Unit may only submit Commercial Offer Data to the EA1 Gate Window).
  1. Deregistration Process Overview

The Deregistration process is used by a Participant to voluntarily deregister any Units registered to the Participant. This process is also used where the Market Operator determines that a Participant should be terminated.

The Deregistration process is further described in section 3.5 and the Intermediary removal process is further described in section 3.6.

* 1. Registration of User Access Rights for Participants

Appendix 2 sets out the registration of Access Rights and Roles of Users following a Participant’s successful first Registration of a Unit.

* 1. Updating Registration Details

All updates to the Registration Data of Registered Units are completed in accordance with Agreed Procedure 4 “Data Transaction Submission and Validation”, with the exception of changes to the Registered Capacity or Maximum Generation of an Aggregated Generator Unit, or the Firm Access Quantity of Trading Site s for each Trading Day t (FAQSst). In the case of a change to the Registered Capacity or Maximum Generation of an Aggregated Generator Unit, the Participant must first send a Registration Pack with updated information for the Aggregated Generator Unit to the Market Operator, following the procedure in section 3.2.5, with no requirement for any Registration Fee to be paid. Once this Registration Pack has been received and validated, Agreed Procedure 4 “Data Transaction Submission and Validation” should then be followed.

In the case of a change to the Firm Access Quantity of Trading Site s for each Trading Day t (FAQSst), the Participant shall inform the Market Operator of the change by completing the appropriate form which can be downloaded from the SEMO website. The form shall then be provided to the relevant System Operator and shall be validated in accordance with 2.69 of the Trading and Settlement Code.

1. Procedure Definition
   1. Party Registration
      1. Overview

In order to become a Party, an Applicant must apply for accession to the SEM according to the Party registration process steps described below.

* + The process flow in Section 3.1.2 details the timelines and information involved in the accession of a Party.
  + The Applicant retrieves/downloads the electronic Application Form from the Market Operator Website. This form contains the accession conditions, the eligibility requirements and relevant information required.
  + The Applicant completes the Application Form and submits it to the Market Operator via registered mail. The Accession Fees must accompany the Application Form. A schedule of Accession Fees is published by the Market Operator.
  + If the Accession Fee is not paid with the Application Form, the Market Operator may withdraw the Application, sending a Deemed Withdrawn Notice to the Applicant by registered mail.
  + If the Applicant is registering as an Intermediary, it must provide the relevant Form of Authority on submission of the Application Form.
  + Following the receipt of sufficient information, the Market Operator will provide to the Applicant, via registered mail, an Accession Deed.
  + Upon receipt of the Accession Deed, the Applicant must execute the Accession Deed and return it to the Market Operator. The Accession Deed must be executed by an authorised signatory previously cited by the Participant in the completed Application Form.
  + Following receipt by the Market Operator of an executed Accession Deed the Applicant shall become a Party on the date specified within the Accession Deed.
    1. Procedural Steps

| # | Procedural Step | Timing | Method | By/From | To |
| --- | --- | --- | --- | --- | --- |
| 1 | Retrieve Application Form | As required | Download from the MO Website | Applicant |  |
| 2 | Complete Application Form | As required | - | Applicant |  |
| 3 | Send Application Form and Accession Fee in the form of a bank draft or Electronic Funds Transfer (EFT) | As required | Registered Post / Bank | Applicant | Market Operator |
| 4 | Receive Accession Fee and Application Form.  If no Accession Fee received with the Application form,  Then go to step 5  Otherwise go to step 6 | - | - | Market Operator |  |
| 5 | Deem the application to be withdrawn and inform the Applicant by sending a Deemed Withdrawn Notice  End of Process | Within 10 WDs of receipt of Application Form | Registered post | Market Operator | Applicant |
| 6 | Assess Application Form. If further clarification is required  then go to step 7  Otherwise go to step 17 | Within 10 WDs of receipt of Application Form |  | Market Operator |  |
| 7 | Notify the Applicant that further information is required or that clarification of information that has been sent is required  Go to step 8 and step 15 | Within 10 WDs of receipt of Application Form | Registered post/fax | Market Operator | Applicant |
| 8 | Receive notification that further information is required or that clarification of information that has been sent is required.  If more time than the allotted 20 WDs is required to assess the response, then go to step 9.  If no further time is required then go to step 13 | 1 WD before deadline for submission of additional information |  | Applicant |  |
| 9 | Request more time to submit additional information. | 1 WD before deadline for submission of additional information | Registered post/fax | Applicant | Market Operator |
| 10 | Consider the request for additional time and, if granted, inform the Applicant of how much additional time has been granted. If additional time has not been granted go to step 12 | Within 1 WD of receipt of request for additional time | Registered post/fax | Market Operator | Applicant |
| 11 | Receive notice that additional time has been granted to provide further information or clarification of the Application Form. If further time is required beyond that given in the extension period then go to step 9. If further time is not required go to step 13 | 1 WD before deadline for submission of additional information |  | Applicant |  |
| 12 | Inform Applicant that additional time has not been granted with a reason | Within 1 WD of receipt for additional time | Registered post/fax | Market Operator | Applicant |
| 13 | Provide the additional information or clarification information requested | Within 20 WDs of request for information or such other time agreed with the Market Operator | Registered post/fax | Applicant | Market Operator |
| 14 | If further clarification is required go to step 7. If no further clarification required go to step 17 | Within 10 WDs of receipt of Application Form | Registered post/fax | Market Operator | Applicant |
| 15 | If required information is not received by the deadline  then go to step 16  Otherwise go to step 17 | Within 1 WD of failure to meet the agreed deadline | Registered post | Market Operator | Applicant |
| 16 | Deem the application to be withdrawn and inform the Applicant by sending a Deemed Withdrawn Notice  End of Process | Within 1 WD of failure to meet the agreed deadline | Registered post | Market Operator | Applicant |
| 17 | On receipt of all required information, and provided the Applicant fulfils the conditions for accession, the Market Operator provides the Applicant with a blank Accession Deed. | Within 10 WDs of final receipt of required information | Registered post | Market Operator | Applicant |
| 18 | Applicant signs, dates, and returns the Accession Deed to the Market Operator | Within 20 WDs of receipt or such other time agreed with the Market Operator | Registered post | Applicant | Market Operator |
| 19 | Market Operator signs and dates the Accession Deed, sending a copy to the Applicant | Within 10WD of receipt of signed Accession Deed | Registered post | Market Operator | Applicant |
| 20 | Applicant becomes a Party to the Code | On date specified in Accession Deed |  |  |  |
| 21 | Market Operator publishes the fact that the Applicant has/will become a Party | Within 2 Working Days of the completed Accession Deed | MO Website | Market Operator |  |

* + 1. Swimlane – Party Registration:

These swimlanes are provided as an illustration of the Procedural Steps. The Procedural Steps take precedence, in the event of conflict between the swimlanes and the Procedural Steps.



* 1. Participant and Unit Registration
     1. Overview

In order to become a Participant a Party (or Applicant) must register a Unit.

* + The process flow in Section 3.2.5 details the timelines and information involved in the registration of a Unit.
  + The Party (or Applicant) downloads a Registration Pack from the Market Operator Website. The Registration Pack includes the Participation Notice which can be used by the Party (or Applicant) to register its first or any subsequent Unit. The Registration Pack also includes the Deed of Charge and Account Security (with attached Notice of Assignment and Acknowledgment) which is required in relation to the SEM Collateral Reserve Accounts and the provision by the Participant of Credit Cover in the form of cash collateral pursuant to the Code. It also includes a REMIT Notification Form to appoint the Market Operator to report REMIT Data in accordance with paragraph 3.95.
  + The Party (or Applicant) completes the Registration Pack and submits it to the Market Operator via registered mail.
  + Where the Party (or Applicant) is registering a new Generator Unit, the Meter Data Provider shall validate the Meter Data for that Unit in accordance with the relevant Metering Code.
  + The Market Operator shall share all relevant Registration Data provided by the Party (or Applicant) with System Operators, Distribution System Operators, Interconnector Administrators or Meter Data Providers, as appropriate, for the purpose of confirmation that the relevant Registration Data matches equivalent Data held by them in order to facilitate, processing registration and participation in respect of the relevant Unit. The dependencies on System Operators, Distribution System Operators, Interconnector Administrators and Meter Data Providers are described in Section 3.2.4.
  + If the Party (or Applicant) fails to satisfy any part of the timelines or provision of required information or fails to comply with any applicable Account Security Requirements (including for the avoidance of doubt, the Deed of Charge and Account Security) in relation to Initial Credit Cover under the registration process, the Market Operator may withdraw the Participation Notice, sending a Deemed Withdrawn Notice to the Party by registered mail and shall refund the relevant portion of the Participation Fees.
  + Once all of the information requested has been provided and validated by the Market Operator and the Party is not in breach of the Code or the Framework Agreement, a Commencement Notice shall be sent by registered mail, to the Party, with a copy sent by email to each System Operator and the relevant External Data Provider.
  + During the registration process, the Market Operator shall receive data through fax and registered post. The Market Operator shall manually input the Unit information into the registration system. A Participant is given a status of ‘Pending’ and a classification of ‘Trading Participant’.
  + When the Commencement Notice is issued, the Participant is given a status of ‘Active’. The Units registered to the Participant will be eligible for trading as determined by their registered Effective Date. For Trading, a Unit will become effective at the start of a Trading Day which corresponds with the relevant Effective Date.
  + Once the Commencement Notice is issued, Participant staff that have been nominated as Users and have been allocated Digital Certificates as appropriate (Agreed Procedure 3 “Communication Channel Qualification”) will be able to access the Market Website and perform different actions depending on their roles. This is explained further in Appendix 2.
  + If a Participant subsequently registers additional Users, no additional Communication Channel Qualification shall be required in respect of these new Users. The User registration requirements will be approved by the Market Operator, and include application for, retrieval of and installation of a valid Digital Certificate for each new User. This is explained further in Appendix 2.
    1. Updating Registration Details

Participants may submit updates and modifications to registration information, with the exception of the data specified in section 2.6 above, in the Market Operator’s Isolated Market System via the Market Participant Interface (MPI) using the Communication Channel(s) for which they have been previously qualified. Updates using Type 2 Channel or Type 3 Channel communication will be carried out in accordance with Agreed Procedure 4 “Transaction Submission and Validation”.

An update request to registration data, with the exception of the data specified in section 2.6 above, shall be submitted at least 3 Working Days before it becomes effective. This does not include Default Commercial Offer Data or a subset of Default Technical Offer Data, further details of which are available in Agreed Procedure 4 " Transaction Submission and Validation". Where a Generator Unit has Priority Dispatch, the Participant can change the Generator Unit’s Generic Settlement Class from Predictable Price Maker to Predictable Price Taker and vice-versa or Variable Price Maker to Variable Price Taker and vice-versa, subject to 29 Trading Days’ notice, by submitting a Unit Registration update to the Market Operator.

All updates and requests submitted by the Participant shall be validated by the Market Operator (with agreement from the System Operators, Interconnector Administrator and/or Meter Data Providers as appropriate) before being approved and applied. Rejection and acceptance notifications are described in Agreed Procedure 4 " Transaction Submission and Validation".

* + 1. Key operational rules

Parties that have Generator Units and Supplier Units may register a single Participant that incorporates both types of Units, noting that they will be allocated separate Participant IDs to allow for invoicing compliant with VAT rules.

* + 1. Information and Validation of Information of Data by External Organisations

The procedure in 3.2.5 requires the provision of registration data to the Market Operator. The following table details those organisations external to the Market Operator, i.e. the System Operator, Distribution System Operator, Interconnector Administrator, and/or Meter Data Provider, that will facilitate registration by:

* + giving the Party (or Applicant) support to provide the required registration information and;
  + validating the information provided to the Market Operator within the timelines specified in this Agreed Procedure;
  + The Party (or Applicant) should liaise with the System Operator, Interconnector Administrator, and/or Meter Data Provider as appropriate prior to the submission of the Registration Pack to facilitate the validation of the registration data within 20 Working Days by the relevant external organisations; or
  + Units will be required by the System Operator to be compliant with the Grid Code and/or Distribution Code as appropriate.

| Unit Type | Registration Configuration | Availability of Market Data | Confirm Active Date: Step 25 in 3.2.5 |
| --- | --- | --- | --- |
| Supplier Unit | Retail Meter Data Provider confirms retail market eligibility | Retail Meter Data Provider: MDvh | Retail Meter Data Provider |
| Generator Unit (Transmission Connected, non-Autonomous) | System Operator confirms that the relevant Registration Data and Technical Offer Data of Generator Unit matches the equivalent data held by the System Operator | System Operator: Dispatch Instructions, Availability  System Operator as Meter Data Provider: MGuh | System Operator |
| Generator Unit (Distribution Connected, non-Autonomous) | System Operator confirms that the relevant Registration Data and Technical Offer Data of Generator Unit matches the equivalent data held by the System Operator | System Operator: Dispatch Instructions, Availability  System Operator as Meter Data Provider: MGuh | System Operator |
| Generator Unit (Transmission Connected, Autonomous) | System Operator confirms that the relevant Registration Data and Technical Offer Data of Generator Unit matches the equivalent data held by the System Operator | System Operator as Meter Data Provider: MGuh | System Operator |
| Generator Unit (Distribution Connected, Autonomous | Retail Meter Data Provider confirms relationship between Generator and Generator Unit | Retail Meter Data Provider: MGuh | Retail Meter Data Provider |
| Generator Unit (Distribution Connected, Autonomous | Distribution System Operator confirms that the relevant Registration Data and Technical Offer Data of Generator Unit matches the equivalent data held by the Distribution System Operator |  | Distribution System Operator |
| Trading Site: Generator Unit / Supplier Unit configurations (Transmission Connected) | Transmission System Operator confirms configuration of Registration Data matches with the Connection Agreement | System Operator as Meter Data Provider, Retail Meter Data Provider MDvh | Retail Meter Data Provider and System Operator as Meter Data Provider |
| Trading Site: Generator Unit / Supplier Unit configurations (Distribution Connected) | Distribution System Operator confirms configuration of Registration Data matches with the Connection Agreement | Retail Market Operator: MDvh | Retail Meter Data Provider |
| Interconnector Unit | Interconnector Administrator confirms Participant is an Interconnector User | Interconnector Administrator | Interconnector Administrator |
| Demand Side Unit | System Operator confirms that the relevant Registration Data and Technical Offer Data of Generator Unit matches the equivalent data held by the System Operator | System Operator: Dispatch Instructions, Availability  Retail Meter Data Provider: MDvh | Retail Meter Data Provider and System Operator as Meter Data Provider |
| Aggregated Generator Unit (Predictable Price Maker or Predictable Price Taker, Variable Price Maker or Variable Price Taker, Transmission and/or Distribution Connected) | System Operator confirms relationship between relevant Generators, Aggregated Generator Unit, and Generator Aggregator as contained in the Generator Aggregator System Operator Agreement | System Operator: Dispatch Instructions, Availability  System Operator as Meter Data Provider: MGuh | System Operator, and System Operator as Meter Data Provider |

**3.2.5 Unit Classification**

A Party (or Applicant, as applicable) may apply to register a Generator Unit as:

* + a Variable Price Maker Generator Unit, or
  + a Variable Price Taker Generator Unit,

only if an Operational Readiness Confirmation has been received by the Party (or Applicant, as applicable) in accordance with Section 2.33 of the Code. In accordance with Section 2.53A of the Code, a Party may apply to register as Autonomous Generator Unit until such time as this Operational Readiness Confirmation has been granted. The Unit must, upon receipt of this Operational Readiness Confirmation, apply to change its classification to a Variable Price Maker/Taker Generator Unit. Change of Unit Classification is dealt with in Section 3.9 of this Agreed Procedure.

