

Northern Ireland Electricity Limited

Market Registration Code

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MARKET REGISTRATION CODE

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MARKET REGISTRATION CODE

PART A: Introductory matters

1. Introduction

- 1.1 This Code is established in accordance with Condition 29 of the NIE Licence. The Code Procedures are incorporated into and form part of this Code. The Market Guides published by NIE from time to time, Schedule 2 (the form of Market Registration Framework Agreement) and Schedule 6 (the Central Design Authority Board Procedures) are for reference only and do not form part of this Code.
- 1.2 The objectives of the Market Registration Arrangements are specified in the NIE Licence. The Code covers:
 - 1.2.1 certification, re-certification and removal of certification of Suppliers and grant of Dispensations to Suppliers;
 - 1.2.2 registration of Meter Points by Suppliers, including initial registration, changes to registration, changes to data relating to the registration, objections and cancellation;
 - 1.2.3 processing of data from Meter Points, including data collection, processing, transfer and aggregation;
 - 1.2.4 communications about Fieldwork requested by Suppliers; and
 - 1.2.5 nomination to NIE of contracted generation relationships between Generators embedded in the Distribution System and Suppliers.
- 1.3 Each Supplier agrees that the Code provides exclusively for the systems and processes required in relation to their activities under the provisions of Schedules 6 and 7 of the Electricity Order listed in paragraphs 1.4 and 1.5, and that the Supplier shall not utilise a process or procedure outside of the Code in relation to these provisions except to the minimum extent as may be necessary for compliance with the Supplier's legal obligations.
- 1.4 Paragraph 1.3 applies to the following paragraphs and sub-paragraphs of Schedule 6 of the Electricity Order:
 - 1.4.1 1(2)(a) and 1(b) relating to alteration of positioning and replacement of meters to meet the needs of disabled people;
 - 1.4.2 2(2)(a), 2(2)(b) and 2(2)(c) relating to cutting of supply for non-payment and recovery of expenses for the same;

- 1.4.3 3(1) and 3(2) relating to the offence of restoration of connection without consent;
 - 1.4.4 4(1)(b); 4(3) and 4(4) relating to the offence of damage to meters, disconnection of premises if such an offence has been committed, removal of the meter and storage of the same;
 - 1.4.5 5(1) relating to entry of premises in order to read any meter, remove, inspect or reinstall any meter;
 - 1.4.6 6(1) and 6(2) relating to entry of premises where the relevant person is authorised to disconnect premises and remove any meter;
 - 1.4.7 10(1)(a) relating to leaving the premises no less secure after entry to disconnect premises and remove a meter; and
 - 1.4.8 12 relating to the property in meters and electrical plant let or hired to the Customer.
- 1.5 Paragraph 1.3 applies to the following paragraphs and sub-paragraphs of Schedule 7 of the Electricity Order:
- 1.5.1 2(1); 2(2); 2(3); 2(4) and 2(5) relating to installation of meters, replacement of meters and discontinuation of supply if the Customer refuses to take supply through an appropriate meter;
 - 1.5.2 3(1) relating to provision of meters of an approved pattern and installation of meters in an approved manner;
 - 1.5.3 4(1) relating to an offence if meters installed are not approved or certified;
 - 1.5.4 6(3)(a) relating to certification of meters by an examiner;
 - 1.5.5 7(1) and 7(2) relating to apparatus for examination, testing and regulation of meters;
 - 1.5.6 9(1) to 9(3) relating to disputes as to the accuracy of any meter;
 - 1.5.7 11(1); 11(2) and 11(3) relating to keeping meters in proper order, removal, inspection and reinstallation of meters; and
 - 1.5.8 12(3) and 12(4) removal of meters where the register of such a meter has been altered and the safe keeping of the meters so removed.

2. **Application**

- 2.1 This Code is relevant to NIE and all Suppliers supplying Customers connected to the NIE System.
- 2.2 Before the holder of, or applicant for a Supply Licence can have any rights or obligations under or do anything provided for in this Code, it must become a party to the Market Registration Framework Agreement. Except where expressly provided otherwise, the rights of a Supplier under this Code cease if it ceases to be a party to the Market Registration Framework Agreement.
- 2.3 The parties to the Market Registration Framework Agreement as at the MRC Commencement Date are the Original Parties, comprising NIE and all Suppliers who have executed the Market Registration Framework Agreement on or before the MRC Commencement Date. After the MRC Commencement Date, an applicant for, or the holder of, a Supply Licence may become a party to the Market Registration Framework Agreement by entering into an Accession Agreement with NIE. NIE will enter into such Accession Agreements on behalf of NIE and all Suppliers.
- 2.4 Any person wishing to become a party to the Market Registration Framework Agreement must submit an application to NIE in the form prescribed by NIE from time to time. The application form is available from NIE on request.
- 2.5 Where an applicant for a Supply Licence has entered into an Accession Agreement, it is a condition precedent to that Accession Agreement coming into effect that the Supply Licence is granted.
- 2.6 Each Participant is required to comply with this Code as amended from time to time.
- 2.7 Each Participant shall discharge its obligations and perform its functions under this Code in accordance with Good Industry Practice.

3. **Definitions and interpretation**

- 3.1 In this Code, unless the context otherwise requires capitalised words and phrases have the meaning given to them in Part I of Schedule 1.
- 3.2 The rules of interpretation applicable to this Code are set out in Part II of Schedule 1.

PART B: Certification

4. Supplier Certification (MP NI 501, 506-509)

- 4.1 All Suppliers must apply for and be Certified before the Supplier can register any Meter Point, exercise any of the rights of Suppliers contained in the Code Procedures, send messages through the Electricity Market Messaging Application or object to a change of Supplier request.
- 4.2 Each Supplier that is required to be Certified must, at its own cost, establish, maintain and from time to time upgrade as appropriate the systems and processes in relation to their interfacing with the Electricity Market Messaging Application needed to obtain and maintain Certification.
- 4.3 The Certification process assesses the ability of a Supplier to discharge its functions in the Market Registration Arrangements and the ability of the Supplier's systems and processes to support the discharge of those functions.
- 4.4 The Certification process shall be conducted in accordance with MP NI 501 and MP NI 506 to MP NI 509 inclusive.
- 4.5 Any Supplier not Certified in accordance with this Code ("Non-Certified Supplier") is subject to the following restrictions:
 - 4.5.1 the Non-Certified Supplier may not register any Meter Points or exercise any of the rights of Suppliers contained in those Code Procedures, including any right of access to the Market Website;
 - 4.5.2 the Non-Certified Supplier is not entitled to send messages through the Electricity Market Messaging Application except for the purposes of a Supplier becoming Certified in accordance with this Code and the Retail Market Procedures; and
 - 4.5.3 the Non-Certified Supplier is not entitled to object to a change of Supplier request.

5. Supplier Re-Certification (MP NI 502, 506-509)

- 5.1 Each Certified Supplier must apply for and be Re-Certified at the times specified in MP NI 502.
- 5.2 The Re-Certification process assesses the continuing ability of a Supplier to discharge its functions in the Market Registration Arrangements and the continuing ability of the Supplier's systems and processes to support the discharge of those functions.

5.3 The Re-Certification process shall be conducted in accordance with MP NI 502, MP NI 506 – 509 (inclusive).

5.4 If a Certified Supplier fails to apply to be Re-Certified in accordance with paragraph 5.1, the Supplier's Certification will lapse in accordance with MP NI 503.

6. **Dispensations (MP NI 504)**

6.1 A Supplier may apply for a Dispensation from those of the Certification requirements for which a Dispensation can be given as specified in MP NI 504.

6.2 The procedures for applying for a Dispensation and the circumstances in which a Dispensation may be granted are described in MP NI 504.

7. **Removal of Certification (MP NI 503)**

7.1 MEPCT (the Market Entry Process Co-ordination Team) may remove the Certification of a Supplier in accordance with and in the circumstances set out in MP NI 503.

7.2 Where the Certification of a Supplier is removed, MEPCT shall publish information and notify the relevant parties in accordance with MP NI 503.

7.3 Upon removal of Certification:

7.3.1 if the Supplier ceases to have a Supply Licence then all Meter Points registered to that Supplier may be transferred to another Supplier in accordance with MP NI 503; and

7.3.2 if the Supplier continues to hold a Supply Licence, then the restrictions described in paragraph 4.5 shall apply to the Supplier as described in MP NI 503.

8. **Disputes and Appeals (MP NI 505)**

8.1 A decision of the MEPCT granting or refusing an application for Certification or Re-Certification or for a Dispensation may be appealed in accordance with MP NI 505.

8.2 A decision to grant or refuse an application for Certification does not take effect:

8.2.1 until after the time for making appeals as specified in MP NI 505 has expired; or

8.2.2 if the applicant raises a dispute with MEPCT, until after the dispute is resolved, or, if the decision to grant or refuse the application is appealed, until after the appeal is decided by the Utility Regulator.

8.3 A decision to grant or refuse an application for Re-Certification does not take effect:

- 8.3.1 until after the time for making appeals as specified in MP NI 505 has expired; or
 - 8.3.2 if the applicant raises a dispute with MEPCT, until after the dispute is resolved, or, if the decision to grant or refuse the application is appealed, until after the appeal is decided by the Utility Regulator.
- 8.4 A decision to grant a Dispensation has immediate effect, notwithstanding that any dispute or appeal may have been raised in accordance with MP NI 505. Where a decision to refuse a Dispensation or to grant the Dispensation with restrictions is appealed, paragraphs 8.4.1 to 8.4.3 apply.
- 8.4.1 If MEPCT is able to resolve the dispute in accordance with MP NI 505, then that resolution shall have immediate effect.
 - 8.4.2 If MEPCT is unable to resolve the dispute and the decision to refuse the Dispensation or to grant the Dispensation with restrictions is referred to the Utility Regulator, and the Utility Regulator determines that the Dispensation should have been refused, then the Dispensation lapses automatically and the Supplier must apply for Re-Certification.
 - 8.4.3 If MEPCT is unable to resolve the dispute and the decision to refuse the Dispensation or to grant the Dispensation with restrictions is referred to the Utility Regulator, and the Utility Regulator determines that the restrictions or different restrictions or no restrictions should have been imposed, then the Dispensation applies immediately with the restrictions (if any) as determined by the Utility Regulator.
- 8.5 A decision to remove the Certification of a Supplier does not take effect:
- 8.5.1 until after the time for making appeals as described in and in accordance with MP NI 505 has expired; or
 - 8.5.2 if the applicant raises a dispute with MEPCT, until after the dispute is resolved, or, if the decision to grant or refuse the Dispensation is appealed, until after the appeal is finally decided by the Utility Regulator (and then only if the appeal is refused).
- 8.6 Subject to paragraph 26.9, the disputes and appeals process in MP NI 505 is the sole remedy of a Supplier dissatisfied with any matter arising out of or relating to the Certification, Re-Certification and Dispensation processes.
9. **MEPCT (Market Entry Process Coordination Team)**
- 9.1 NIE shall establish the MEPCT and shall provide for there to be established, within the MEPCT, the Test Coordination Centre ("TCC").