* + 1. Procedural Steps

| # | | Procedural Step | | Timing | | Method | | By/From | | | To | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **Stage 1: Application** | |  | |  | |  | | |  | |
| 1.1 | | Retrieve Participation Notice and Registration Pack (including the *Deed of Charge and Account Security* and the *Notice of Assignment and Acknowledgment*), confirm required information with external organisations with reference to table in 3.2.4 | | As Required | | Download from the MO Website, Communication with external organisation | | Party or Applicant | | | System Operator, Meter Data Providers, Interconnector Administrator | |
| 1.2 | | Complete Participation Notice and Registration Pack, interacting with System Operator, Interconnector Administrator, and Meter Data Providers as appropriate | | As Required | | - | | Party or Applicant | | |  | |
| 1.3 | | Submit Participation Notice and completed Registration Pack and the required Participation Fees in the form of a bank draft. Where the Unit is being registered by an Intermediary then the Nominating Party shall submit a duly executed Form of Authority. The Registration Pack will detail how to commence completion of certain eligibility requirements. | | As Required | | Email and Registered Post | | Party or Applicant | | | Market Operator | |
| 1.4 | | * Receive/Check Participation Notice, Registration Pack and any Form of Authority. If Registration Fee is not included with Registration Pack, go to step 1.5 * If there are omissions in the required information, advise Party or Applicant, go back to step 1.2. * Otherwise go to step 1.7 | | As Required | |  | | Market Operator | | | Party or Applicant | |
| 1,5 | | Advise Party (or Applicant) that the Registration Pack has been rejected. | | Within 1 WD of receipt of Registration Pack | | Email/Registered post | | Market Operator | | | Party or Applicant | |
| 1.6 | | Refund any Participation Fees entitled to be refunded.  End Process: Unit Registration Cancelled | | Within 10 WDs | | Email/Registered Post | | Market Operator | | | Party or Applicant | |
| 1.7 | | Issue Confirmation of Receipt of Application  End of Stage 1 | | Within 2 WDs of receiving the Registration Pack | | Email/Registered Post | | Market Operator | | | Party or Applicant | |
|  | | **Stage 2: Review & Validation** | |  | |  | |  | | |  | |
| 2.1 | | Generate Participant ID, Account ID and Unit ID and map the relevant ID for REMIT reporting as required and issue IDs to Applicant. | | As Required | | Email | | Market Operator | | | Party or Applicant | |
| 2.2 | | Inform Applicant of all the agreements that need to be in place before a Unit can become effective in the market | | Within 1 WD of Stage 2 commencing | | Email | | Market Operator | | | Party or Applicant | |
| 2.3 | | The Applicant confirms the following (where applicable):   1. TUoS / DUoS application in progress 2. Submission of EDIL Data in progress 3. Metering is in place 4. Discussions with Interconnector Administrator in progress for registering Interconnector Users 5. Contact TSO or Interconnector Owner regarding credit cover requirements 6. The preferred method (either Letter of Credit or Cash Collateral) for providing Required Credit Cover | | Within 15 WD of notification of agreements that need to be in place prior to Unit being effective in the market | | Email | | Party or Applicant | | | Market Operator | |
| 2.3a | | A completed REMIT Notification Form is required to appoint the Market Operator to report REMIT Data | | Within 15 WD prior to Trading Day of commencement of REMIT reporting | | Email | | Party or Applicant | | | Market Operator | |
| 2.4 | | Issue Initial Credit Cover Requirement (ICCR) and Banking Details Confirmation Letter (BDCL) | | Within 2 WDs of Step 2.1 | | Email/Registered Post | | Market Operator | | | Party or Applicant | |
| 2.5 | | Send completed Registration Pack and all relevant IDs to the relevant System Operator, Interconnector Administrator, and/or Meter Data Provider | | Within 2 WDs of Step 2.1 | | Email | | Market Operator | | | System Operator / Meter Data Provider / Interconnector Administrator | |
| 2.6 | | Check Registration Data provided by Participant, as set out in the Registration Pack;   * Identify if there are any issues and clarifications required with information provided, if so, advise Market Operator and go to step 2.7 * Otherwise, confirm it is complete, and commence work on MDP/SO systems and processes to achieve Unit Registration. Go to Step 2.10 | | Within 15 WDs of SO receipt of Registration Pack from MO. | | Email | | System Operator / Interconnector Administrator / Meter Data Provider | | | Market Operator | |
| 2.7 | | Inform Applicant of any clarifications or information needed. | | Within 2 WDs of request for clarification from SO/IA/MDP | | Email | | Market Operator | | | Party or Applicant | |
| 2.8 | | Provide all necessary clarifications or additional information requested. | | Within 5 WDs of request for clarification from MO | | Email | | Party or Applicant | | | Market Operator | |
| 2.9 | | Send appropriate information from clarifications to the relevant System Operator, Interconnector Administrator, and relevant Meter Data Provider. Return to Step 2.6 | | Within 1 WD of receipt of clarifications from the Applicant | | Email | | Market Operator | | | System Operator / Interconnector Administrator / Meter Data Provider | |
| 2.10 | | Have all requirements for Stage 2 been met?   * If Applicant requirements have not been met go back to Step 2.2 * If Registration Pack has not been checked then go back to Step 2.6 * If all requirements have been met this completes Stage 2   End of Stage 2  **Stage 3: Participant Readiness** | |  | |  | |  | | |  | |
| 3.1 | | Organise initial Unit Registration meeting for the purposes of:   * + identification of a possible Meter Data Export Date   + Propose an Effective Date   (Note: Steps 3.2 and 3.4 are triggered in tandem after this step | | Within 1 WD of completion of Stage 2 | | Conference Call/ Meeting | | Market Operator | | | System Operator, External Data Provider(s),  Party or Applicant | |
| 3.2 | | Provide written confirmation of outstanding requirements, data and documents relating to the registration. | | Within 1 WD of Initial Meeting | | Email | | Market Operator | | | Party or Applicant, System Operator, Interconnector Administrator, Meter Data Provider | |
| 3.3 | | Check responses from the Applicant based on written confirmation of outstanding issues:   * If all Applicant requirements from the Initial Meeting have been satisfied within 20 WDs, go to Step 3.6 * If all requirements have not been satisfied within 20 WDs, return to Step 3.1 | | Within 20 WDs of written confirmation of outstanding issues | | Email /Telephone | | Market Operator | | | Party or Applicant, System Operator, Interconnector Administrator, Meter Data Provider | |
| 3.4 | | Commence work on Operational and System(s) readiness | | Within 1 WD of Initial Meeting | |  | | System Operator, Interconnector Administrator, Meter Data Provider | | |  | |
| 3.5 | | Check responses from the System Operator/Interconnector Administrator/Meter Data Provider based on requirements from the Initial Meeting.   * If all requirements have been satisfied within 20 WDs go to Step 3.6 * If all requirements have not been satisfied within 20 WDs return to Step 3.1 | |  | |  | |  | | |  | |
| 3.6 | | Have all requirements for Stage 3 been met?   * If all requirements haven’t been met then go back to Step 3.1 * Otherwise if all requirements have been met this completes Stage 3   End of Stage 3 | |  | |  | |  | | |  | |
| 4.1 | | Organise final Registration meeting with all relevant Parties to determine the Effective Date and discuss any outstanding clarifications or issues.   * If there are no outstanding issues, continue from step4.2 and 4.3 in tandem. * If there are outstanding issues, Party (or Applicant), System Operator, Meter Data Provider, and/or Interconnector Administrator work together to resolve the issue, with the Market Operator coordinating and facilitating meetings and communication contacts, the process is on hold until issue resolved. * If the registration is withdrawn all parties are informed and the process ends | | 1 WD after Stage 3 completion | | Conference call, Meeting or email | | Market Operator | | | Participant, System Operator, Interconnector Administrator, Meter Data Provider | |
| 4.2 | | Post Required Credit Cover (RCC) based on Agreed Procedure 9 “Management of Credit Cover and Credit Default”. If any RCC is in the form of cash deposited in SEM Collateral Reserve Accounts, complete and enter into the Deed of Charge and Account Security (including relevant Notice of Assignment and Acknowledgement) on the same day the cash collateral is posted.   * If Credit Cover is not posted according to timelines, go back to step 4.1 | | As early as possible but at least 10 Working Days prior to the Effective Date | | - | | Party | | | Market Operator | |
| 4.2a | | If Initial Credit Cover is in the form of cash deposited in SEM Collateral Reserve Accounts, the Applicant furnish to the Market Operator (i) original Deed of Charge and Account Security executed by Participant and (ii) original Notice of Assignment executed by Participant | | Within 5 WDs of Step 4.2 | | Registered Post | | Party or Applicant | Market Operator | |
| 4.3 | | Issue written confirmation that all outstanding actions have been completed and confirm Final Effective Date | | Within 5 WDs prior to the Effective Date | | Email | | Market Operator | | | Party or Applicant, System Operator, Interconnector Administrator, Meter Data Provider | |
| 4.4 | | If the Unit is a Generator Unit, the System Operator provides DLAFs, TLAFs and CLAFs from the Effective Date. | | As early as possible but at least 2 WDs prior to the Effective Date | | Type 3 Channel | | System Operator | | | Market Operator | |
| 4.5 | | Issue a Commencement Notice to the Party and a copy to System Operators and External Data Provider(s) | | As early as possible but at least 4 working days prior to the Effective Date | | Registered Post and Fax (to Party), Email to System Operators & External Data Provider(s) | | Market Operator | | | Party, each System Operator,Interconnector Administrator, the appropriate External Data Provider(s) (see Section3.2.4) | |
| 4.6 | | Maintain and publish list of registered Units in accordance with Agreed Procedure 6 “Publications”. | | As early as possible prior to the Effective Date | | MO Website | | Market Operator | | |  | |
|  | |  | |  | |  | |  | | |  | |
|  | |  | |  | |  | |  | | |  | |
|  | |  | |  | |  | |  | | |  | |
|  | |  | |  | |  | |  | | |  | |
| 4.7 | | Complete Meter Data validation. | | Subsequent to Effective Date; see Meter Data Validation Date Glossary Definition | | Email | | Meter Data Provider | | | Market Operator, Party (or Applicant) | |
| 4.8 | | Communicate Meter Data Validation Date to Market Operator and to the Participant. | | On Meter Data Validation Date | | Email | | Meter Data Provider | | | Market Operator, Party (or Applicant) | |
| 4.9 | | Update Meter Data if required, in accordance with Section 6 of the Code and AP13: Query Generation and resubmit Meter Data to the Market Operator  End Process: Unit Registration Complete | | Ad hoc | | Email | | Meter Data Provider | | | Market Operator | |

**3.2.6 Swimlane- Unit Registration: Stage 1- Application**



**3.2.7 Swimlane – Unit Registration: Stage 2 – Review**



**3.2.8 Swimlane – Unit Registration: Stage 3 – Participant Readiness**



**3.2.9 Swimlane – Unit Registration: Stage 4 – Go Live**

* 1. Intermediary Registration

A Unit Owner may nominate an Intermediary to become a Party to the Code and a Participant in respect of its Generator Units (with the exception of the Interconnector Residual Capacity Unit and the Interconnector Error Unit which will be registered to the relevant Party as defined by the Code).

The Unit Owner is required to complete a Form of Authority for the Intermediary, and the Intermediary must obtain Regulatory Authority consent. The Intermediary will provide this Form of Authority and proof of the Regulatory Authority consent with the Application Form to the Market Operator in step 3 of process 3.1.2 (Party accession), and again with the Registration Pack in step 3 of process 3.2.5 (Unit Registration).

The Intermediary shall otherwise follow the standard processes for registering as a Party and registering Units. The Intermediary removal process is detailed in section 3.6.

* 1. Registration of Special Units
     1. Supplier of Last Resort

This Supplier of Last Resort (SoLR) process details:

* + The manner in which a Supplier Unit ceases Trading following the expiration of the Supplier Suspension Delay Period.
  + The requirements for retail Meter Data Providers to facilitate this process.

A single SoLR Supplier Unit per Jurisdiction will be registered by the Supplier of Last Resort using the same process as a Participant registering a Unit with the exception that the SoLR Supplier Unit will not be actively trading. Therefore, the Supplier of Last Resort will not receive Settlement Statements or Invoices in respect of this Unit until the SoLR Supplier Unit is made effective. This occurs as set out in the process below. At a high-level, this process requires the retail Meter Data Providers to have completed the removal of the final customers from the Suspended Supplier Units by the end of the Supplier Suspension Delay Period.

In the event that there are multiple defaults occurring at or around the same time, all retail customers affected by these default events will be managed under one SoLR Supplier Unit.

The provisions for Adjusted Participant in Agreed Procedure 9 "Management of Credit Cover and Credit Default" will apply to the SoLR Supplier Unit once it becomes effective.

* + 1. Procedural Steps

| # | Procedural Step | Timing | Method | By/From | To |
| --- | --- | --- | --- | --- | --- |
| 1 | * Issue Suspension Order in respect of some or all of a Participant’s Units, containing the method to remedy the Default that led to the Suspension Order, and the Suspension Delay Period | As Required | Fax/ Registered Post | Market Operator | System Operator, Distribution System Operator, Meter Data Provider, affected Participants, Interconnector Administrator, Regulatory Authorities |
| 2 | Publish Suspension Order | * No later than two Working Days   after issue of Suspension Order | Website | Market Operator |  |
| 3a | Assuming that the Suspension Order is not lifted for any reason before this step, the Regulatory Authorities will direct the retail Meter Data Providers that all demand represented by that Supplier Unit shall be met by the Supplier of Last Resort | As required, at least 5 days before the expiry of the Supplier Suspension Delay Period | Fax/ Registered Post | Regulatory Authorities | Meter Data Provider, Market Operator |
| 3b | If the Suspension Order is lifted by Regulatory Authorities, send a confirmation notice to the Market Operator, retail Meter Data Providers and affected Participant.  End Process | As required, at least 5 days before the expiry of the Supplier Suspension Delay Period | Fax/ Registered Post | Regulatory Authorities | Meter Data Provider, Market Operator, affected Participant |
| 3c | If the Suspension Order is lifted by Participant rectifying the underlying Default, send a notice to that effect to the Regulatory Authorities and retail Meter Data Providers.  End Process | As required, at least 5 days before the expiry of the Supplier Suspension Delay Period | Fax/ Registered Post | Market Operator | Regulatory Authorities, Meter Data Provider |
| 4 | Set the SoLR Supplier Unit to be effective for trading on the day on which the retail SoLR process begins | Prior to the running of Settlement for the day following the expiry of the Suspension Delay period | Manual update of registration details | Market Operator |  |
| 5 | Inform retail Meter Data Providers of the effective SoLR Supplier Unit | After receipt of the commence retail SoLR process | Fax/ Registered Post | Market Operator | Meter Data Providers |
| 6 | Begin transfer of the customers of the Suspended Supplier Units to the SoLR Supplier Unit (or other Suppliers which the customers of the Suspended Supplier Units may have chosen according to the rules of the retail SoLR process). | After the expiry of the Suspension Delay period, prior to the running of the Meter Data aggregation for Settlement for the day following the expiry of the Suspension Delay period, | Type 3 Channel as per AP16 | Meter Data Providers | System Operator, Meter Data Provider, Regulatory Authorities |
| 7 | Send Meter Data for defaulting Supplier Units (with decreasing volumes) and data for the effective SoLR Supplier Unit (with increasing volumes) to the Market Operator for Indicative Settlement | Under normal data submission timelines, during the 5 day period between the effective date of the commence retail SoLR process and the expiry of the Suspension Delay Period | Type 3 Channel as per AP16 | Meter Data Providers | Market Operator |
| 8a | If Suspension Order lifted by the Regulatory Authorities, send notice to Market Operator, retail Meter Data Provider, affected Participant, but continue this process, but exclude step 11a | As required, completed within 5 days of the end of the Suspension Delay Period | Fax/ Registered Post | Regulatory Authorities | Retail Meter Data Provider, Market Operator, affected Participant |
| 8b | If Suspension Order is lifted by Participant rectifying the underlying Default, send notice to that effect to Regulatory Authorities and retail Meter Data Providers.  End Process | As required, completed within 5 days of the end of the Suspension Delay Period | Fax/ Registered Post | Market Operator | Regulatory Authorities, retail Meter Data Provider |
| 9 | Continue and complete the transfer of customers until the Suspended Supplier Units contain no customers. If all final customers are removed from the Suspended Supplier Units, send over “zero-populated” meter data for those Supplier Units. All customers’ transfer will be effective on the day of transfer in the retail market. | As required, completed before the expiry of the Suspension Delay Period | Manual/ automated retail processes | Retail Meter Data Providers |  |
| 10 | Confirm that all Supplier Units subject to the Suspension Order now contain zero data | By the day before the Supplier Suspension Order takes effect | Fax | Retail Meter Data Providers | Market Operator |
| 11a | Market Operator deregisters all Suspended Supplier Units | Before MDP aggregation commences for the day after the last day of the Suspension Delay Period | Manual / automated retail processes | Market Operator |  |
| 11b | Market Operator reconfigures all Trading Site configurations with the Suspended Supplier Units so that the SoLR Supplier Unit is an Associated Supplier Unit for affected Trading Sites. | Before MDP aggregation commences for the day after the last day of the Suspension Delay Period | Manual / automated retail processes | Market Operator |  |
| 12 | Market Operator confirms configuration changes  Remove Suspended Supplier Units from retail market. Deregister Suspended Units in the wholesale market following the expiry of the Suspension Delay Period | Before MDP aggregation commences for the day after the last day of the Suspension Delay Period | Fax | Market Operator | Retail Meter Data Providers |
| 13 | Retail Meter Data Providers deregister the Suspended Supplier Units from the retail systems | Before MDP aggregation commences for the day after the last day of the Suspension Delay Period | Manual / Automated Process | Retail Meter Data Providers |  |
| 14 | Retail Meter Data Providers only supply Meter Data aggregations for Effective Supplier Units (note depending on Step 8a and 8b, this may include the Supplier Units which were subject to the Suspension Order) | For all days Meter Data aggregations following the expiry of the Suspension Delay Period, following the timeline in AP16 | Type 3 Channel as per AP16 | Retail Meter Data Providers | Market Operator |

* + 1. Registration of Error Supplier Unit

An Error Supplier Unit shall be registered in each Jurisdiction by the Party that is required by its Licence to register such a Unit. Each Error Supplier Unit shall be registered in the same manner as any other Unit.