- 9.2 NIE shall, from time to time, appoint a Market Entry Process Coordinator to undertake the functions assigned to that role under this Code and to oversee the operations of the MEPCT.
- 9.3 NIE shall, from time to time, appoint a Test Coordinator to undertake the functions assigned to that role under this Code and to oversee the operations of the TCC.
- 9.4 The MEPCT shall be responsible, subject to and in accordance with this Code, for:
- 9.4.1 undertaking the processes for Suppliers to be refused Certification, Certified, Re-Certified, have their Certification removed or granted a Dispensation in accordance with this Code;
 - 9.4.2 undertaking, through the Market Entry Process Coordinator, the tasks that the MEPCT and the Market Entry Process Coordinator are required or empowered to take under this Code;
 - 9.4.3 undertaking, through the Test Coordinator, the tasks that the TCC and the Test Coordinator are required or empowered to take under this Code;
 - 9.4.4 receiving, collecting and holding such data and information and to prepare such records as are provided for in this Code or as may be necessary in order to comply with this Code; and
 - 9.4.5 doing such other things as may be reasonably necessary or incidental to these functions.
- 9.5 Subject to paragraph 30.2 (relating to confidential information), NIE may contract with a third party (other than another Supplier) to perform the role of Market Entry Process Coordinator or Test Coordinator (or both) on such terms as NIE considers appropriate.
- 9.6 Each Supplier shall comply with the Certification, Re-Certification and Dispensation processes and co-operate with the MEPCT, Market Entry Process Coordinator and Test Coordinator in so far as is reasonably necessary to enable them to discharge their functions in these processes. Each Supplier shall ensure that any agent appointed by it for the purpose of assisting the Supplier to become Certified or Re-Certified also comply with this paragraph 9.6.

PART C: Registration

10. Meter Points

- 10.1 NIE will allocate a Meter Point Registration Number ("MPRN") to each Meter Point.
- 10.2 NIE will maintain a register of Meter Points and will publish information about such Meter Points as described in MG NI 23.
- 10.3 Each Supplier shall include the MPRN on all invoices or statements that it provides to Customers, or in the event that the Supplier does not provide invoices or statements to Customers, shall otherwise make the MPRN available to the Customer.
- 10.4 The inventory of Meter Points for unmetered supplies is managed by NIE as described in MG NI 30.

11. Obligation to register

- 11.1 Each Supplier shall register all Meter Points for all Customers to which it intends to provide a supply of electricity prior to commencing such supply.
- 11.2 A Supplier may only register a Meter Point for a particular Customer in accordance with the rules set out in MP NI 1, MP NI2 (for credit Meter Points), MP NI 37 (for keypad Meter Points) and MP NI 29 (for Grouped Unmetered Meter Points).

12. Meter Point Registration processes

- 12.1 Where a Supplier wishes to register a Meter Point for a new connection, then in accordance with and subject to MP NI 27 (for New Grouped Unmetered Meter Points) or MP NI 5 (for New Non-Interval Metered Connections) or MP NI 6 (for New Interval Metered Connections):
 - 12.1.1 the Supplier must apply to register the Meter Point;
 - 12.1.2 NIE will validate the application and may accept or reject the application and where the application is accepted, will energise the Meter Point and the registration will become effective;
 - 12.1.3 where an accelerated new Non-Interval Metered connection registration is required, then in accordance with MP NI 5 NIE will endeavour to accelerate the connection process including contacting the Default Supplier to provide a registration request where no registration is received from another Supplier.

- 12.2 Where a Supplier ("New Supplier") wishes to register a Meter Point that is currently registered to another Supplier ("Existing Supplier"), then in accordance with and subject to MP NI 1, MP NI 2 (for Credit Metered Meter Points), or MP NI 37 (for Keypad Metered Meter Points) or MP NI 29 (for Grouped Unmetered Meter Points):
- 12.2.1 the New Supplier must apply to register the Meter Point;
 - 12.2.2 NIE will validate the application from the New Supplier and may accept or reject it; and
 - 12.2.3 where the application is accepted, but subject to paragraph 12.4, NIE will inform the Existing Supplier of the application, will undertake work requested or required for the registration of the Meter Point to the New Supplier, will confirm completion of the registration and the registration will become effective.
- 12.3 The New Supplier may seek to cancel the registration application and where it does so, NIE will validate and process the cancellation request in accordance with and subject to MP NI 3.
- 12.4 The Existing Supplier may object to an application by a New Supplier and where it does so, NIE will validate and process the objection in accordance with and subject to MP NI 3.
- 12.5 In applying to register a Meter Point or objecting to such an application the Existing Supplier and the New Supplier shall comply with MP NI 115 relating to domestic Customers in debt.
- 12.6 In applying to register a keypad metered Meter Point the Existing Supplier and New Supplier shall comply with MP NI 116 relating to the transfer of retained credit.
- 12.7 A Supplier may request a change of SSAC and/or Supplier Unit for a Meter Point in accordance with and subject to MP NI 20.

13. **Data collection and processing**

- 13.1 Meter Point Data Processing will be undertaken in accordance with and on the terms of this Code. Meter Point Data Processing is undertaken principally by NIE. Suppliers also have a role as described in the applicable Retail Market Procedures listed below. Meter Point Data Processing as set out in the Retail Market Procedures comprises:
- 13.1.1 collection and verification of meter readings and provision of those readings to the data processor;
 - 13.1.2 the processing, validation and estimation of the data by the data processor, including the processing of data for Long Term Vacant Sites,

and for Unmetered Technical MPRNs, the calculation of expected consumption;

- 13.1.3 the provision of processed data to Suppliers and Generators;
- 13.1.4 the investigation of meter failures;
- 13.1.5 the processing of withdrawn and replacement readings and estimates;
- 13.1.6 calculation of actual usage factors and estimated usage factors; and
- 13.1.7 the processing of disputed change of Supplier readings.

13.2 The following Retail Market Procedures apply to Meter Point Data Processing:

- 13.2.1 MP NI 14 which applies in respect of Non-Interval Metering; and
- 13.2.2 MP NI 15, which applies in respect of Interval Metering;
- 13.2.3 MP NI 31 which applies in respect of Unmetered Data Processing; and
- 13.2.4 MP NI 17 which describes the process to be followed when a non-metered adjustment to consumption is required.

14. **Data aggregation and derived data**

- 14.1 In accordance with and subject to MP NI 16, NIE will aggregate the data collected in respect of all Meter Points registered to Suppliers under this Code each month and will provide data files to the Market Operator, and Market Messages to Suppliers and relevant Generators.
- 14.2 NIE may adjust aggregated consumption data and report as required to the Market Operator and the Supplier concerned as provided for in MP NI 16.

15. **Changes to Connection Characteristics**

- 15.1 In accordance with and subject to MG NI 8:
 - 15.1.1 Following notification by NIE of pending changes to Connection Characteristics associated with a quotation provided by NIE to the Customer, if a Supplier has an issue with the proposed change he must contact the Customer to resolve the issue;
 - 15.1.2 NIE may also initiate changes to Connection Characteristics outside of a request from a Customer in circumstances set out in MG NI 34;
 - 15.1.3 NIE will notify the Supplier of the new characteristics and, for changes of metering configuration, the meter technical details.

16. **Customer Data and Agreements**

16.1 In accordance with and subject to MP NI 24 (Change to Customer Details):

16.1.1 Suppliers must advise NIE of changes to Customer and site data when they become aware that a change has occurred;

16.1.2 NIE will review the notification and will advise the Supplier of all accepted and rejected changes.

16.2 In accordance with and subject to MP NI 25 (Change of Legal Entity) in respect of metered Meter Points and MP NI 32 in respect of Grouped Unmetered Meter Points:

16.2.1 Suppliers must advise NIE when they become aware that a change of tenancy or legal entity has occurred, and the identity of the new owner or occupier is known;

16.2.2 Readings may be included and change of use requested for metered Meter Points;

16.2.3 NIE will validate the request and may reject in the circumstances set out in MP NI 25 and MP NI 32.

17. **Fieldwork**

17.1 In this paragraph 17, Fieldwork, the phrase "applicable Retail Market Procedures" refers to one or more of the following categories of Fieldwork, as appropriate:

17.1.1 MP NI 9 which applies in respect of De-Energisation;

17.1.2 MP NI 10 which applies in respect of Re-Energisation;

17.1.3 MP NI 11 which applies in respect of Changes to Meter Configuration;

17.1.4 MP NI 18 which applies in respect of Special Reads;

17.1.5 MP NI 35 which applies in respect of Changes of Metering Non-Interval to Interval; and

17.1.6 MP NI 38 which applies in respect of the booking of Customer appointments for fieldwork.

17.2 Subject to paragraph 17.3, a Supplier may request NIE to undertake Fieldwork as described in the applicable Retail Market Procedures.

17.3 NIE may reject a request for Fieldwork from a Supplier in the circumstances set out in the applicable Retail Market Procedures. Cancellation of Fieldwork by a Supplier or NIE is governed by the applicable Retail Market Procedures.

- 17.4 Suppliers must pay NIE's charges for Fieldwork as described in the applicable Retail Market Procedures and listed in MG NI 41. These charges will be invoiced by NIE and are payable in accordance with paragraph 26 (Fees and charges) of this Code.
- 17.5 In circumstances where Fieldwork cannot be completed or where completion is delayed, NIE will inform the Supplier in accordance with the applicable Retail Market Procedure. Participants acknowledge that there may be circumstances beyond the control of NIE that lead to inability to complete or delays in completion of Fieldwork.
- 17.6 This paragraph 17 is without prejudice to the terms of any Transmission Use of System Agreement or Distribution Use of System Agreement, including terms relating to de-energisation.

18. **Generator Nominations**

- 18.1 There is a requirement under the Trading and Settlement Code for non-price effecting generation (which term includes Predictable Price Makers, Predictable Price Takers, Variable Wind Price Makers and Variable Wind Price Takers under the Trading and Settlement Code (such terms as defined in the Trading and Settlement Code)) to be aggregated by NIE. The Generator or its intermediary must under the Trading and Settlement Code nominate their export for data aggregation.
- 18.2 Where a Generator not participating in the Single Electricity Market established under Trading and Settlement Code contracts with a Supplier, the Supplier shall notify nomination of the Generator export for the purposes of export data aggregation and notify termination of that nomination in accordance with MP NI 7. NIE may reject a notification that does not meet the criteria for valid notifications in MP NI 7.
- 18.3 It is acknowledged that a Generator participating in the Single Electricity Market established under Trading and Settlement Code, or its intermediary, notifies under the Trading and Settlement Code its nomination of the Generator's export for the purposes of export data aggregation. NIE will validate such notification and any notification of termination of that nomination in accordance with the procedure set out in MP NI 7.

19. **Market Messages and the Electricity Market Messaging Application**

- 19.1 The Supplier and NIE must use the Electricity Market Messaging Application to exchange Market Messages.
- 19.2 All Market Messages must be in the form, and include the information, described in the relevant Market Message Implementation Guides.

- 19.3 Subject to notification by a Participant that its security information has been compromised pursuant to paragraph 19.4, Participants are entitled to rely on Market Messages made using valid security information such as user name, passwords and digital certificates and are not required to enquire further into the source of any Market Message.
- 19.4 Participants are responsible for ensuring that all security information issued to them for the purposes of using the Electricity Market Messaging Application is kept secure. Participants should notify the provider of the information immediately upon becoming aware of any unauthorised use of any security information or any other breach of security in relation to the Electricity Market Messaging Application. Participants becoming aware that the security of their security information has been compromised should notify all other Participants immediately that such security information may not automatically be relied on.
- 19.5 Subject to written agreement between NIE and the relevant Supplier, Market Messages are only to be exchanged in accordance with paragraphs 19.1 to 19.3 (as applicable to the Supplier concerned).