* + 1. Registration of Interconnector Units

A Party shall register the Interconnector pursuant to the Code, following the same process as a Participant registering a Unit. As part of the data provided in its Participation Notice, the registering Party shall provide the Interconnector Registration Data.

. A Participant (or Applicant) shall register one Interconnector Unit per Gate Window for a given Interconnector. Each Interconnector Unit is registered by the Party (or Applicant) using the same process as for any other Unit, noting the interactions with the Interconnector Administrator in Section 3.2.4. All Interconnector Units in respect of an Interconnector registered within a particular Jurisdiction shall be registered to a single Account ID for each Participant.

* + 1. Registration of an Aggregated Generator Unit

As set out under Paragraph 5.195 of the Code, a Generator Aggregator may register or procure the registration of an Aggregated Generator Unit, subject to the consent of the Regulatory Authorities and the Generator Aggregator entering into an agreement with the relevant Regulatory Authority whereby the Generator Aggregator agrees to comply with the same obligations in relation to participation in the Single Electricity Market as a licensed Generator would be required to comply with.

The Generator Aggregator will provide proof of the Regulatory Authority consent with the Application Form to the Market Operator in step 3 of process 3.1.2 (Party accession), and again with the Registration Pack in step 3 of process 3.2.5 (Unit Registration). The Regulatory Authority consent notification will set out the details of when the agreement referred to in 5.195.2 will come into effect, being before the Effective Date for the Generator Aggregator Unit to commence operation in the SEM.

The Generator Aggregator shall, unless otherwise specified in the Code, follow the standard processes registering as a Party and registering Units.

* 1. Participant and Unit Deregistration
     1. Overview

The Participant may choose to deregister any Unit registered in its name at any time by submitting a Deregistration Form to the Market Operator.

The Market Operator shall review the Deregistration Form, in conjunction with the appropriate MDP and/or System Operator, following which the Market Operator shall make a decision to approve or reject the Deregistration request in respect of the Unit(s). Once a decision has been made, the Market Operator shall notify the Participant by registered mail issuing a Deregistration Consent Order. The Market Operator shall permit the Deregistration of Units if all amounts due and payable by the relevant Party in respect of the relevant Units have been paid in full, up to and including the date of Termination and, in respect of Supplier Units, where the provisions of the applicable Metering Code have been complied with. If the provisions of the Metering Code have not been complied with, the Deregistration of Units shall be delayed until the relevant conditions are complied with, or until the Participant indicates that the Deregistration of those Units is no longer required. All the processes relative to the period when the Unit was active continue. This includes market Resettlement, invoices related to this, and Credit Cover requirement to cover for exposures related to the Settlement Reruns.

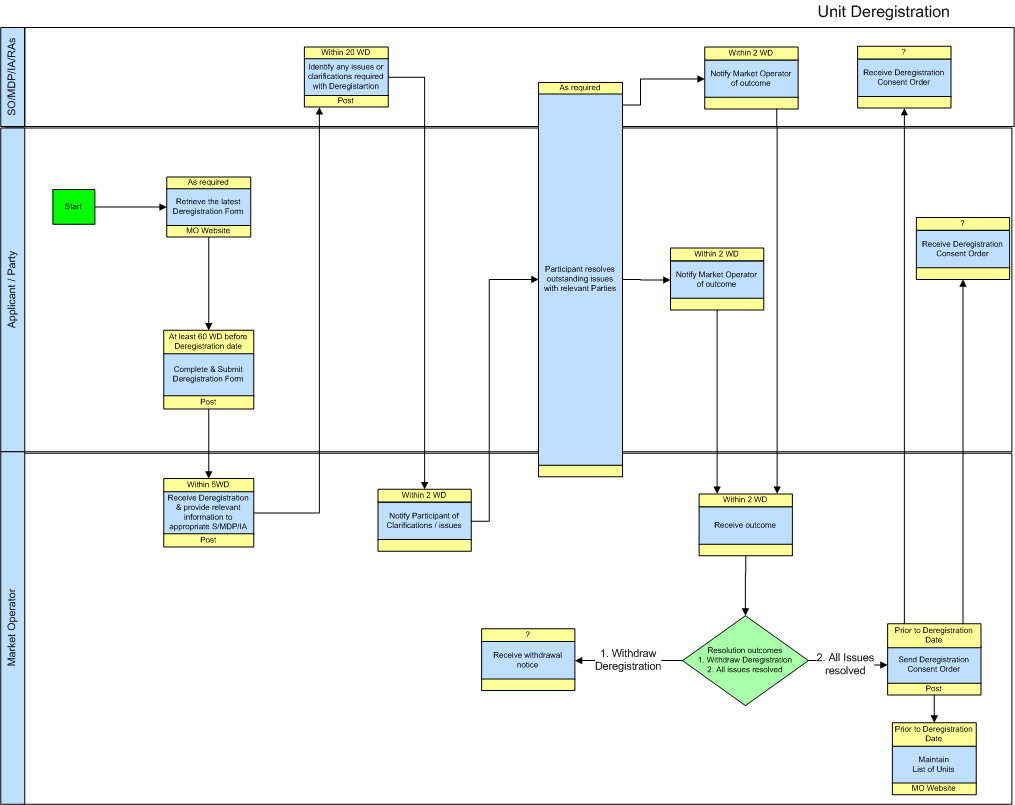
Once the Deregistration request is approved for all Units registered to the Participants, the Participant is granted with the status ‘Cancelled’ and an effective end date.

* + 1. Procedural Steps

| # | Procedural Step | Timing | Method | By/From | To |
| --- | --- | --- | --- | --- | --- |
| 1 | Retrieve Deregistration Form from MO Website | As Required | MO Website | Participant |  |
| 2 | Participant submits completed form | At least 60 WDs in advance of the proposed Deregistration date | Registered Post | Participant | Market Operator |
| 3 | Submit appropriate Deregistration details to relevant System Operator / Meter Data Provider / Interconnector Administrator | Within 5WDs of receipt of Deregistration Form | Email/Registered Post | Market Operator | System Operator / Meter Data Provider / Interconnector Administrator |
| 4 | Respond to Deregistration request details either confirming compliance with relevant Metering Code or raise issues with respect to the Deregistration | Within 20 WDs of receipt of Deregistration details from MO | Email/Registered Post | System Operator / Meter Data Provider / Interconnector Administrator | Market Operator |
| 5 | Notify Participant of raised issues | Within 5 WD | Email/Registered Post | Market Operator | Participant |
| 6 | Participant leads resolution of the issues with System Operator / Meter Data Provider / Interconnector Administrator | As required | Email/ telephone/ Meetings | Participant, Market Operator, System Operator, Meter Data Provider, Interconnector Administrator |  |
| 7 | Participant and Party raising issue confirm the outcome of the resolution (either (1) all outstanding issues resolved, or (2) Deregistration of the Unit is no longer required. | Within 2 WD | Email | Participant, System Operator, Meter Data Provider, Interconnector Administrator | Market Operator |
| 8 | If all outstanding issues resolved got to step 9  If Deregistration is no longer required – end of process | - | - | Market Operator |  |
| 9 | Market Operator sends Deregistration Consent Order to Participant and System Operator, Meter Data Provider, Interconnector Administrator, and Regulatory Authorities | Prior to Deregistration date | Registered Post | Market Operator | Participant, System Operator, Meter Data Provider, Interconnector Administrator, Regulatory Authorities |
| 10 | Where Deregistration Consent Order has been issued, maintain and publish list of registered Units in accordance with Agreed Procedure 6 “Publications” | Prior to Deregistration date |  | Market Operator |  |

* + 1. Swimlane – Unit Deregistration:

These swimlanes are provided as an illustration of the Procedural Steps. The Procedural Steps take precedence, in the event of conflict between the swimlanes and the Procedural Steps.



* 1. Intermediary Removal
     1. Overview

Three cases of removal of an Intermediary are possible:

* + Case 1: an Intermediary’s consent is revoked by the Regulatory Authorities, or the expiration of Form of Authority
  + Case 2: an Intermediary wishes to voluntarily de-register any or all of the Units
  + Case 3: an Intermediary ceases participating in respect of any Units without first voluntarily de-registering the Units or the Unit Owner wishing to revoke the Intermediary

The Market Operator will deregister the Units in all cases.

In all cases, the Unit Owner may either (subject to Regulatory Authority consent) either procure a substitute Intermediary to reregister the Units or may reregister the Units itself and become the Participant in respect of those Units, unless

* + The Unit is decommissioned; or
  + The Unit is below de minimis and the Unit Owner does not wish the Unit to be registered to a Participant in the SEM.

Note that in any event, the removed Intermediary continues to be bound by the enduring obligations of the Code in respect of the deregistered Units. However, where the Intermediary had appointed the Market Operator to report REMIT Data on its behalf, this will cease on the date of removal.

* + 1. Procedural Steps

| # | Procedural Step | | Timing | Method | By/From | To |
| --- | --- | --- | --- | --- | --- | --- |
| 1a | Intermediary’s Form of Authority is revoked by Regulatory Authorities, or expiration of Form of Authority communicated to Market Operator | | As Required, as soon as determined | - | Regulatory Authorities / Unit Owner | Market Operator |
| 1b | Market Operator Deregisters Units registered to the removed Intermediary | | On the date of the Intermediary removal | - | Market Operator |  |
| 2a | Form of Authority retrieved from MO Website (Appendix R of Code) | | As Required | - | Unit Owner |  |
| 2b | Form of Authority completed and provided to Registering Party | | As Required | Registered Post | Unit Owner | Registering Party (to become the Intermediary) |
| 3 | Start at steps 3 of Unit Registration process in 3.2.5, returning to step 4 from step 26 where a Commencement Notice is issued to the new Intermediary, System Operators and External Data Provider(s). | | 60 WDs prior to revocation date of Form of Authority of old Intermediary, or prior to notification from Unit Owner of proposed effective date of removal of Intermediary | Registered Post | Registering Party | Market Operator |
| 4 | Previous Form of Authority returned to Intermediary to be removed with approval decision on Intermediary revocation | | Within 10 WDs of step 11 of Unit Registration process in 3.2.5. | Registered Post | Market Operator | Old Intermediary |
| 5 | | Issue a Commencement Notice to new Intermediary to the Party and a copy to System Operators and External Data Provider(s) | Within 10 WDs of step 11 of Unit Registration process in 3.2.5 | Registered Post and Fax (to party), Email (to System Operators & External Data Provider(s) | Market Operator | Registering Party, each System Operator, the appropriate External Data Provider |
| 6 | | Post Required Credit Cover | Prior to the Effective Date | - | Intermediary | Market Operator |
| 7 | | If Required Credit Cover is posted prior to Effective Date then end of process  Otherwise go to step 8 | Effective Date – 1 WD |  |  |  |
| 8 | New Form of Authority returned to Registering Party with rejection decision on Intermediary revocation | | Within 1 WD of step 7 | Registered Post | Market Operator | Registering Party |
| 9 | Refund any Participation Fees entitled to be refunded. | | Within 10 WD | Registered Post | Market Operator | Registering Party |

* 1. Unit Suspension Processes
     1. Overview

The Unit Suspension process is set out in the Code.

The process commences when the Suspension Order is issued by the Market Operator to the Participant in respect of some or all its Units for reason of Default under the Code. The terms of the Suspension Order allow a Suspension Delay Period for the Participant to rectify the Default. At the end of the Suspension Delay Period (assuming the Default has not been rectified), the Units specified in the Suspension Delay Period are deregistered. See Section 3.4.1 for the Supplier of Last Resort process where a Supplier Unit is suspended.

* 1. Party Termination Processes
     1. Overview

There are two possible processes for Party Termination:

* + Voluntary Termination: in this scenario, the Party must provide 90 Days notice, obtain the consent of the Regulatory Authorities, and comply with the Unit Deregistration procedure (section 3.5). The Market Operator issues a Voluntary Termination Consent Order with an effective date once all criteria have been fulfilled.
  + Involuntary Termination: in this scenario, the Market Operator issues a Termination Order to the Party in question with Regulatory Authority approval when a Participant has not complied with the terms specified in a Suspension Order, and all its Units have been Suspended.
  1. Change of Unit Generic Settlement Class

Changes in Unit Classification is triggered by a Participant request in accordance with paragraph 2.56a of the Code. The Participant must provide 29 days notice of its intent to reclassify each Unit(s), and submit any additional information which is required by the Market Operator to enable the new Unit Classification including a completed REMIT Notification Form where applicable should a Participant wish the Market Operator to report REMIT Data on its behalf. For each Classification change, the MO shall determine if all Eligibility requirements have been complied with.

* + 1. Procedural Steps

| # | Procedural Step | Timing | Method | By/From | To |
| --- | --- | --- | --- | --- | --- |
| 1 | Retrieve Classification change request from the MO website | As required | SEMO website | Party |  |
| 2 | Submit completed Classification change request form to MO along with any additional data or information relevant to the Classification change  Where the Unit has been registered by an Intermediary, then the Nominating Party shall submit the Classification change request | At least 29 WDs prior to the proposed reclassification date | Email | Party | Market Operator |
| 3 | Validate Classification change request; Send information from the Classification change request to the relevant System Operator, Interconnector Administrator, and/or relevant Meter Data Provider, | Within 2 WDs of receipt of Classification change request | Email | Market Operator | System Operator / Meter Data Provider / Interconnector Administrator |
| 4 | Determine if the Unit complies with eligibility requirements for the change of Classification.  Identify any additional information, issues and clarifications required around new Unit Classification and inform Party, continue from step 5.  Otherwise send proposed change of Classification date to all Parties and continue from step 7 | Within 5 WDs of receipt of Classification change request | Email | Market Operator, External Data Provider and System Operator | Market Participant |
| 5 | Respond to request for information or clarification | Within reasonable time | Email | Market Participant | Market Operator |
| 6 | If no response to request for information or clarification, terminate process, otherwise continue from step 7.  Otherwise, validate clarifications & responses from the Party/ System Operator |  | Email | Market Operator |  |
| 7. | Determine with the External Data Providers if a change in Data Provider is appropriate. If no change in External Data Provider, continue from step 10 | Within 5 WDs of receipt of Classification change request |  | Market Operator, External Data Provider /System Operator | External Data Provider |
| 8. | If additional time is required, send request to the MO, continue from step 10. | Within 7 WDs of receipt of Classification change request |  | Market Operator | Market Participant/ External Data Provider /System Operator |
| 9 | Confirm additional time request and advise all relevant Parties | Within 8 WDs of receipt of Classification change request | Market Operator | External Data Provider | Market Participant/ External Data Providers/ System Operator/ |
| 10 | Confirm the change of Classification date with all Parties | Within 10 WDs of receipt of Classification change request |  | Existing External Data Provider and New External Data Provider | Market Operator |
| 11 | Complete the change of Classification in all systems, recording the change of Classification date, inform all relevant Parties that this has been completed | At least 5 WDs prior to the proposed reclassification date | Email | Market Operator | Market Participant/ System Operator/ Interconnector Administrator/ Meter Data Provider |

1. DEFINITIONS and Abbreviations

Definitions

|  |  |
| --- | --- |
| **Accession Deed** | As defined in the Code |
| **Accession Fee** | As defined in the Code |
| **Account ID**  Account Security  Requirements | An identifier representing either a unique grouping of Generator Units or a unique grouping of Supplier Units. A Participant may have multiple Account IDs registered in the Central Market Systems.  As defined in the Code |
| **Adjusted Participant** | As defined in the Code |
| **Aggregated Generator Unit** | As defined in the Code |
| **Agreed Procedure** | As defined in the Code |
| **Applicant** | As defined in the Code |
| **Application Form** | Means the form available on the MO Website which is required to be completed by an Applicant to become a Party to the Code. |
| **Associated Supplier Unit** | As defined in the Code |
| **Bank Automated Clearing System, or BACS** | As defined in the Code. |
| Battery Storage Unit | As defined in the Code |
| **Certificate Authority** | As defined in Agreed Procedure 5 “Data Storage and IT Security” |
| **Change of Supplier** | AP1 – Note that this is a Retail Market term and may need to refer to Retail Market documentation for its definition. |
| **Clearing House Automated Payments System, or CHAPS** | As defined in the Code. |
| **Classification** | As defined in the Code |
| **Code** | As defined in the Code |
| **Commencement Notice** | As defined in the Code |
| **Communication Channel** | As defined in the Code |
| **Connection** | As defined in the Code (under Connected) |
| **Credit Cover** | As defined in the Code |
| **Currency Zone** | As defined in the Code |
| **Deemed Withdrawn Notice** | Notification provided by the Market Operator that an application for registration is being withdrawn |
| **Demand** | As defined in the Code |
| **Demand Side Unit** | As defined in the Code |
| **Deregistration** | As defined in the Code |
| **Deregistration Form** | A form that provides notice that a Participant requires the deregistration of a Unit |
| **Digital Certificate** | As defined in Agreed Procedure 5 “Data Storage and IT Security” |
| **Distribution System Operator** | As defined in the Code |
| **Effective Date** | As defined in the Code |
| **Electronic Funds Transfer, or EFT** | As defined in the Code. |
| **Error Supplier Unit** | As defined in the Code |
| **First Participation Information Notice** | As defined in the Code |
| **Form of Authority** | As defined in the Code |
| **Functional Area** | Means the different parts of the Market Participant Interface that Users may be provided access as set out in this Agreed Procedure. |
| **Generator** | As defined in the Code |
| **Generator Aggregator** | As defined in the Code |
| **Generator Aggregator System Operator Agreement** | As defined in the Code |
| **Meter Data Export Date** | As defined in the Code |
| **Generator Unit** | As defined in the Code |
| **Generic Settlement Class** | As defined in the Code |
| **Help Desk** | As defined in Agreed Procedure 11 "Market System Operation, Testing, Upgrading and Support" |
| **Interconnector** | As defined in the Code |
| **Interconnector Administrator** | As defined in the Code |
| **Interconnector Unit** | As defined in the Code |
| **Interconnector User** | As defined in the Code |
| **Intermediary** | As defined in the Code |
| **Invoice** | As defined in the Code |
| **Isolated Market System** | As defined in the Code |
| **Jurisdiction** | As defined in the Code |
| **Market Operator** | As defined in the Code |
| **Market Operator Charge** | As defined in the Code |
| **Market Participant Interface** | The function within the Market Operator’s Isolated Market System that interfaces to the Type 2 Channel and Type 3 Channel communications |
| **Meter Validation Date** | As defined in the Code |
| **MO Website or Market Operator Website** | The Market Operator’s website that is accessed by the general public and where information that is required to be published by the Market Operator can be accessed. |
| **Meter Data Provider** | As defined in the Code |
| **Netting Generator Unit** | As defined in the Code |
| **Nominating Party**  **Notice of Assignment and**  **Acknowledgement** | Means a Party who nominates an Intermediary to register its Unit as allowed under the Code  As defined in the Code |
| **Offer Data** | As defined in the Code |
| **Operational Readiness Confirmation** | As defined in the Code |
| **Participant** | As defined in the Code |
| **Participant ID** | An identifier that represents the unique grouping of Generator and/or Supplier Units to the entity defined as a Participant in the Code and is used in the Central Market Systems to calculate Required Credit Cover. |
| **Participation Fee** | As defined in the Code |
| **Participation Notice** | As defined in the Code |
| **Party** | As defined in the Code |
| **Party ID** | A unique identifier allocated by the Market Operator |
| **Party Name** | The name of the Party |
| **Priority Dispatch** | As defined in the Code |
| **Public Electricity Supplier** | The supplier of electricity to consumers within each Jurisdiction prior to market competition |
| **Pumped Storage Unit** | As defined in the Code |
| **Receiving Party** | As defined in the Code |
| **Registration Data** | As defined in the Code |
| **Registration Pack** | Documentation and information that assists with Party registration |
| **Regulatory Authorities** | As defined in the Code |
| **Remit Data** | As defined in the Code |
| **Remit Data Transactions** | As defined in the Code |
| **Rejection Notice** | As defined in the Code |
| **Required Credit Cover** | As defined in the Code |
| **Resettlement** | As defined in the Code |
| **Retail Market Operator** | The business group within ESB Networks or NIE T&D responsible for managing the retail market data, registrations, and deregistration between final consumers and Supplier Units. |
| **Settlement** | As defined in the Code |
| **Settlement Statement** | As defined in the Code |
| **Single Electricity Market** | As defined in the Code |
| **Supplier** | As defined in the Code |
| **Supplier of Last Resort** | As defined in the Code |
| **Supplier Suspension Delay Period** | As defined in the Code |
| **Supplier Unit** | As defined in the Code |
| **Suspension** | As defined in the Code |
| **System Operator** | As defined in the Code |
| **Termination** | As defined in the Code |
| **Termination Date** | As defined in the Code |
| **Termination Order** | As defined in the Code |
| **Trading Site** | As defined in the Code |
| **Trading Site Class** | The classification of a Trading Site. |
| **Trading Site Supplier Unit** | As defined in the Code |
| **Transmission Network** | As defined in the Code |
| **Type 1 Channel** | As defined in the Code |
| **Type 2 Channel** | As defined in the Code |
| **Type 3 Channel** | As defined in the Code |
| **Unit** | As defined in the Code |
| **Unit Owner** | As defined in the Code |
| **Unit Registration** | As defined in the Code |
| **User** | In relation to a Participant: a nominated member of the Participant staff who is authorised to utilise qualified communication facilities that interact with the Market Operator’s Isolated Market System;  In relation to the Market Operator: a member of the Market Operator staff who has been authorised to access specific parts of the Market Operator Isolated Market System. |
| **VAT** | As defined in the Code |
| **Working Day** | As defined in the Code |
| **Meter Point Registration Number** | As defined in the Code |

Abbreviations

|  |  |
| --- | --- |
| **AP** | Agreed Procedure |
| **DSO** | Distribution System Operator |
| **ESU** | Energy Supplier Unit |
| **IU** | Interconnector User |
| **MDP** | Meter Data Provider |
| **MO** | Market Operator |
| **MPI** | Market Participant Interface |
| **MPRN** | Meter Point Registration Number |
| **PES** | Public Electricity Supplier |
| **QH** | Quarter Hour |
| **RAs** | Regulatory Authorities |
| **RMO** | Retail Market Operator |
| **SEM** | Single Electricity Market |
| **SoLR** | Supplier of Last Resort |

1. Access Roles and Rights of Users

Access Roles Overview

The Participant defines the access roles and rights of its Users. Although the Participant is responsible for designating the read and write privileges of its Users to each of the Functional Areas of the Market Participant Interface, it is the Market Operator who approves all new Users and amendments to existing Users. (In this section, references to User relate to a User for a specific Participant).

A User must have a Digital Certificate obtained under Agreed Procedure 3 “Communication Channel Qualification” to access the Market Participant Interface, which will enable data submission by Type 2 or Type 3 communication. Each User will have a Digital Certificate which is tied to a Market Participant. For a User to be eligible to submit or view data for more than one Market Participant, they will need a different Digital Certificate for each relevant Market Participant.

Contact Types

At a minimum a Participant will have to define a primary contact, a scheduling contact, and a billing contact.

* + Contact Types:
* FullContact: Full access contact.
* MainContact: Main organisation contact.
* Invoicing: Financial, invoicing and banking contact.
* Settlement: Settlement and billing contact.
* Trading: Scheduling contact.
* Other: Contact for other functional areas.

Contacts will be registered and managed by Participants and approved by the Market Operator.

User Types

User Types is the selection of pre-defined roles providing access to specific Functional Areas.

* + User Types:
* FullUser: Full access User.
* MainContact: Main organisation User.
* Invoicing: Financial, invoicing and banking User.
* Settlement: Settlement and billing User.
* Trading: Scheduling User.
* Other: Users for other Functional Areas.

Users will be registered in the Market systems by Participants and assigned a User Types in respect of their role in the Market. The User with User Type “FullUser” will have the ability to establish and manage the access of its Users to each of the Functional Areas together with the access rights “Read -Only” or “Read-Write”. The “MainContact” is the User who is preloaded by the Market Operator during the registration process and has the same access rights as a “FullUser”. There is only one “MainUser” but can be many “FullUser”s.

The Market Participant Interface encompasses the following Functional Areas:

* + Trading
  + Registration
  + Settlements

The mapping of the different User Types to Functional Area is:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Functional Area | | |
| User Type | Registration | Trading | Settlements |
| **Main Organisation User** | Yes | Yes | Yes |
| **Full User** | Yes | Yes | Yes |
| **Registration** | Yes | - | - |
| **Trading** | - | Yes | - |
| **Invoicing** | - | - | Yes |
| **Settlement** | - | Yes | Yes |
| **Other** | Any combination of the above systems | | |

Access Rights (Read-Write, Read-Only)

Access Rights for each Functional Area

Each Functional Area has the following access rights which can be provided to Users.

|  |  |  |
| --- | --- | --- |
|  | Access Right | |
| Functional Area | Read-Only | Read-Write |
| **Trading** | - | Yes |
| **Registration** | Yes | Yes |
| **Settlements** | Yes | - |

The access right permissions are only relevant to the “Registration” Functional Area. Users given access to the “Trading” Functional Areas can only be given “Read-Write” access rights and those given access to the “Settlement” Functional Area can only be given “Read-Only.

Users are provided Read-Write access to “Registration” and will be able to access data for all Units for the relevant Participant.

Read-Only Access

A User with Read-Only access:

* + Is restricted only to that Participant’s data.
  + Can only view that Participant’s information in the relevant Functional Area but cannot submit any changes to the database.
  + Cannot view details of other Participants.
  + Any User with READ Only permission can edit the data on the web page but cannot submit changes to the database. The SUBMIT button will be disabled.

Read-Write Access

A User with Read-Write access:

* + Is restricted only to data relevant to this Participant.
  + Can view/add/edit only information relevant to this Participant.
  + Cannot view details of other Participants.
  + Can request to Apply/Reactivate/De-register, by setting the request type to an appropriate value. However, these changes are applied to the system only after it has been reviewed and accepted by the operator.

An Interconnector Administrator with Read-Write access:

* + Is restricted to Interconnector information.

Data Processing Entity

A Party, other than the Market Operator, may appoint a Data Processing Entity to submit Data Transactions, raise Data Queries and Settlement Queries and to view Settlement Statements.

If a Party appoints a Data Processing Entity they shall notify the Market Operator by submitting the following information:

* + Party name
  + name of person authorised to notify Market Operator of a Data Processing Entity
  + name of Data Processing Entity
  + tasks that can be carried out by the Data Processing Entity

The Market Operator shall acknowledge the submission within 2 days of its receipt. The Party may then treat the Data Processing Entity as a User restricted to the tasks that it allows it to undertake.

* + Access and permissions for the Data Processing Entity is set in the same as other Users in accordance with Agreed Procedure 3 “Communication Channel Qualification” for obtaining a Digital Certificate, this Agreed Procedure for setting the Functional Areas and access rights to the Market Participant Interface and Agreed Procedure 11 “Market System Operation, Testing, Upgrading and Support” for authorisations for fax and registered post communication permissions.

1. Registration Information communicated to Meter Data Provider Parties by the Market Operator

Overview

All communication of registration events between the Market Operator and the Meter Data Providers will follow the same timeline process:

1. **Working Day 1** – On behalf of the Participant, the Market Operator will contact the Meter Data Provider to confirm that the unit being referred to is correctly managed by that MDP. This will be a manual communication. This will set out a proposed effective date no earlier than 20 Working Days away. This occurs during the validation of the eligibility requirements during the registration of a Unit.
2. **Working Day 4** – Market Operator sends a fax with a notification form to the Meter Data Provider containing the information for the particular type of registration event. The full set of registration events is set out in the table below. This notice will contain the proposed effective date for the registration event, no earlier than 16 working days away.
3. **Working Day 6** – Confirmation from the Meter Data Provider is sent back to the Market Operator noting that the information for the registration event is understood. This is by fax.
4. **Working Day 17** - Final confirmation from Meter Data Provider to Market Operator that the proposed effective day in the fax on Working Day 4 is achievable. This final confirmation is by fax. If the proposed effective day cannot be met, the Meter Data Provider must clearly identify the reason why the proposed effective day is not possible and state a date by which the date is possible. The Market Operator has to take appropriate action to postpone effective date. The process stays at this step until the final confirmation is sent through by fax three Working Days before the effective date.
5. **Working Day 20 (or earliest effective date)** – This date represents the earliest activation data for which all parties involved in the management of meter data provision/receipt must target as their readiness date.

There are 15 standard registration events. The registration for SEM Go-live may follow a different process but should achieve identical registration results.

1. New Generator Unit Registered (or inclusion of a further Generation Site into an Aggregated Generator Unit)
2. New Supplier Unit Registered
3. New Trading Site Registered
4. Deregister a Generator Unit
5. Deregister a Supplier Unit
6. Deregister a Trading Site
7. Change of a Trading Site Demand from a Trading Site Supplier Unit to a different Trading Site Supplier Unit
8. Change of Trading Site Demand from a Trading Site Supplier Unit to an Associated Supplier Unit
9. Change of Trading Site Demand from an Associated Supplier Unit to a Trading Site Supplier Unit
10. Change of a Trading Site from non-firm access to firm access
11. Change of a Trading Site from firm access to non-firm access
12. Change of Trading Site Demand from an Associated Supplier Unit to a different Associated Supplier Unit
13. Cancellation of Change of Trading Site Demand from an Associated Supplier Unit to a different Associated Supplier Unit
14. Deregistration of Supplier Units due to a Termination Order
15. Notification of Meter Data Export Date and Meter Data Validation Date

The timelines for registration events numbered 12 to 15 are detailed explicitly below.