20. **Use of EMMA**

- 20.1 NIE grants each Supplier that is a party to the TIBCO Licence Agreement and has paid the EMMA Fee access to the Electricity Market Messaging Application for the purpose of exercising its rights and performing its obligations under the Code. Subject to paragraph 20.7, the Electricity Market Messaging Application may only be used by each Supplier for the purposes for which it is made available and may not be used and/or copied for any other purpose, adapted, disclosed to any third party or sub-licensed to any third party. Suppliers shall not use hardware on which the Electricity Market Messaging Application is operated for any other purposes.
- 20.2 Although NIE has no reason to believe that use of the Electricity Market Messaging Application will infringe the Intellectual Property Rights or rights of any other kind of any third party, NIE gives no warranty that the Electricity Market Messaging Application or the use by Suppliers of the Electricity Market Messaging Application will not infringe the Intellectual Property Rights or rights of any other kind of any third parties.
- 20.3 Although NIE has no reason to believe that the Electricity Market Messaging Application will not function in the manner intended and subject to the terms of the TIBCO Licence Agreement, NIE gives no warranty that the Electricity Market Messaging Application will function in the manner intended.
- 20.4 Subject to the terms of the TIBCO Licence Agreement, NIE accepts no liability whatsoever for any damage that arises as a result of the use by Suppliers of the

Electricity Market Messaging Application howsoever arising, including any use for the purposes for which it was supplied.

- 20.5 As between NIE and Suppliers, the Supplier shall not have title to any Intellectual Property Rights in the Electricity Market Messaging Application.
- 20.6 While NIE will take all reasonable steps to keep the Electricity Market Messaging Application available for exchange of Market Messages, it cannot guarantee that the Electricity Market Messaging Application will be available without interruption. Access to the Electricity Market Messaging Application may be suspended from time to time without notice, including for maintenance. Subject to any confidentiality restrictions applicable, NIE will give Suppliers information about the expected overall level of availability of the application.
- 20.7 NIE and a Supplier may agree, at the cost of the Supplier, on terms for access to and use by the Supplier of the Electricity Market Messaging Application that are different to those set out in paragraph 20.1 in order to facilitate sub-contracting by the Supplier concerned. Agreement on any such amended licence terms is at the discretion of NIE, and having regard to the terms on which the Electricity Market Messaging Application is made available to NIE.

21. **Support services**

- 21.1 NIE shall provide or shall ensure that there is provided to each Supplier support in relation to the Electricity Market Messaging Application. This paragraph 21.1 does not require NIE to obtain support (or ensure that it is provided) in excess of that provided by the licensor under NIE's licence for use of the Electricity Market Messaging Application.
- 21.2 The obligation to provide support under paragraph 21.1 ceases when the Supplier ceases to be a party to the Market Registration Framework Agreement and/or the TIBCO Licence Agreement.
- 21.3 Suppliers shall pay Support Charges for the support provided in accordance with paragraph 21.1 as may be required by NIE and approved by the Utility Regulator from time to time.
- 21.4 Suppliers may themselves arrange additional support from NIE at their own cost.

PART D: Code Modifications

22. Central Design Authority Board

- 22.1 The Central Design Authority Board provides a forum for all Participants operating in the retail electricity supply market in Northern Ireland. Working in conjunction with the Harmonisation Working Group as appropriate, the scope of the Central Design Authority Board shall include (but not be limited to):
- 22.1.1 Development and implementation of agreed messaging and management systems standards for the liberalised electricity market;
 - 22.1.2 Development and implementation of agreed procedures, codes of practice and draft operational policy to govern the retail market;
 - 22.1.3 Development and agreement of a work programme for the implementation of approved market design changes;
 - 22.1.4 Communication to the industry of changes to agreed market design and testing procedures; and
 - 22.1.5 Encouragement of best practice and co-operation between all Participants.
- 22.2 The Central Design Authority Board shall consider and make decisions in relation to Discussion Requests as provided for in paragraph 24 (Queries and Discussion Requests) and the MRC Change Procedures set out in Schedule 5.
- 22.3 NIE and each Supplier shall have the right to appoint, by notice in writing to the Central Design Authority, one person each to the Central Design Authority Board.
- 22.4 In the event that NIE has not appointed a person to the Central Design Authority Board, or in the event that a Supplier has not appointed a person to the Central Design Authority Board, the Utility Regulator may appoint a person on behalf of NIE or on behalf of the Supplier, as the case may be.
- 22.5 Each Board Member shall be entitled to nominate, by notice in writing to the Central Design Authority, an alternate who shall be entitled to attend and exercise the rights of that Board Member at meetings of the Central Design Authority Board.
- 22.6 The CDA Board Chairman or the Deputy CDA Board Chairman (as applicable) may invite any additional persons to attend meetings of the Central Design Authority Board as Observers. Any other Board Member can request permission from the CDA Board Chairman or Deputy CDA Board Chairman to enable them to invite additional persons to attend meetings of the Central Design Authority Board as Observers. However, it shall be at the sole discretion of the CDA Board Chairman or

the Deputy Board Chairman (as applicable) as to whether such permission is granted. Observers shall be entitled to participate in Central Design Authority Board discussions, but shall not be entitled to participate in any decisions or exercise any voting rights as set out in Schedules 5 and 6. The Chairman may refer matters to working groups made up of people from any of the Participants.