Timelines

| Registration Event | Prerequisites Market Operator check | Working Day 1 | Working Day 4 | By Working Day 6 | By Working Day 17 | Effective Date | Comment |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1. New Generator Unit Registered | Check to see if this is joining an existing Trading Site. | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.4 (to register the new Generator Unit) Section 5.5 (to update the Trading Site as necessary) by fax to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | The new Generator Unit may be an existing generator that has previously availed of the opportunity to not participate outside the SEM. |
| 2. New Supplier Unit Registered | None | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.3 (to register a new Supplier Unit) by fax to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider. See comment. | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | The Meter Data Provider will reject this request if the Supplier Unit is being registered by a party that does not have a supply licence, or has not undergone the retail registration process |
| 3. New Trading Site Registered | Generator Unit being registered simultaneously, Supplier Unit identified in Section 5,6 existing or being registered simultaneously | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.5 (to register the new Trading Site), Section 5.4 (to register a new Generator), Section 5.3 (if a new Supplier Unit registered for Trading Site), Section 5.6 (if an existing Supplier Unit is being used for the Trading Site) by fax to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider. See comment. | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | The MDP will reject this request if the Supplier Unit is being registered by a party that does not have a supply licence, or has not undergone the retail registration process |
| 4. Deregister a Generator Unit | Check that the Generator Unit had existed in SEM up to now. Check that the Trading Site rules are being maintained (i.e. all Generator Units on a Trading Site must all participate at the same time) | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.8 (to deregister the Generator Unit), Section 5.5 (if the Generator Unit is being decommissioned from a site where there are still other Generator Units); Section 5.12 (to deregister the Trading Site if the Generator Unit is the only Generator Unit on the Trading Site, Section 5.7 (if a Supplier Unit linked to a Trading Site is needs to be simultaneously deregistered with the Trading Site), Section 5.6 (if the Trading Site is deregistered and the Supplier Unit endures) by fax to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider. See comment. | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | The Metered Data Provider will have to ensure that this Generator Unit is being decommissioned if there are other Generator Units on the site, or is being re-registered simultaneously by another Party under the SEM. |
| 5. Deregister a Supplier Unit | Check that it is not part of a Trading Site. If it is, then one of the Change of Supplier for a Trading Site Processes (7, 8, or 9) is required instead. | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.7 (to deregister a Supplier Unit) by fax to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider. See comment. | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | The Meter Data Provider will reject this request if there is any MPRN in the Supplier Unit at Working Day 17 |
| 6. Deregister a Trading Site | Ensure that all Generator Units on the site are deregistered, that the Generator Units are de minimis or being decommissioned, or a parallel request to deregister/reregister these Generator Units have been made | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.12, accompanied by Section 5.8 for each Generator Unit being deregistered at the same time, and Section 5.7 for any supplier unit being deregistered at the same time, Section 5.6 for any supplier unit that continues to operate, but not as a Trading Site Supplier Unit or Associated Supplier Unit by fax to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | If the Supplier Unit is deregistered, it must have no MPRN. |
| 7. Change of a Trading Site Demand from a Trading Site Supplier Unit to a different Trading Site Supplier Unit | Ensure that the Generator Units are simultaneously deregistered, and reregistered to the same Party that owns the Trading Site Supplier Unit. Simultaneous change of old Trading Site Supplier Unit registration class, or deregistration of the Trading Site Supplier Unit, as appropriate.  Ensure that the new Trading Site Supplier Unit exists. | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.9 (to change the Supplier Unit). Section 5.7 (to deregister the Generator Units), Section 5.4 (to reregister the Generator Units to a different Participant), Section 5.6 (for the old Trading Site Supplier Unit to continue to operate), Section 5.7 (for any Trading Site Supplier Unit being deregistered), Section 5.3 (if a new Trading Site Supplier Unit exists) or Section 5.6 (if an existing Supplier Unit is to become the Trading Site Supplier Unit) by fax to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider. | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | The same Party that registers a Generator Unit and Trading Site must also register the Trading Site Supplier Unit. Therefore this can only occur where the Generator Units are re-registered by another Party |
| 8. Change of Trading Site Demand from a Trading Site Supplier Unit to an Associated Supplier Unit | Check that the Associated Supplier Unit is not another Trading Site Supplier Unit and that it exists.  Simultaneous deregistration of the old Trading Site Supplier Unit, or change of its class as appropriate. | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.9 (to change the class of the Supplier Unit), Section 5.7 (if a the old Trading Site Supplier Unit is deregistered), Section 5.6 (if the old Trading Site Supplier Unit is to endure as a different Supplier Unit) by fax to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider. | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | None |
| 9. Change of Trading Site Demand from an Associated Supplier Unit to a Trading Site Supplier Unit | Check that the Trading Site Supplier Unit is registered by the same participant as the Generator Units.  Potential simultaneous registration of a new Trading Site Supplier Unit, or change of a Supplier Unit’s class as appropriate.  Potential simultaneous deregistration of the Associated Supplier Unit | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.9 (to change the class of the Supplier Unit), Section 5.3 (if a new Supplier Unit is to be registered), Section 5.7 (if the old Associated Supplier Unit is deregistered), Section 5.6 (if the Trading Site Supplier Unit is an existing Supplier Unit) by fax to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider. | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | None |
| 10. Change of a Trading Site from non-firm access to firm | Appropriate validation of the registration data | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.5; Section 5.6 (for the relevant Supplier Units) to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider. | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | None |
| 11. Change of a Trading Site from firm access to non-firm | Appropriate validation of the registration data | Email / Phone call with proposed effective date to Meter Data Provider from Market Operator | Section 5.5; Section 5.6 (for the relevant Supplier Units) to Meter Data Provider from Market Operator | Acknowledgement that form is complete by fax to Market Operator from Meter Data Provider | Acknowledgement that go-active date is complete by fax, or alternative date provided with reasons why to Market Operator from Meter Data Provider. | Cut-over by Market Operator and Meter Data Provider. Phone call to confirm successful cut-over even if no rejection of Meter Data Provider file send to Market Operator | None |
| These four procedures do not follow the usual timeframes | | | | | | | |
|  | Prerequisite checks | Working Day 1 | Working Day 4 | By Working Day 6 | Comment |  |  |
| 12. Change of Trading Site Demand from an Associated Supplier Unit to a different Associated Supplier Unit | This is an Associated Supplier Unit | Email / Phone Call (from Meter Data Provider to Market Operator) within 1 Working Day of the change becoming known or have been completed, i.e. potentially retrospectively | Section 5.9 (from Meter Data Provider to Market Operator) (by email and fax) | Acknowledgement by email and fax from Market Operator | None |  |  |
| 13. Cancellation of Change of Trading Site Demand from an Associated Supplier Unit to a different Associated Supplier Unit | This is an Associated Supplier Unit | Email / Phone Call (from Meter Data Provider to Market Operator) within 1 Working Day of the change being rewound known or being verbal effective date (potentially retrospective) | Section 5.10 (from Meter Data Provider to Market Operator) (by email and fax) | Acknowledgement by email and fax from MO | This will only occur if the Retail Market Operator has included this functionality in their retail market design. |  |  |
|  | **Prerequisite checks** | **Working Day 0** | **During execution of Termination Order** | **On final execution of Termination Order** | **After final execution of Termination Order, before next scheduled file send from MDP** | **Comment** |  |
| 14. Deregistration of Supplier Units due to a Suspension Order | Check all Supplier Units, Generator Units, and Trading Sites, registered to the Participant are included. Check to see if the participant has any Unique Associated Supplier Units. Check to see if the participant has any Trading Site Supplier Units. | Email / Phone Call on day of Suspension Order, supported by fax from Market Operator to Meter Data Provider.  Section 5.7 (for all affected Supplier Units). Section 5.3 for any Unique Associated Supplier Units that are required. Section 5.6 for any changes to Trading Sites affected by SoLR event. Section 5.5 for any Generator Units that are owned by the defaulting supplier.  Section 5.12 for any Trading Sites which are deregistered. | Populate SoLR Supplier Unit. Notify by email and fax as new units are set up and/or deregistered in time for next file send, from Meter Data Provider to Market Operator. | Acknowledgement by email and fax to Meter Data Provider from Market Operator that process is complete, and Supplier Units have been deregistered | Acknowledgement from Market Operator of process being complete | It is assumed that the MO will inform the MDPs of all Trading Site Events during the registration process. |  |
|  | **Prerequisites check** | **Working Day 1-3** | **Working Day 3-10** | **Post Effective Date** |  |  |  |
| 15. Notification of Meter Data Export Date and Meter Data Validation Date | Market Operator validation of the Registration Pack, initial Registration meeting | Email with initiation of Meter Data Validation process , (from Meter Data Provider to Market Operator) | Email with notification of proposed Meter Data Export Date, (from Meter Data Provider to Market Operator) | Final Email with notification of Meter Data Validation Date (from Meter Data Provider to Market Operator) |  |  |  |

New Supplier Unit Registration

|  |  |
| --- | --- |
| New Supplier Unit Registration | |
| **Issuing Party** | Market Operator |
| **Receiving Party** | Meter Data Providers responsible for Supplier Unit aggregations (currently MDP\_MRSO and MDP\_NIE) |
| **Timing** | During the Participant registration process and starting at least 20 Working Days prior to the Proposed Effective Date.  This information will be sent to the MDPs by fax on Day 4 i.e. 16 Working Days in advance having already been communicated in a phone call. |
| **Nature of Communication** | New information/registration details of Supplier Units joining SEM. |
| **Content of Communication** | The following details will be provided to the Meter Data Providers on registration of a new Supplier Unit:  Supplier Unit ID – this is the identifier which will be used to group aggregated Demand quantities.  Transmission ID – this will denote the type of Unit (NPED or PED)  Participant ID – this is the identifier of the owner of the Supplier Unit  Participant Name – this is the name of the owner of the Supplier Unit, generally the company name.  DUoS/TUoS billable party – if the Participant Name and Participant ID is ambiguous  Trading Site Supplier Flag – set to yes or no. A yes value indicates this is a Trading Site Supplier Unit and can only be used to aggregate Demand quantities at a specified Trading Site.  Generator Aggregator – for Aggregated Generator Units only  Generator Aggregator System Operator Agreement – for Aggregated Generator Units only  Trading Site ID – if the Trading Site Supplier Flag is yes, the Trading Site ID will be provided.  Firm/Non-Firm Flag – set to yes or no. A yes value indicates that there are special Firm/Non-Firm calculations required at the Trading Site. This flag is effective for Trading Site Supplier Units only.  Proposed Effective Date – the date from which this Supplier Unit is requesting to participate in the SEM  Comments Field. |
| **Comment** | This communication will pass from the Market Operator to the relevant Meter Data Providers when a new Supplier Unit is registering to participate in the SEM.  Once the Market Operator has passed these details on, the Unit will be registered in the SEM systems and it will be expected that any future meter data files for the relevant Transmission ID will include quantities for this Supplier Unit. If quantities are not included, the SEM-MDP file will be rejected as incomplete.  Demand Quantities at a Trading Site must be recorded Interval Metering  Supplier Unit registration is set up from Effective Date. If there are no MPRNs registered to the Supplier Unit then a value of 0MWh for each Trading Periods is expected. 0 is a valid record.  Where a Supplier Unit is a Trading Site Supplier Unit, there can be no further MPRNs included in the Supplier Unit aggregation. This means that if the Retail Market Operator receives an application for a new MPRN under the Trading Site Supplier Unit, it will be rejected. |

|  |  |
| --- | --- |
| New Generator Unit [[2]](#footnote-2)RegistrationNew Generator Unit Registration | |
| **Issuing Party** | Market Operator |
| **Receiving Party** | Meter Data Providers responsible for reading of Generator Units |
| **Timing** | During the Participant registration process and starting at least 20 Working Days prior to the Proposed Effective Date. |
| **Nature of Communication** | New information/registration details of Generator Units joining SEM. |
| **Content of Communication** | The following details will be provided to the Meter Data Providers on registration of a new Generator Unit.  Generator Unit ID – this is the identifier which will be used to supply generation quantities.  Unit Address – actual address of the physical Unit  Transmission ID – this will denote the type of Unit (NPEG or PEG)  Participant ID – this is the identifier of the owner of the Generator Unit.  Participant Name – this is the name of the owner of the Generator Unit, generally the company name.  Trading Site ID – the ID of the Trading Site to which this Generator Unit belongs.  Proposed Effective Date – the date from which this Generator Unit is requesting to participate in the SEM  MPRN of the Generation Site (or equivalently a Connection Agreement reference where the MPRN can be identified)  Comments Field. |
| **Comment** | This communication will pass from the Market Operator to the relevant Meter Data Providers when a new Generator Unit is registering to participate in the SEM.  Once the Market Operator has passed these details on, the Unit will be registered in the SEM systems and it will be expected that any future meter data files for the relevant Transmission ID will include quantities for this Generator Unit. If quantities are not included, the SEM-MDP file will be rejected as incomplete.  All Generator Units must be part of a Trading Site. The MO will send information to the Metered Data Providers regarding the relevant Trading Site at the same time as per Registration Event 1. |

Trading Site Registration

|  |  |
| --- | --- |
| Trading Site Registration | |
| **Issuing Party** | Market Operator |
| **Receiving Party** | All Meter Data Providers |
| **Timing** | During the Participant registration process and starting at least 20 Working Days prior to the Proposed Effective Date. |
| **Nature of Communication** | New registration information |
| **Content of Communication** | The following details will be provided to the Meter Data Providers on registration of a new Trading Site.  Trading Site ID – this is the identifier by which the Trading Site will be known.  Trading Site Name – this is the external name of the site.  Trading Site Location – this is the physical location of the site.  Trading Site Address – postal address of the site  Trading Site Supplier Unit Flag – set to yes or no. A yes value indicates this is a Trading Site Supplier Unit and can only be used to aggregate Demand quantities at a specified Trading Site.  Generator Unit ID – the IDs of the Generator Unit(s) within that Trading Site (as appropriate)  Supplier Unit ID – the ID of the Supplier Unit to which Demand quantities at this Trading Site are to be aggregated. If the Trading Site Supplier Unit Flag is set to yes, then only specified MPRNs can be included in this aggregation.  Proposed Effective Date – the proposed date from which this information is effective  Comments Field. |
| **Comment** | To effectively manage the settlement rules around netting of Trading Sites, it is essential that the Market Operator’s records with regard to Trading Site, Generator Unit and Supplier Unit relationships are complete and up-to-date. If not, this will result in incorrect settlement of Units. To this end, the Retail Market Operators who will be responsible for managing the retail contracts that form the basis of the Trading Site to Associated or Trading Site Supplier Unit relationship must now retain that information in their systems. This can only be done at MPRN level. To this end, the Meter Data Providers require access to the Connection Agreement (or MPRN information) for each Generator Unit.  From a Market Operator perspective, in general the Market Operator does not require details about meters or meter IDs or Meter Point Registration Numbers. |

Update to Supplier Unit’s Trading Site Class

|  |  |
| --- | --- |
| Update to Supplier Unit’s Trading Site Class | |
| **Issuing Party** | Market Operator |
| **Receiving Party** | Meter Data Provider responsible for aggregations of the Supplier Unit to which this Trading Site is part. |
| **Timing** | At least 20 Working Days prior to the Proposed Effective Date. |
| **Nature of Communication** | Update to the Status of a Supplier Unit which represents a Trading Site in SEM. |
| **Content of Communication** | The following details will be provided to the Meter Data Providers on update to a Trading Site Class.  Supplier Unit ID - this is the identifier which will be used to group aggregated Demand quantities  Trading Site ID – the ID of the Trading Site.  Old Class – may be Trading Site Supplier Unit, Associated Supplier Unit or a Supplier Unit not connected to a Trading Site  New Class – may be Trading Site Supplier Unit, Associated Supplier Unit or a Supplier Unit not connected to a Trading Site, **but** **cannot be the same as the previous class**.  Proposed Effective Date – the date from which this change is applicable in the SEM  Comments Field. |
| **Comment** | This covers the potential change from a Trading Site Supplier Unit to an Associated Supplier Unit.  It should be possible for a Supplier Unit who is initially set up as a Trading Site Supplier Unit to expand on the supply business and become an Associated Supplier Unit. In this instance, the Participant responsible for the Supplier Unit which is the Trading Site Supplier will apply to the Market Operator for a status change. The change will be recorded in the Market Operator systems and this detail will be sent to the Meter Data Providers by the Market Operator.  Just as a Supplier Unit can expand from a Trading Site Supplier Unit to an Associated Supplier Unit, therefore it is possible for an Associated Supplier Unit to shed its supply business from under a single Supplier Unit aggregation and reduce this to only managing quantities for the Trading Site. |

Supplier Unit Termination

|  |  |
| --- | --- |
| Supplier Unit Termination | |
| **Issuing Party** | Market Operator |
| **Receiving Party** | Meter Data Providers responsible for this Supplier Unit aggregations (currently MDP\_MRSO and MDP\_NIE) |
| **Timing** | *All these will be ad-hoc; should specify for some of the updates the window within which a submission has to be made.* |
| **Nature of Communication** | Update to existing Supplier Unit information, specifically a notice to Terminate the Supplier Unit’s participation in the SEM |
| **Content of Communication** | The following details will be provided to the Meter Data Providers on issue of a Termination Order to a Supplier Unit.  Supplier Unit ID – this is the identifier of the Supplier Unit to which the Termination Order applies.  Participant ID – this is the identifier of the owner of the Supplier Unit.  Participant Name – this is the name of the owner of the Supplier Unit, generally the company name.  Trading Site Supplier Flag – set to yes or no. A yes value indicates this is a Trading Site Supplier Unit and can only be used to aggregate Demand quantities at a specified Trading Site.  Trading Site ID – if the Trading Site Supplier Flag is yes, the Trading Site ID will be provided.  Date Of Issue – the date on which the Termination Order is issued. (See comments below)  Comments Field. |
| **Comment** | Following from a Default and Suspension event in the SEM, the Market Operator may seek a Suspension Order against all or some of a named Participant’s Units. Once approved by the Regulatory Authorities, this Suspension Order will be processed to the Meter Data Provider responsible for the relevant Supplier Unit’s of this Participant to terminate the relevant Supplier Units in accordance with the processes in place in the relevant retail market.  Suspension from SEM following from a payment default is by Participant can be by Supplier Unit (i.e. not all Supplier Units might be Suspended). As such, the Market Operator will be required to issue multiple Supplier Unit Deregistration communications for each of the Supplier Units that a given Participant is operating in SEM. It is the responsibility of the Meter Data Provider/Retail Market Operator to ensure that the Termination Order is executed in accordance with their published processes and that all MPRNs for which the Supplier Unit under the order are managed effectively.  The Effective Date of the Suspension Order is at the end of the Suspension Order Delay Period. See the Supplier of Last Resort process in Section 3.4.1  A Participant may opt to cease its participation in respect of a single Supplier Unit and the Participant may continue to trade in respect of other Supplier Units for which it is responsible. The responsibility for managing the change of customers between aggregations will need to be assigned. A Party may opt to retire a Unit (giving 90 Working Days notice).  The MDP should maintain the capability of providing the revised data for the Supplier Unit for updates related to past activities for duration of 14 months into the future, (as per the invoice timeframe).  Once the Market Operator has passed these details on, the Unit will be deregistered in the SEM systems and it will be expected that any future meter data files for days past the day of deregistration/suspension for the relevant Transmission ID will not include quantities for this Supplier Unit. If quantities are included for a time period after the Termination Date, the SEM-MDP file will be rejected as invalid. Please note that with regard to timetabled revisions, the time period involved will be for a time when this Supplier Unit was active in SEM. |

Generator Unit Termination

|  |  |
| --- | --- |
| Generator Unit Termination | |
| **Issuing Party** | Market Operator |
| **Receiving Party** | Meter Data Providers responsible for this Generator Unit aggregations |
| **Timing** | *All these will be ad-hoc; should specify for some of the updates the window within which a submission has to be made.* |
| **Nature of Communication** | Update to existing Generator Unit information, specifically a notice to Terminate the Generator Unit’s participation in the SEM |
| **Content of Communication** | The following details will be provided to the Meter Data Providers on issue of a Termination Order to a Generator Unit.  Generator Unit ID – this is the identifier of the Generator Unit to which the Termination Order applies.  Participant ID – this is the identifier of the owner of the Generator Unit.  Participant Name – this is the name of the owner of the Generator Unit, generally the company name.  Proposed Effective Date – the date from which the Termination is to be effected  Comments Field. |
| **Comment** | Termination of Generator Units can follow from a Participant opting to retire a Unit (giving 90 Working Days notice) or as a result of a market default event against either the Unit individually or the Participant as a whole.  In the event that the termination is part of the termination of a Participant in its entirety, each Unit for which that Participant is responsible will be subject to a separate Generator Unit Termination communication.  The MDP should maintain the capability of providing the revised data for the Generator Unit for updates related to past activities for duration of 14 months into the future, (as per the invoice timeframe).  Once the Market Operator has passed these details on, the Unit will be deregistered in the SEM systems and it will be expected that any future meter data files for the relevant Transmission ID will not include quantities for this Generator Unit. If quantities are included for a time period after the Termination Date, the SEM-MDP file will be rejected as invalid. Please note that with regard to timetabled revisions, the time period involved will be for a time when this Generator Unit was active in SEM. |

Notification of confirmation of Change of Supplier for Trading Site

|  |  |
| --- | --- |
| Notification of confirmation of Change of Supplier for Trading Site | |
| **Issuing Party** | Meter Data Provider (MDP\_MRSO, MDP\_NIE, any MDP responsible for Supplier Unit aggregations) |
| **Receiving Party** | Market Operator |
| **Timing** | *All these will be ad-hoc; should specify for some of the updates the window within which a submission has to be made.* |
| **Nature of Communication** | Update of know registration information. |
| **Content of Communication** | The following details will be provided by the Meter Data Providers on when a Change of Supplier in the retail market impacts on a Trading Site that is operating in SEM.  Trading Site ID – this is the identifier by which the Trading Site will be known.  Trading Site Name – this is the external name of the site.  Trading Site Location – this is the physical location of the site.  Trading Site Supplier Unit Flag – set to yes or no. A yes value indicates this is a Trading Site Supplier Unit and can only be used to aggregate Demand quantities at a specified Trading Site. For this communication, the Trading Site Supplier Unit Flag must be No. If the flag value is Yes, the communication will be rejected as invalid. (see Comment below)  Firm/Non-Firm Flag – set to yes or no. A yes value indicates that there are special Firm/Non-Firm calculations required at the Trading Site for which this is the Supplier Unit (either Trading Site Supplier Unit or Associated Supplier Unit). If the Trading Site Supplier Flag is set to no, it should be noted that this Supplier Unit can only be used to aggregate Demand quantities at a specified Trading Site with Firm/Non-Firm calculations. This can be known as a Unique Associated Supplier Unit  Old Supplier Unit ID – the ID of the old Supplier Unit whose aggregated quantities included Demand quantities for this Trading Site.  New Supplier Unit ID – the ID of the new Supplier Unit whose aggregated quantities will include Demand quantities for this Trading Site.  Proposed Effective Date – the date from which this information is effective.  Comments Field. |
| **Comment** | See earlier comments on [Trading Site Registration](#_Trading_Site_Registration) in Appendix 3.  This event will occur if a Demand customer in the retail market chooses to effect a Change of Supplier transaction.  In normal events, Demand customers can change from one Supplier to the next in the retail market with no visible effect in the wholesale markets. The Retail Market Operator will manage details of what MPRN values are to be included in what aggregations and the wholesale market takes these aggregations as accurate and settles accordingly.  However, the rules of SEM require special netting around the Associated Supplier Unit. To this end, the Market Operator must know what Supplier Unit is acting as an Associated Supplier Unit for each Trading Site. Therefore, if a Demand customer **who is representative of the Demand quantities at a Trading Site** elects to move from one Supplier to another, the Retail Market Operator must notify the Market Operator of this change. The Market Operator will update is registration information that the Demand quantity for this Trading Site will be part of a different Supplier Unit’s aggregations from the specified Effective Date.  **This notification is only required where the Demand customer represents the Demand quantities at a Trading Site and the Supplier Unit for this Trading Site has a Trading Site Supplier Flag set to No and the Firm/Non-Firm Flag for the Trading Site is set to No.**  In the event that a Demand customer who is representative of the Demand quantities at a Trading Site and the Supplier Unit for this Trading Site has a Trading Site Supplier Flag set to Yes, this Supplier Unit must be also be subjected to a Supplier Unit Deregistration communication. This process has yet to be documented. For the Trading Site to contract its Demand to another Supplier Unit (who will become the Associated Supplier Unit for this Trading Site), it will mean that the Trading Site Supplier Unit originally registered for this Trading Site is no longer effective in the SEM. This means the Trading Site Supplier Unit will be deregistered in the SEM and a Supplier Unit Deregistration will be issued to the MDPs to remove this Supplier Unit from their systems. |

Cancellation of Notification of Confirmation of Change of Supplier for Trading Site

|  |  |
| --- | --- |
| Cancellation of Notification of Confirmation of Change of Supplier for Trading Site | |
| **Issuing Party** | Meter Data Provider (MDP\_MRSO, MDP\_NIE, any MDP responsible for Supplier Unit aggregations) |
| **Receiving Party** | Market Operator |
| **Timing** | Based on previous communication of a Notification of confirmation of Change of Supplier for Trading Site. The cancellation must occur within 5 Working Days of the original notification. |
| **Nature of Communication** | Cancellation of previously communicated information |
| **Content of Communication** | The following details will be provided by the Meter Data Providers when there is a cancellation of an already communicated Change of Supplier in the retail market which impacts on a Trading Site that is operating in SEM.  Trading Site ID – this is the identifier by which the Trading Site will be known.  Trading Site Name – this is the external name of the site.  Trading Site Location – this is the physical location of the site.  Trading Site Supplier Unit Flag – set to yes or no. A yes value indicates this is a Trading Site Supplier Unit and can only be used to aggregate Demand quantities at a specified Trading Site. For this communication, the Trading Site Supplier Unit Flag must be No. If the flag value is Yes, the communication will be rejected as invalid. (see Comment below)  Firm/Non-Firm Flag – set to yes or no. A yes value indicates that there are special Firm/Non-Firm calculations required at the Trading Site for which this is the Supplier Unit (either Trading Site Supplier Unit or Associated Supplier Unit). If the Trading Site Supplier Flag is set to no, it should be noted that this Supplier Unit can only be used to aggregated Demand quantities at a specified Trading Site with Firm/Non-Firm calculations. This can be known as a Unique Associated Supplier Unit  Old Supplier Unit ID – the ID of the old Supplier Unit whose aggregated quantities included Demand quantities for this Trading Site.  New Supplier Unit ID – the ID of the new Supplier Unit whose aggregated quantities will include Demand quantities for this Trading Site.  Proposed Effective Date – the date from which this information is effective.  Comments Field. |
| **Comment** | See earlier comments on [Trading Site Registration](#_Trading_Site_Registration) in Appendix 3.  This event will occur if a Change of Supplier transaction in the retail market systems is communicated to Market Operator and then is cancelled. Cancellation of a Change of Supplier notification can occur up to 5 Working Days after the original Change of Supplier notification.  **This notification is only possible where it is in respect of an Associated Supplier Unit.** |

Communication Cancellation

|  |  |
| --- | --- |
| Communication Cancellation | |
| **Issuing Party** | Market Operator |
| **Receiving Party** | Meter Data Providers |
| **Timing** | As required. |
| **Nature of Communication** | Cancellation of previously communicated date. |
| **Content of Communication** | The following details will be provided to the Meter Data Providers on cancellation.  Communication Type – Was the previous communication a New Generator Unit, New Supplier Unit, etc  Date Of Communication – Date (and time) of issue of erroneous communication  Supplier Unit ID/Generator Unit ID – this is the identifier of the Unit referred to in the previous communication.  Comments Field. |
| **Comment** | This communication will pass from the Market Operator to the relevant Meter Data Providers when it is found that a previously issued communication is in error.  This will primarily be used if the previous communication was issued to the wrong Meter Data Provider. |

Trading Site Termination

|  |  |
| --- | --- |
| Trading Site Termination | |
| **Issuing Party** | Market Operator |
| **Receiving Party** | All Meter Data Providers |
| **Timing** | As required. |
| **Nature of Communication** | Update to existing Trading Site information, specifically a notice to Terminate the Trading Site’s existence in relation to a particular Participant |
| **Content of Communication** | The following details will be provided to the Meter Data Providers on registration of a new Trading Site.  Trading Site ID – this is the identifier by which the Trading Site will be known.  Trading Site Name – this is the external name of the site.  Trading Site Location – this is the physical location of the site.  Trading Site Address – postal address of the site  Trading Site Supplier Unit Flag – set to yes or no. A yes value indicates this is a Trading Site Supplier Unit and can only be used to aggregate demand quantities at a specified Trading Site.  Generation Unit ID – the IDs of the Generation Unit(s) within that Trading Site (as appropriate)  Supplier Unit ID – the ID of the Supplier Unit to which demand quantities at this Trading Site are to be aggregated. If the Trading Site Supplier Unit Flag is set to yes, then only specified MPRNs can be included in this aggregation.  Proposed Effective Date – the proposed date from which this information is effective  Comments Field. |
| **Comment** | A Trading Site can be removed when:  a) all Generating Units on the Site have been decommissioned and the Participant wishes to voluntarily deregister the site  b) all Generator Units choose to exit the SEM and trade as below de minimis generators  c) the Participant that registered the Site is subject to a Termination Order;  d) the Participant has sold all Generators on the site to another Participant, and no longer wishes to the registrant of either the Generator Units or the Trading Site due to the extra participation fees this entails  The Market Operator should include this information in the comments field. |

Notification of Meter Data Export Date and Meter Data Validation Completion

|  |  |
| --- | --- |
| ***Notification of Meter Data Export Date and Meter Data validation completion*** | |
| **Issuing Party** | Meter Data Providers |
| **Receiving Party** | Market Operator |
| **Timing** | As required. |
| **Nature of Communication** | Notice to inform Market Operator of initiation and progress of Meter validation process |
| **Content of Communication** | The following will be emailed to the Market Operator by the relevant Meter Data Provider subsequent to the initial registration meeting  Email Notification of Initiation of Meter Data Validation process  Email Notification of proposed Meter Data Export Date,  Email Notification of Meter Data Validation Date  Emails will include the following information  Generation Unit ID – the IDs of the Generation Unit(s) within that Trading Site (as appropriate)  Comments Field. |
| **Comment** |  |

Change of Generator Unit Generic Settlement Class

|  |  |
| --- | --- |
| Change of Generator Unit Generic Settlement Class | |
| Issuing Party | Market Operator |
| Receiving Party | Meter Data Providers responsible for reading of Generator Units |
| Timing | During the Participant change of classification process and starting  within 2WDs of receipt of classification change request |
| Nature of Communication | Information on Generator Units changing Generic Settlement Class |
| Content of Communication | The following details will be provided to the Meter Data Providers on  reclassification of a new Generator Unit.  Generator Unit ID – this is the identifier which will be used to supply generation quantities.  Unit Address – actual address of the physical Unit  Transmission ID – this will denote the type of Unit (NPEG or PEG)  Participant ID – this is the identifier of the owner of the Generator Unit.  Participant Name – this is the name of the owner of the Generator Unit, generally the company name.  Trading Site ID – the ID of the Trading Site to which this Generator Unit belongs.  MPRN of the Generation Site (or equivalently a Connection Agreement reference where the MPRN can be identified)  Old Meter Data Provider  New Meter Data Provider  Proposed Reclassification Date – the date from which this Generator Unit is requesting to reclassify  Comments Field. |
| Comment | This communication will pass from the Market Operator to the relevant Meter Data Providers when a Generator Unit is changing its classification in the SEM.  Once the classification change has been approved by all Parties, the Unit will be reclassified in the SEM systems and it will be expected that any future meter data files for the relevant Generator ID will be provided to SEM by the new Meter Data Provider. If quantities are not included, the SEM-MDP file will be rejected as incomplete. |

**appendix 4: deed of charge and account security**

|  |
| --- |
| **DEED of CHARGE and ACCOUNT SECURITY**  between  **[the Participant]**  and  **EirGrid p.l.c. and SONI Limited**  **Dated [ ] 20[●]** |

1 definitions and interpretation 1

1.1 Definitions 1

1.2 Interpretation 3

1.3 Headings 4

1.4 Construction 4

2 CREATION OF security 4

2.1 Payment 4

3 Protection of security 4

3.1 Continuing security 4

3.2 No prejudice 5

3.3 No waiver 5

3.4 Severability 5

3.5 Non impairment 5

3.6 Further assurance 6

4 power of attorney 6

4.1 Appointment 6

4.2 Ratification 6

4.3 Exercise of power 6

5 representationS, warranties AND UNDERTAKINGS 6

5.1 Representations and warranties 6

5.2 Undertakings 7

6 operation of account[s] 8

7 ENFORCEMENT 8

7.1 Event of Default 8

7.2 Security enforceable 9

7.3 Law of Property Act, Conveyancing and Law of Property Acts and Irish Act 9

7.4 Rights upon enforcement 10

7.5 Application of proceeds 11

7.6 Balance 11

7.7 Third parties 11

7.8 Redemption of prior securities 11

8 RELEASE 12

8.1 Release 12

8.2 Avoidance of payments 12

8.3 Retention of Security 12

9 LIABILITY OF MARKET OPERATOR 12

9.1 Liability 12

10 MISCELLANEOUS 12

10.1 Assignment 12

10.2 Entire agreement 13

10.3 Non-reliance 13

10.4 Amendments 13

10.5 Third party rights 13

10.6 Counterparts 13

10.7 Expenses 13

11 NOTICES 13

11.1 Notices and deemed receipt 13

11.2 Addresses for notices 14

11.3 No electronic service 14

12 GOVERNING LAW AND JURISDICTION 14

SCHEDULES

SCHEDULE 1 The Account[s] and Account Bank[s] 17

SCHEDULE 2 Part 1: Notice of charge to Account Bank(s) 18

SCHEDULE 2 Part 2: Acknowledgement from Account Bank(s) 20

**DEED of CHARGE and ACCOUNT SECURITY** dated the [ ] day of [ ] 20[ ] between:

1. **[ ] LIMITED [PLC ]** incorporated in [England][Scotland] [Northern Ireland] [Ireland] (Registered Number [ ]) whose registered office is at [ ] (the "**Participant**"); and
2. **EirGrid p.l.c.** incorporated in Ireland (Registered Number 338522) whose registered office is situated at Block 2, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 and **SONI Limited** incorporated in Northern Ireland (Registered Number NI038715) whose registered office is situated at Castlereagh House, 12 Manse Road, Belfast together trading as the Single Electricity Market Operator (the "**Market Operator**").

**RECITALS**

(A) The Market Operator and the Participant are parties to the Single Electricity Market Trading and Settlement Code governing the wholesale sale and purchase of electricity on the island of Ireland (the "**Code**").

1. Pursuant to the Code, the Participant is obliged to put in place Required Credit Cover to secure the Participant's payment obligations under the Code and has elected as permitted by the Code to open SEM Collateral Reserve Account(s) within the meaning of the Code, being the Account(s) referred to in this Deed, to provide such security.
2. The parties hereby acknowledge and agree that the Market Operator is the legal account holder of the SEM Collateral Reserve Account(s) for the purposes of discharging any payment obligations of the Participant under the Code and subject to that on trust for the Participant beneficially.
3. Pursuant to paragraph 6.20.3 of the Code, the Participant has agreed to create in favour of the Market Operator a first fixed charge over its equitable and beneficial interest arising in the credit balances held in such Account(s) and all funds held to the credit thereof from time to time and has agreed to execute this Deed for that purpose.
4. It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
5. **definitions and interpretation**
   1. **Definitions**

Capitalised terms or expressions defined in the Code shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed.