- 22.7 The Utility Regulator shall be entitled to participate in all Central Design Authority Board activities in the capacity of an Observer.
- 22.8 Subject to this Code and the MRC Change Procedures, the Central Design Authority Board shall establish and comply at all times with its own rules and procedures. Such rules and procedures applicable are set out in Schedule 6 and may be amended by the Central Design Authority Board from time to time.
- 22.9 Each Participant shall give notice in writing to the Central Design Authority of the removal of any person nominated by the Participant as a Board Member and of the name of any person appointed by it in place of any person so removed.
- 22.10 No Board Member nor, if applicable, its nominated alternate or an Observer shall be liable for anything done or not done when acting properly in or in connection with that person's office under the Code, or anything done or not done in what that person in good faith believes to be the proper exercise and discharge of the powers, duties, functions and discretions of that office in accordance with the Code. Each Participant hereby irrevocably and unconditionally waives any such liability of any Board Member or its alternate, and any rights, remedies and claims against any Board Member or its alternate in respect thereof.
- 22.11 Nothing in paragraph 22.9 shall exclude or limit the liability of a Board Member or its alternate or an Observer for death or personal injury resulting from the negligence of such person.
- 22.12 Each Participant and its alternate and Observer shall bear the costs and expenses in respect of or incurred by its representatives on the Central Design Authority Board.

23. **Central Design Authority**

- 23.1 NIE shall appoint one or more people to perform the role of the Central Design Authority.
- 23.2 The Central Design Authority shall be responsible for the following functions and activities:
- 23.2.1 organising and facilitating meetings of the Central Design Authority Board including the distribution of notices, meeting papers and other information and the preparation and distribution of minutes;

- 23.2.2 establishing and maintaining a system to record, track and report on the status of Queries and Discussion Requests;
 - 23.2.3 managing the resolution or escalation of Queries as provided for in the MRC Change Procedures;
 - 23.2.4 supporting and facilitating the resolution or escalation of Discussion Requests as provided for in the MRC Change Procedures;
 - 23.2.5 procurement of reports about the impact of Change Requests and preparing implementation plans as provided for in the MRC Change Procedures;
 - 23.2.6 facilitating the implementation of changes to the Code;
 - 23.2.7 providing information on request about Queries Discussion and Change Requests to Participants, the Utility Regulator, the Transmission System Operator and the Market Operator;
 - 23.2.8 working in collaboration with the Retail Market Design Service on a basis as from time to time shall be agreed, to provide the services of the Harmonisation Retail Design Service; and
 - 23.2.9 providing such other administrative services as may reasonably be required for the proper functioning of the Central Design Authority Board and the MRC Change Procedures or as provided for in the Market Registration Arrangements.
- 23.3 Subject to paragraph 30.2 (relating to confidential information), NIE may contract with a third party to perform the role of the Central Design Authority on such terms as NIE considers appropriate.

24. **Queries and Discussion Requests**

- 24.1 Any Participant may raise Queries and Discussion Requests in accordance with the MRC Change Procedures set out in Schedule 5
- 24.2 Changes to the Market Registration Arrangements, other than Code Procedures, may only be made in accordance with Condition 29 of the NIE Licence.
- 24.3 No Supplier shall submit a Discussion Request that alters the delivery times or charges for Fieldwork without the express consent of NIE. Neither the Harmonisation Retail Design Service nor the Central Design Authority Board shall consider further any Discussion Request that has been made in breach of this paragraph.

PART E: General

25. Communications

- 25.1 Subject to paragraph 25.2, all data, notices and other communications to be given under or in connection with the Market Registration Arrangements must be in writing and must either be delivered by hand or sent by first class pre-paid post, by facsimile transmission or by email. Delivery by courier is regarded as delivery by hand.
- 25.2 In the case of Market Messages and other communications that are the subject of specific requirements under this Code or the Retail Market Procedures as to the manner of delivery, the specific requirements must be complied with. In the case of notices that this Code (other than paragraph 25.1) states expressly must be a "notice in writing", if the notice is sent by email then a copy of the notice must also be delivered by hand or sent by first class pre-paid post or by facsimile transmission.
- 25.3 All Suppliers shall supply to NIE an address, facsimile number and e-mail address for service of notices and shall ensure that information is kept up to date. NIE shall disclose that information to any other Supplier who requests it. NIE shall also provide all Suppliers with its own address and, facsimile number and e-mail address for service of notices and shall promptly update all Suppliers in the event of any changes to those details.
- 25.3.1 A communication is taken to have been received:
- 25.3.2 if delivered by hand, at the time of delivery;
- 25.3.3 if sent by first class pre-paid post, at the expiration of two clear Business Days after the time of posting;
- 25.3.4 if sent by facsimile, at the time of completion of transmission by the sender;
- 25.3.5 if sent by electronic mail, at the time it has been received by the recipient's server.

If a communication would otherwise be taken to have been received after close of business hours (being 9:30 a.m. to 5:30 p.m. on a Business Day) under this paragraph 25, it is taken to have been received at the opening of business on the next Business Day.

26. **Fees and charges**

- 26.1 Suppliers must pay to NIE the Code Fees as may be specified by NIE in a schedule of fees and approved by the Utility Regulator from time to time.
- 26.2 Suppliers must pay to NIE all applicable Code Charges and Support Charges.
- 26.3 Suppliers must pay to NIE the EMMA Fees for their use of the Electricity Market Messaging Application, as may be specified by NIE in a schedule of fees set out at www.nie.co.uk and approved by the Utility Regulator from time to time.
- 26.4 NIE will invoice Suppliers for Code Fees, Code Charges, Support Charges and EMMA Fees together with VAT at the applicable rate. All such invoices are payable on the terms for payment set out in this paragraph 26.
- 26.5 NIE may by notice to the Supplier concerned suspend rights to participate in the Market Registration Arrangements if the Supplier has failed to pay any amount due under this Code within 10 Business Days of a notice from NIE requiring it to pay and no notice of dispute under paragraph 26.8 in respect of the amount has been given and remains unresolved.
- 26.6 Subject to paragraphs 26.7, 26.8 and 26.9, invoices under paragraph 26.4 must be paid within 10 Business Days of their receipt by making payment to the account at a bank notified by NIE for the purpose. All invoices must be paid free of any charge, set-off or counterclaim.
- 26.7 If any amount in an invoice is in dispute, then the undisputed amount of the invoice must be paid. Any dispute in relation to an invoice must be raised promptly and in any event within 3 months of the invoice and if the dispute is not raised within that time then the invoice is taken to have been agreed.
- 26.8 If the Supplier wishes to dispute an amount in an invoice, then the Supplier must give NIE notice in writing, including details of the amount in dispute and the reason for the dispute. NIE and the Supplier shall first seek to resolve the dispute amicably and where they cannot do so within 10 Business Days of the notice from the Supplier under this paragraph 26.8, either of them may refer the dispute for resolution under paragraph 27 (Disputes and appeals).
- 26.9 Interest will be charged on overdue amounts (including any amounts the subject of a dispute and subsequently found to be payable) before and after judgment on a daily basis at a default rate which is 3 percentage points per annum above the base lending rate of the Bank of Ireland from the date due for payment until the date paid. Interest accrues daily on the basis of actual days elapsed and a 365 day year, is payable on demand and compounds annually.

27. **Disputes and appeals**

- 27.1 Where MP NI 505 provides for a matter to be resolved through the dispute resolution mechanism described in MP NI 505, then the matter shall be resolved in accordance with MP NI 505.
- 27.2 Subject to paragraph 27.1, any disagreement, difference of opinion or any other dispute between Participants in relation to the Market Registration Arrangements ("Dispute") must be resolved in accordance with this paragraph 27.
- 27.3 Where a Dispute arises, a representative of each of the Participants concerned and with authority to resolve the Dispute must meet within ten Business Days of a request by either Participant (or within such longer time as may be agreed) and seek to resolve the Dispute within 20 Business Days of first meeting.
- 27.4 If, within the relevant time referred to in paragraph 27.3 the meeting does not take place or the parties to the dispute are unable to reach agreement, then any one of those parties may, on not less than five Business Days' notice to the others, refer the Dispute to the Utility Regulator.
- 27.5 The Utility Regulator shall determine the Dispute pursuant to its powers under the Orders. The Utility Regulator shall decide in what proportion the parties to the Dispute will bear the costs of the determination. The determination of the Dispute by the Utility Regulator shall be final and binding on the parties to the Dispute and shall be enforceable in the courts (without prejudice to any right of any such party to judicially review any such determination).
- 27.6 If for any reason the Utility Regulator refuses or fails to accept the reference of the Dispute to it, any of the parties to the Dispute may refer the Dispute to arbitration by a sole arbitrator in accordance with the Rules of the EAA as varied by this paragraph. The parties shall seek to agree the identity of the arbitrator. If, within 15 Business Days of a party's notice to refer the Dispute to arbitration the parties are unable to agree the identity of the arbitrator, any of those parties may apply to the President of the EAA to appoint the arbitrator in accordance with the Rules of the EAA.
- 27.7 The place and seat of the arbitration shall be Belfast and the arbitration shall be conducted in English.
- 27.8 All and any awards of the arbitrator shall be made in accordance with the Rules of the EAA in writing and shall be final and binding on the parties who expressly exclude all and any rights of appeal from all and any awards, to the extent that such exclusion may be validly made. The laws of Northern Ireland shall be the proper law of reference to arbitration under these Market Registration Arrangements.

27.9 Nothing in this Code prevents or restricts a Participant from applying to a court for interlocutory and/or injunctive relief or from exercising any rights it may have to apply to a court by way of appeal against, or judicial review of, any act or omission of the Utility Regulator.

28. **Data**

28.1 Each Participant shall ensure that, and represents and warrants to all other Participants, that all data and other information provided by it pursuant to and in connection with this Code is complete and accurate in all material respects.

28.2 Subject to paragraph 29 (Compliance with Laws), each Participant shall maintain in a safe and secure environment and in such form and allowing for such access as the Utility Regulator may from time to time approve all data and other information owned, held or used by it and required for the proper operation of this Code for a period of not less than seven years from the date of such Participant's creation or receipt of such data or other information or for such shorter period as the Utility Regulator may from time to time approve. This paragraph shall continue to bind a Participant even after such Participant ceases to be a Participant and irrespective of the reason for such cessation.

29. **Compliance with Laws and data protection**

29.1 Each Participant must comply with all Laws as may be applicable to the performance of any rights or obligations by that Participant under this Code.

29.2 Nothing in this Code shall operate to impair any right, power, privilege or remedy of NIE under or in respect of the NIE Licence, (subject to paragraph 26.4 about invoicing) any Transmission Use of System Agreement or Distribution Use of System Agreement, Connection Agreement, Law or Planning Standard.

29.3 Each Supplier and NIE shall, at all times, comply with its respective obligations under all applicable Data Protection Legislation in relation to all Personal Data that is Processed by it in the course of performing its obligations under this Code and the Market Registration Framework Agreement, including maintaining any required notification under the Data Protection Legislation.