In addition, in this Deed:

"**Account[s]**" means the collateral bank account[s] specified in Schedule 1 (as [that account][any such account] may from time to time be re-designated or re-numbered or replaced), including any successor or replacement account of [that account][any such account];

"**Account Bank[s]**" means the bank[s] with which the Account[s] [is] [are] held being, as at the date of this Deed, as specified in Schedule 1, which shall include reference to any successor [of any] thereof;

"**Credit Call**" has the meaning given to this term under the Code;

"**Credit Cover**" means the credit cover required of and provided by the Participant in a form that meets the requirements of the Code;

"**Debit Note**" has the meaning given to this term under the Code;

"**Debit Note Excess**" has the meaning given to this term under the Code;

"**Default Interest**" has the meaning given to this term under the Code;

"**Event of Default**" has the meaning given to this term in Clause 7.1 of this Deed;

"**Interest**" has the meaning given to this term under the Code;

"**Invoice Due Date**" has the meaning given to this term under the Code;

"**Irish Act**" means the Land and Conveyancing Law Reform Act 2009 of Ireland;

"**Law of Property Act**" means the Law of Property Act 1925;

"**parties**" means the parties to this Deed and "party" means either of them;

"**Regulatory Authorities**" has the meaning given to this term under the Code;

"**Required Credit Cover**" means the Credit Cover calculated by the Market Operator in accordance with the Code;

"**Rights**" means all present and future right, equitable title and beneficial interest of the Participant in respect of the Account[s], including (without limitation):

the benefit of all covenants, undertakings, representations, warranties and indemnities;

all powers and remedies of enforcement and/or protection;

all rights to receive payment of all amounts assured or payable (or to become payable), all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable; and

all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof;

"**Schedule[s]**" means any one or more of the Schedules to this Deed;

"**Secured Obligations**" means all or any monies, liabilities and payment obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Participant to any SEM Creditor and/or to the Market Operator under the Code including interest which the Market Operator may in the course of its business charge or incur in respect of any of those matters in accordance with the Code as well as after as before any demand made or decree or judgement obtained under this Deed or the Security, and all or any monies, liabilities and payment obligations due under the Code or under this Deed;

"**Security**" means all or any of the Security Interests now or at any time hereafter created by or pursuant to this Deed;

"**Security** **Assets**"means the Account[s] and the debt[s] thereby represented and all sums, whether principal or interest, accrued or accruing, which are now or may at any time hereafter be deposited in or otherwise standing to the credit of the Account[s], together with all the Rights in connection therewith;

"**Security Interest**" means any mortgage, charge, pledge, lien, retention of title arrangement (other than in respect of goods purchased in the ordinary course of business), hypothecation, encumbrance or security interest of any kind, or any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "*hold back*" or "*flawed asset*" arrangement);

"**SEM Creditor**"has the meaning given to this term under the Code;

"**Shortfall**" has the meaning given to this term under the Code;

"**this Deed**" means these presents (including the Schedules) as amended, amended and restated, varied, supplemented, novated, extended or restated from time to time;~~and~~

"**Unsecured Bad Debt**" has the meaning given to this term under the Code;

"**Variable Market Operator Charge**" has the meaning given to this term under the Code; and

"**Working Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for business in:

1. for the purpose of clause 11.1, the place specified in the address for notice provided by the recipient; and
2. for all other purposes:

insofar as the Security Assets are located in England or Northern Ireland, London and Belfast; or

insofar as the Security Assets are located in Ireland, Dublin.

* 1. **Interpretation**

In this Deed, unless the context requires otherwise:

* + 1. words importing the singular shall include the plural and vice versa;
    2. references to this Deed or any other document shall be construed as references to this Deed or such other document as amended, supplemented, novated, extended or restated from time to time;
    3. references to any statute or statutory provision (including any subordinate legislation) shall include any statute or statutory provision for the time being in force which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
    4. references to a "**person**" shall include any individual, firm, company, corporation, body, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);
    5. any reference to a party includes its permitted successors, transferees and assignees;
    6. references to a document "**in** **the** **agreed** **form**" means a document in a form agreed by the Participant and the Market Operator and initialled by, or on behalf of, each of them for the purpose of identification as such; and
    7. "**tax**" means all forms of taxation, duties, imposts and levies whatsoever in the nature of taxation whenever and wherever imposed, including (but without limitation) all stamp duties, imposts, duties, capital and revenue taxes and value added tax, and "**taxes**" and "**taxation**" shall be construed accordingly.
  1. **Headings**

The table of contents and the headings in this Deed are included for convenience only and shall be ignored in construing this Deed.

* 1. **Construction**

The parties hereby acknowledge and agree that this Deed is entered into pursuant to section 6 of the Code. In the event that any of the defined terms used in this Deed are ambiguous, they must be construed in accordance with the Code.

1. **CREATION OF security**
   1. **Payment**

The Participant undertakes to the Market Operator that it will pay and discharge the Secured Obligations on the due date therefor.

2.2 **General**

All the Security:

* + - * 1. is created in favour of the Market Operator for itself as the Market Operator under the Code or as a security trustee on behalf of the other SEM Creditors, in both cases to secure the Participants' compliance and performance of their payment obligations under the Code;
        2. is created over all the Participant's Security Assets; and
        3. is security for the payment or discharge of the Secured Obligations.

2.3 **Security**

As continuing security for the payment and discharge of the Secured Obligations, the Participant as beneficial owner hereby charges by way of first fixed chargeto the Market Operator the Security Assets (including, for the avoidance of doubt, all the Rights in connection therewith).

2.4. **Notices**

Immediately after delivery of this Deed, the Participant shall give notice to the Account Bank in the form set out in Part 1 of Schedule 2. The Market Operator shall procure the Account Bank's acknowledgement and agreement in the form set out in Part 2 of Schedule 2.

1. **Protection of security**
   1. **Continuing security**

The Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force until the Secured Obligations have been fully and unconditionally paid and/or discharged (as appropriate) under the Code.

* 1. **No prejudice**

The Security shall be in addition to and shall not in any way prejudice or be prejudiced by any other Security Interest, right or remedy which the Market Operator may now or at any time hereafter hold for all or any part of the Secured Obligations.

* 1. **No waiver**

Failure or delay on the part of the Market Operator in exercising any right, power or discretion under or pursuant to this Deed shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Deed are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

* 1. **Severability**

The provisions of this Deed shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.

* 1. **Non impairment**

The Participant agrees that none of its obligations or the Market Operator's rights, powers and discretions under this Deed shall be reduced, discharged or otherwise adversely affected by:

* + - * 1. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any Security Interest or any right or remedy which the Market Operator or any other person may have now or in the future from or against the Participant or any other person in respect of any of the Secured Obligations; or
        2. any failure, act or omission by the Market Operator or any other person in taking up, perfecting or enforcing any Security Interest or guarantee from or against the Participant or any other person in respect of the Secured Obligations; or
        3. any increase in or waiver or discharge of any of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of any deed, document or agreement relating thereto; or
        4. any grant of time, indulgence, waiver or concession to the Participant or any other person; or
        5. any of the administration, receivership, examinership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Participant or any other person; or
        6. any invalidity, illegality, unenforceability, irregularity or frustration of any of the Secured Obligations; or
        7. any renumbering, redesignation or replacement of the Account[s] or its [their] being transferred to another branch or department of the Account Bank[s]; or
        8. anything done or omitted to be done by the Market Operator or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Participant under this Deed or the Security.
  1. **Further assurance**

Without prejudice to the provisions of Clause 2 (*Creation of Security*), the Participant shall promptly after being requested to do so by the Market Operator, do all such acts and things, give such instructions (in material or dematerialised form) and sign, seal and execute and deliver all such deeds and other documents as the Market Operator may require for perfecting or protecting the Security in respect of the Security Assets or its priority or for facilitating the operation of the Account[s] and the realisation or application of the Security Assets and the exercise of the rights, powers and discretions conferred on the Market Operator under this Deed. The obligations of the Participant under this Deed shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

1. **power of attorney**
   1. **Appointment**

The Participant by way of security hereby irrevocably appoints the Market Operator as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the Market Operator may think fit to do anything which the Participant is obliged to do (but has not done) under this Deed and/or the Code including, without limitation, to sign, seal, execute and deliver all deeds, documents, notices, further securities, transfers or assignments of and other instruments relating to, and give instructions (in material or dematerialised form) in respect of, the Security Assets.

* 1. **Ratification**

The Participant hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Participant under this Clause.

* 1. **Exercise of power**

The appointment effected under Clause 4.1 (*Appointment*) shall take effect immediately, but the powers conferred shall only become exercisable upon the Security becoming enforceable or if the Participant does not fulfil any of its obligations under Clause 3.6 (*Further assurance*) within two Working Days of notice from the Market Operator to do so.

1. **representationS, warranties AND UNDERTAKINGS**
   1. **Representations and warranties**

The Participant represents and warrants to the Market Operator that:

* + - * 1. it is duly incorporated and validly existing under the law of [England] [Scotland] [Northern Ireland] [Ireland] [other]\*;

\*Please delete as appropriate

* + - * 1. it has the capacity and power to enter into this Deed and perform its obligations hereunder and to create the Security;
        2. it has taken all necessary corporate action to authorise the execution and delivery of the Deed and the performance of its obligations hereunder and the creation of this Security;
        3. its entering into this Deed and the performance of its obligations hereunder and the creation of the Security will not contravene any law, regulation, agreement or judicial or official order to which it is a party or by which it is bound, or cause any limitation on any of its powers however imposed, or the right or ability of its directors to exercise any of such powers, to be exceeded;
        4. all actions, authorisations and consents required or advisable in connection with the creation, performance, validity and enforceability of this Deed and the Security and the transactions hereby contemplated and to ensure that (subject to all necessary registrations being made) the Security constitutes a valid, legal, binding and enforceable first fixed Security Interest over the Security Assets ranking in priority to the interests of any liquidator, administrator or creditor of the Participant have been obtained or effected and are and shall remain in full force and effect;
        5. it is and will be the sole absolute unencumbered beneficial owner of the Security Assets free of any other Security Interest or third party claims or interests, other than any such Security Interest, claim or interest that has been or may from time to time be created in favour of the Market Operator and/or any other person pursuant to the Code;
        6. it has not (otherwise than pursuant to this Deed or otherwise in favour of the Market Operator and/or any other person pursuant to the Code) granted or created any Security Interest over or sold, transferred, lent, assigned, parted with its interest in, disposed of, or granted or created any option or other right to purchase or otherwise acquire the Security Assets or any interest therein, or agreed, conditionally or unconditionally, to do so;
        7. the Participant's obligations under this Deed and (subject to all necessary registrations being made) the Security are and until fully and unconditionally discharged will be valid, legal, binding and enforceable and the Security constitutes and will remain a valid, legal, binding and enforceable first fixed Security Interest over the Security Assets ranking in priority to the interests of any liquidator, administrator or creditor of the Participant; and
        8. each of the above representations and warranties will be correct and complied with in all respects at all times during the continuance of the Security as if repeated by reference to the circumstances existing at such times.
  1. **Undertakings**

The Participant undertakes to the Market Operator that it shall:

* + - * 1. Not, save as permitted by paragraph 6.35 of the Code, make or attempt to make any withdrawal from the Account[s] or create, attempt to create or permit any Security Interest (other than the Security or any Security Interest in favour of the Market Operator and/or any other person created pursuant to the Code) to subsist over or in respect of any of the Security Assets;
        2. not sell, transfer, lend or otherwise dispose of, or grant or create any other Security Interest over, or any option or other right to purchase or otherwise acquire, the Security Assets or any interest therein (other than any Security Interest in favour of the Market Operator and/or any other person created pursuant to the Code) or agree, conditionally or unconditionally, to do so;
        3. not take or omit to take any action which would prejudice the Security or impair the Security Assets and shall, at its own cost, promptly take all action which is at any time necessary or which the Market Operator may request, to protect the interests of the Participant and the Market Operator in the Security Assets;
        4. not vary or abrogate any of the rights attached to the Security Assets or take or omit to take any action which would have that result;
        5. ensure that no monies or liabilities are outstanding in respect of any of the Security Assets;
        6. take all action within its power to procure, maintain in effect and comply with all the terms and conditions of all approvals, authorisations, consents and registrations necessary or advisable under or in connection with this Deed and the Security; or
        7. procure that the Security shall at all times be a valid, legal, binding and enforceable first fixed security interest over the Security Assets ranking in priority to the interests of any liquidator, administrator, examiner or creditor of the Participant.

1. **operation of account[s]**

**Withdrawals**

The Participant shall only be entitled to seek any withdrawals from the Account[s] provided that:

* + - * 1. the Participant is not in default in respect of any amount owed to a SEM Creditor;
        2. the other conditions as set out in paragraphs 6.34 and 6.35 of the Code apply; and
        3. the Security under this Deed has not been enforced.

1. **ENFORCEMENT**
   1. **Event of Default**
      1. An "**Event of Default**" shall occur in the event that:
         1. the Participant has not paid an Invoice in full on the Invoice Due Date, leading to:
            1. the Participant having a Shortfall; and
            2. the Market Operator becoming obliged to make a Credit Call in respect of the Shortfall in accordance with paragraph 6.51 of the Code; and/or
         2. the Participant has not paid an amount set out in an overpayment notice as if it were an Invoice in accordance with paragraph 6.63.1 of the Code, leading to:
            1. the Participant having a Shortfall; and
            2. the Market Operator becoming obliged to make a Credit Call in respect of the Shortfall in accordance with paragraph 6.51 of the Code; and/or
         3. the Participant has not paid the amount of a Debit Note Excess after the second Working Day following receipt of a relevant Debit Note in accordance with paragraph 6.58 of the Code, leading to:
            1. the Participant having a Shortfall; and
            2. the Market Operator becoming obliged to make a Credit Call in respect of the Shortfall in accordance with paragraph 6.55 of the Code; and/or
         4. the Participant has not paid its Variable Market Operator Charge on the Working Day on which such charge becomes due in accordance with the Code, leading to the Market Operator becoming entitled to make a Credit Call, subject always to paragraph 6.53 of the Code.
   2. **Security enforceable**
      1. Upon or at any time after the occurrence of an Event of Default:
         * 1. the Security shall become enforceable; and
           2. the following power of sale and other powers, in each case as varied and extended by this Deed, shall be exercisable:

in respect of Security Assets which are located in England, the power of sale and other powers conferred by Section 101 of the Law of Property Act;

in respect of Security Assets which are located in Northern Ireland, the power of sale and other powers conferred by Section 19 of the Conveyancing Act 1881 and Section 4 of the Conveyancing Act 1911;

in respect of Security Assets which are located in Ireland, power of sale and other powers conferred by the Irish Act.

* + 1. For the avoidance of doubt, Clause 7.2.1 shall be without prejudice to the power and right of the Market Operator to:
       - 1. in accordance with paragraph 6.55.2 of the Code, withhold, deduct or set off payment of any amount due to the Participant pursuant to the Code until the amount of any Unsecured Bad Debt and any applicable Default Interest has been recovered in full from the Participant; and/or
         2. in accordance with paragraph 6.57 of the Code, in order to recover the amount of any Unsecured Bad Debt of the Participant, reduce the amount payable to each SEM Creditor affected by such Unsecured Bad Debt pro-rated in accordance with the individual respective proportionate entitlement of each such SEM Creditor (other than the Participant).
  1. **Law of Property Act, Conveyancing and Law of Property Acts and Irish Act**

Insofar as the Security Assets are located in:

* + - * 1. England, Clause 7.3.2 below in relation to the Law of Property Act shall apply;
        2. Northern Ireland, Clause 7.3.3 below in relation to the Conveyancing and Law of Property Acts shall apply; and
        3. Ireland, Clause 7.3.4 below in relation to the Irish Act shall apply.
    1. **Law of Property Act**

The powers conferred by Section 101 of the Law of Property Act as varied and extended by this Deed, shall be deemed to have arisen immediately upon execution of this Deed, and Sections 93, 103 and 109 of the Law of Property Act shall not apply to this Deed.

* + 1. **Conveyancing and Law of Property Acts**

The powers conferred by Section 19 of the Conveyancing Act 1881 and Section 4 of the Conveyancing Act 1911, as varied and extended by this Deed, shall be deemed to have arisen immediately upon execution of this Deed, and Sections 17, 20 and 24 of the Conveyancing Act 1881 shall not apply to this Deed.

* + 1. **Irish Act**
       1. In the event that:
          1. the laws of Ireland apply to:

the Security Assets or any of them; or

the Security or any of it; or

* + - * 1. in the event of the appointment in Ireland of a liquidator, examiner or similar officer to the Participant or over any or all of its assets,

the provisions of Chapter 3 (Obligations, powers and rights of mortgagee) of Part 10 (Mortgages) of the Irish Act, save as specified in Clauses 7.3.4.2 to 7.3.4.4, inclusive, below, shall apply to this Deed notwithstanding anything to the contrary contained in this Deed.

* + - 1. The provisions of sections 96(1)(c) (Powers and rights generally), 97 (Taking possession), 99(1) (Mortgagee in possession), 101 (Applications under sections 97 and 100), 103(2) (Obligations on selling), 106(3) (Application of mortgagee’s receipts), 107 (Application of proceeds of sale), 108(1) (Appointment of receiver), 108(7) (Remuneration of receiver), 109 (Application of money received by a receiver) and 110(2) (Insurance) of the Irish Act shall not apply to this Deed.
      2. The restrictions and any requirements to give notice to the Participant contained in section 108(1) (Appointment of Receiver) of the Irish Act shall not apply to this Deed.
      3. The Participant shall not be entitled to take any action in respect of the Security Assets pursuant to section 94 (Court order for sale) of the Irish Act.
      4. The restrictions and any requirements to give notice to the Participant contained in section 100 (Power of sale) of the Irish Act shall not apply to this Deed.
  1. **Rights upon enforcement**
     1. **Powers of Market Operator**

At any time after the Security has become enforceable, the Market Operator shall be entitled, without any notice to, demand on or consent of the Participant, either in its own name or in name of the Participant or otherwise, and in such manner and on such terms and conditions as it thinks fit, to take possession of and realise the Security Assets and apply the proceeds of realisation in or towards payment or satisfaction of the Secured Obligations in accordance with Clause 7.5 (*Application of proceeds*), and in particular, without limiting the generality:

* + - * 1. to call in and/or uplift or withdraw the sums standing to the credit of the Account[s] in whole or part (and whether or not any deposit period may be broken by so doing);
        2. to do all things it may consider necessary or expedient for the realisation of the Security Assets or incidental to the exercise of any of the rights conferred on it under or in connection with this Deed, the Law of Property Act , the Conveyancing and Law of Property Acts or the Irish Act; and
        3. generally to exercise all the rights powers and discretions in respect of the Security Assets it would be entitled to exercise if it were the absolute owner of the Security Assets, provided that any monies recovered under this Deed shall be applied in accordance with Clause 7.5.
  1. **Application of proceeds**

All monies realised or otherwise arising from the enforcement of the Security shall be applied by the Market Operator in or towards payment of any Secured Obligations in accordance with the terms of the Code, and in particular:

* + - * 1. firstly, towards payment of any Shortfall (excluding any Market Operator Charge) together with any applicable Interest or Default Interest~~;~~
        2. secondly, towards payment of any Unsecured Bad Debt;
        3. thirdly, towards payment of any Variable Market Operator Charges together with any applicable Interest; and
        4. fourthly, towards payment of any surplus to the Participant;

***provided that*** prior to the enforcement of the Security, any credit balances held in the Account[s] shall be applied in accordance with paragraphs 6.32 and 6.35 of the Code.

This Clause is subject to the settlement of any claims which have priority over the Security and shall not prejudice the Market Operator's right to recover any shortfall from the Participant in accordance with the provisions of the Code.

* 1. **Balance**

The rights powers and discretions conferred on the Market Operator (subject to the terms of the Code) under this Deed are subject only to its obligation to account to the Participant for any balance of the Security Assets or their proceeds remaining in its hands after the Secured Obligations have been fully and unconditionally paid and discharged.

* 1. **Third parties**
     1. No person dealing with the Market Operator in relation to the Security Assets shall be concerned to enquire whether any event has occurred upon which any of the rights, powers and discretions conferred under or in connection with this Deed or (in the case of Security Assets located in England) the Law of Property Act or (in the case of Security Assets located in Northern Ireland) the Conveyancing and Law of Property Acts or (in the case of Security Assets located in Ireland) the Irish Act is or may be exercisable, or whether any of the rights, powers and discretions exercised or purported to be exercised by it hereunder has otherwise become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any right, power or discretion hereunder. All the protection to purchasers and other persons contained in Sections 104 and 107 of the Law of Property Act (in respect of Security Assets located in England), Sections 21 and 22 of the Conveyancing and Law of Property Act 1881 (in respect of Security Assets located in Northern Ireland) and sections 104, 105 and 106(1) of the Irish Act (in respect of Security Assets located in Ireland) shall apply to any person purchasing from or dealing with the Market Operator as if the Secured Obligations had become due and the statutory powers of sale in relation to the Security Assets had arisen on the date of this Deed.
     2. The receipt or discharge of the Market Operator shall be an absolute discharge to any purchaser or other person dealing with the Market Operator in relation to the Security Assets and any such purchaser or other person shall not have any obligation to enquire after or see to the application of any payments made by it to the Market Operator or at its direction.
  2. **Redemption of prior securities**
     1. The Market Operator shall be entitled at any time:
        + 1. to redeem any prior Security Interest over the Security Assets; and/or
          2. to procure the transfer of such Security Interest to itself or its nominee; and/or
          3. to settle and pass the accounts of the person or persons entitled to any such prior Security Interest and any accounts so settled and passed shall, save for manifest error, be conclusive and binding on the Participant.
     2. The Participant shall pay the Market Operator, immediately on demand, the costs and expenses incurred by the Market Operator in connection with any such redemption and/or transfer, including the payment of any principal or interest, and these shall be subject to the terms of Clause 10 (*Miscellaneous*) and shall be Secured Obligations.

1. **RELEASE**
   1. **Release**

When the Market Operator confirms in writing to the Participant that the Secured Obligations have been fully and unconditionally paid or discharged the Market Operator shall at the Participant's request, and at its expense, discharge the Security and retransfer to the Participant so much of the Security Assets as has not been realised or applied in or towards satisfaction of the Secured Obligations. Any payment or realisation in respect of the Secured Obligations which in the reasonable opinion of the Market Operator is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably effected until the expiry of the period during which it may be challenged on any such ground.

* 1. **Avoidance of payments**

The Market Operator's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Market Operator on the faith of any such payment or realisation.

* 1. **Retention of Security**

If any payment or realisation in respect of the Secured Obligations is, in the Market Operator's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Market Operator shall be entitled to retain this Deed and the Security undischarged and shall not be obliged to retransfer the Security Assets until the expiry of the period during which it may be challenged on any such ground.

1. **LIABILITY OF MARKET OPERATOR**
   1. **Liability**

The Market Operator shall not in any circumstances be liable to the Participant or any other person as mortgagee in possession or otherwise for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of the Security or any realisation, appropriation or application of the Security Assets or from any act, default or omission of the Market Operator in relation to the Security Assets or otherwise in connection with this Deed and the Security except to the extent caused by reckless or wilful misconduct.

1. **MISCELLANEOUS**
   1. **Assignment**
      1. The Market Operator may at any time, with the prior written consent of the Regulatory Authorities (but without notice to or consent of the Participant), assign or transfer the benefit of this Deed and the Security or any of its rights or obligations thereunder, provided that such assignment and transfer is in compliance with any applicable requirements of the Code. The Market Operator shall, with the prior written consent of the Regulatory Authorities, be entitled to impart any information concerning the Participant to any assignee, transferee or proposed assignee or transferee or to any person who may otherwise enter into contractual relations with the Market Operator in relation to this Deed, the Secured Assets or the Secured Obligations.
      2. The Participant may not assign, transfer or otherwise deal with the benefit or burden of this Deed or the Security or any of its rights or obligations thereunder.
      3. This Deed shall be binding upon and inure to the benefit of each of the parties hereto and the Market Operator’s respective permitted successors, transferees and assignees and references in this Deed to any of them shall be construed accordingly.
   2. **Entire agreement**

This Deed constitutes the entire agreement and understanding of the parties in relation to the security interests created herein in furtherance of the provisions in Section 6 of the Code and supersedes any previous agreement between the parties relating to the subject matter of this Deed.

* 1. **Non-reliance**

Each of the parties acknowledges and agrees that in entering into this Deed it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party or not) other than as expressly set out in this Deed.

* 1. **Amendments**

No amendment or variation of this Deed shall be effective unless it is in writing and executed by or on behalf of each of the parties.

* 1. **Third party rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and only the parties hereto may enjoy its benefit or enforce its terms.

* 1. **Counterparts**

This Deed may be executed in any number of counterparts, and by one or more parties hereto in separate counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

* 1. **Expenses**
     1. Each Party shall pay its own costs incurred in connection with the negotiation, preparation and execution of this Deed.
     2. The Market Operator shall pay any costs incurred in connection with the registration of this Deed.

1. **NOTICES**
   1. **Notices and deemed receipt**
      1. Any demand or notice to be given under this Deed shall be in writing signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or by facsimile to the address and for the attention of

the relevant party set out in Clause 11.2 (or as otherwise notified by that party thereunder). Any such notice shall be deemed to have been received:

* + - * 1. if delivered personally, at the time of delivery or attempted delivery;
        2. in the case of pre-paid recorded delivery or registered post, at the time of delivery or attempted delivery; and
        3. in the case of facsimile, at the time of transmission, where in order to prove transmission it shall be sufficient to produce confirmation of uninterrupted transmission by a transmission report,

provided that if deemed receipt occurs before 9am on a Working Day the notice shall be deemed to have been received at 9am on that day and if deemed receipt occurs after 5pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9am on the next Working Day.

* 1. **Addresses for notices**

The addresses and facsimile numbers of the parties for the purposes of this Clause 11.2 are:

**The Market Operator**

Address: [ ]

For the attention of: [ ]

Fax number: [ ]

**The Participant**

Address: [ ]

For the attention of: [ ]

Fax number: [ ]

or such other address or facsimile number as may be notified in writing from time to time by the relevant party to the other.

* 1. **No electronic service**

For the avoidance of doubt no demand or notice given under this Deed shall be validly given if sent by e-mail.

1. **GOVERNING LAW AND JURISDICTION**

12.1 This Deed (including any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with: (i) insofar as the Security Assets are located in England, the laws of England; insofar as the Security Assets are located in Northern Ireland, the laws of Northern Ireland; and (iii) insofar as the Security Assets are located in Ireland, the laws of Ireland.

12.2 The parties irrevocably submit: (i) insofar as the Security Assets are located in England, to the non-exclusive jurisdiction of the English Courts; (ii) insofar as the Security Assets are located in Northern Ireland, to the non-exclusive jurisdiction of the Northern Irish Courts; and (iii) insofar as the Security Assets are located in Ireland, to the non-exclusive jurisdiction of the Irish Courts.

**EXECUTED AND DELIVERED** as a deed on the date first above stated.

**SCHEDULES**

**SCHEDULE 1**  
**The Account[s] and Account Bank[s]**

**Name of Number of Bank, Branch and sort code**

**Account Account where Account held**

[ ] [ ] [ ]

**SCHEDULE 2**  
**Part 1: Notice of charge to Account Bank(s)**

**[On letterhead of Participant]**

To: Name of Account Bank (the “**Account Bank**”)

Branch: [ ]

Address: [ ]

Attention: [ ]

Date: [ ]

Dear Sirs

**Account number[s]: [specify] (the "Account[s]")**

We ([*insert name*] (the "**Participant**") hereby give notice that by a Deed of Charge and Account Security between us and EirGrid p.l.c. and SONI Limited together trading as the Single Electricity Market Operator (the "**Market Operator**") dated the [ ] day of [ ] 200[ ] (the "**Account** **Security**") we have charged by way of first fixed charge to the Market Operator our whole right, equitable title and beneficial interest present and future in the Account[s], the debt(s) thereby represented, and all sums, whether principal or interest, now or hereafter deposited in or otherwise standing to the credit of the Account[s]. A copy of the Account Security is annexed.

We irrevocably instruct and authorise you, without further reference to, or enquiry or permission from, us:

1. to disclose to the Market Operator any information about the Account[s] which it may request;
2. to comply with the terms of any written notice or instruction relating to the Account[s] which you may receive from the Market Operator;
3. to hold all sums standing at credit of the Account[s] to the order of the Market Operator;
4. to pay or release any sum standing at credit of the Account[s] only in accordance with the written instructions or with the written consent of the Market Operator.

For the avoidance of doubt, any notice, instruction or authorisation from the Market Operator may validly be given by fax or email.

The instructions and authorisations in this letter may not be revoked or amended without the prior written consent of the Market Operator.

Please confirm that you have not received notice or are otherwise aware of any other assignment, charge, encumbrance or third party interest in respect of the Account[s] or the sums standing at credit of or any rights or benefits relating to the Account[s] and that you have not claimed or exercised, and will not claim or exercise any right of set-off, counterclaim, deduction, lien or combination of accounts or security interest in respect thereof.

In the absence of gross negligence or wilful misconduct on its part, the Account Bank shall not be liable to the Participant, Market Operator or any other person with respect to any act or omission in connection with the services provided. Provided that it has complied with the terms of the written acknowledgement by it of this notice and, to the extent not inconsistent with such acknowledgment, with the mandate relating to, and terms and conditions applicable to the Account[s], under no circumstances shall the Account Bank be liable to the Participant, Market Operator or any other person for indirect or consequential damages and the Account Bank shall not in any event be liable for the following direct losses: loss of profits, loss of contracts, loss of goodwill, whether or not foreseeable, even if the Account Bank has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

This letter is governed by [Northern Irish/Irish/English] law\*.

Please acknowledge receipt and confirm your agreement to the terms hereof by sending the attached acknowledgement to the Market Operator with a copy to us.

Yours faithfully

For and on behalf of [Participant]

……………………………………………….

Authorised Signatory

\*Please delete as appropriate

**SCHEDULE 2  
Part 2: Acknowledgement from Account Bank(s)**

**[On letterhead of [each] Account Bank]**

To: EirGrid p.l.c.

and SONI Limited

Address: [ ]

Attention: [ ]

Date: [ ]

Dear Sirs

**Account number[s]: [specify] (the "Account[s]")**

We hereby acknowledge receipt from [Participant] of a notice of charge dated [ ] (the "**Notice**") of its whole right, equitable title and beneficial interest, present and future, in and to the Account[s], the debt(s) thereby represented, and all sums, whether principal or interest, now or hereafter deposited in or otherwise standing to the credit of the Account[s]. We also acknowledge receipt of a copy of the Deed of Charge and Account Security dated [ ] 200[ ] between you and the Participant (the “**Account Security**”).

We confirm that:

a we accept the instructions contained in the Notice and undertake to comply with its terms;

b we have not received nor are we aware of any other assignment, charge, encumbrance or third party interest in the Account[s] or the sums standing at credit of or, any rights and benefits relating to the Account[s];

c we have not claimed or exercised, nor will we claim or exercise, any right of set-off, counterclaim, deduction, lien, combination of accounts or security interest in respect of the Account[s]; and

d we will not permit any amount to be withdrawn from the Account[s] except on your written instructions or with your prior written consent in accordance with the provisions of Clause 6 (Withdrawals) of the Account Security (which instructions or consent appear on their face to be validly given and Danske Bank A/S has not nor is it required to verify or confirm with any person whether such notice or consent was actually given by any person authorised to do so or the circumstances which would entitle such notice to be given had actually occurred) or otherwise (to the extent not inconsistent with the foregoing) in accordance with any bank mandate in relation to the Accounts.

We are aware that you will rely on this letter in respect of your rights under the Account Security.

This letter is governed by [Northern Irish/Irish/English] Law\*.

Yours faithfully

For and on behalf of [Account Bank]

………………………………………………………..

Authorised Signatory

Copied to: [Participant]

Address:

Attention:

\*Please delete as appropriate

[Appropriate execution blocks for Participant to execute as a deed to be included]

**THE COMMON SEAL** of

**EirGrid p.l.c.**

**was affixed hereto**

**and this Deed was delivered:**

Director

Director/Secretary

**EXECUTED and DELIVERED as a**

**DEED by SONI Limited**

**acting by:**

Director

Full Name

Director

Full Name

1. Where “JJ” is an identifier for the Jurisdiction in which the Interconnector injection point resides (e.g. NI or ROI). [↑](#footnote-ref-1)
2. Note: This excludes non-physical Generator Units i.e. Interconnector Units, Interconnector Residual Capacity Units, Interconnector Error Units and Netting Generator Units [↑](#footnote-ref-2)