29.4 The purposes for which NIE and a Supplier may Process Personal Data in the course of performing its obligations under this Code and the Market Registration Framework Agreement include the following:

29.4.1 to help administer accounts, services and products provided by NIE or the Supplier;

- 29.4.2 for the purposes of registration of a Supplier to a Meter Point, including the provision of information to the existing Supplier and the new Supplier in relation to such registration as provided for in this Code;
 - 29.4.3 to maintain a register of Meter Points as described in this Code and Customer details in relation to each Meter Point;
 - 29.4.4 to exchange information in relation to the performance by NIE of work at the Meter Point of a Customer;
 - 29.4.5 to enable NIE to publish information in relation to Meter Points for the purposes of Suppliers and to operate a call centre in relation to Meter Points for the purposes of Customers;
 - 29.4.6 for the purposes of reporting to the Utility Regulator in accordance with the NIE Licence and the Orders;
 - 29.4.7 to enable NIE to bill Suppliers for use of system charges under the Distribution Use of System Agreement;
 - 29.4.8 for settlement purposes including settlement under the Trading and Settlement Code and settlement of charges relating to public service obligations;
 - 29.4.9 for the purpose of contacting Customers in relation to work on their Meter Point;
 - 29.4.10 for the purpose of providing information to any Government department of Northern Ireland as requested by that Government department;
 - 29.4.11 to investigate theft of electricity or tampering with meters; and
 - 29.4.12 to comply with any other duties or obligations under the Market Registration Framework Arrangements, the NIE Licence or Supply Licence as applicable, or the Orders.
- 29.5 The Supplier shall:
- 29.5.1 provide fair processing information as defined in the Data Protection Act 1998 to its Customers, including informing Customers of the processing of the Personal Data described in paragraph 29.4 above;
 - 29.5.2 implement a programme in order to seek appropriate Customer consents in respect of the transfer of Personal Data from the Supplier to NIE and to the use of that data as contemplated by this Code and the Market Registration Framework Agreement. NIE shall reserve the right to review processes and documents used by the Supplier in accordance with its

obligations under this paragraph 29.5.2, such review not to constitute acceptance or approval by NIE of the programme; and

- 29.5.3 ensure that all Personal Data disclosed by it to NIE are accurate and shall ensure that NIE is, at all times, kept up to date regarding any required corrections or deletions if any Personal Data previously disclosed is found to be inaccurate or no longer relevant.
- 29.6 NIE shall have no obligation to provide to any Supplier:
 - 29.6.1 the MPRN and load profile of any Customer, except where the Supplier is currently supplying that Customer and/or where the Supplier has provided to NIE evidence satisfactory to NIE of the consent of the Customer;
 - 29.6.2 the contact details of the technical contact person of any Customer without the consent of that contact person in a form satisfactory to NIE; or
 - 29.6.3 any Personal Data that NIE is not obliged to provide pursuant to the NIE Licence.
- 29.7 The Supplier shall indemnify and keep indemnified NIE against all losses, liabilities, claims, costs (including legal costs and disbursements) and expenses incurred by NIE arising from or in connection with any failure by such Supplier to obtain appropriate Customer consents or to provide fair processing information as required by the Data Protection Legislation and as set out under this Code.

30. **Confidential Information**

- 30.1 Information created in relation to a Supplier by the MEPCT, TCC, Market Entry Process Coordinator, or Test Coordinator under any of the Retail Market Procedures or the Market Message Implementation Guides shall only be disclosed to the Supplier concerned except where the Market Registration Arrangements provide for the information to be disclosed or published or in circumstances falling within the definition of Permitted Exception.
- 30.2 A Participant shall not, at any time, disclose or permit its officers, employees, agents or contractors to disclose to any person any Confidential Information of another Participant received by or disclosed to that Participant except:
 - 30.2.1 in circumstances constituting a Permitted Exception;
 - 30.2.2 to the extent otherwise expressly permitted by this Code; or
 - 30.2.3 with the prior written consent of the Participant to whom the Confidential Information belongs.

30.3 A Participant shall and shall ensure that its officers, employees, agents or contractors use Confidential Information received by or disclosed to that Participant solely for the purpose or purposes for which it was provided to the Participant or as expressly permitted by this Code.

30.4 Paragraphs 30.2 and 30.3 shall continue to apply to a Participant for a period of five years after the Participant ceases to be a party to the Market Registration Framework Agreement, notwithstanding that they have ceased to be a Participant and irrespective of the reason for such cessation.

31. **Termination of status as Supplier**

31.1 If the Certified Supplier receives notice from the Utility Regulator that its Supply Licence is to be revoked pursuant to the terms of that Supply Licence, then the Certified Supplier shall promptly and in any event within 7 Business Days of receipt of the notice of revocation, provide notice to MEPCT of such revocation.

31.2 If a Supplier ceases to hold a supply licence granted under the Electricity Order or ceases to be a party to a Distribution Use of System Agreement with NIE ("Terminating Supplier") NIE may give notice to the Terminating Supplier on behalf of all other Participants, terminating the status of the Terminating Supplier as a party to this Code and the Market Registration Framework Agreement.

31.3 A Supplier may, by notice in writing to NIE, elect to terminate its status as a party to the Code and the Market Registration Arrangements.

31.4 A notice under paragraph 31.2 or paragraph 31.3 takes effect on the later of:

31.4.1 the date the notice is received;

31.4.2 the date specified in the notice; and

31.4.3 the date that the Supplier no longer has any Meter Points registered to it and has discharged all its other obligations under the Code including payment of all outstanding amounts owed to NIE and resolution of all disputes to which it is a party and to which paragraph 27 (Disputes and appeals) applies.

31.5 The termination of the status as a Supplier under paragraphs 31.2 or 31.3 does not affect any rights or obligations of any Participant on the terminating Supplier that have accrued prior to such termination taking effect including those rights and obligations expressly stated to survive such termination.

32. **Relationship between Participants**

32.1 Save as otherwise expressly provided in this Code:

- 32.1.1 the obligations of each Participant under this Code are several;
 - 32.1.2 a Participant shall not be responsible for the obligations or liabilities of any other Participant; and
 - 32.1.3 subject to paragraph 34.1 (relating to Force Majeure), the failure of any Participant to carry out all or any of its obligations under this Code shall not relieve any other Participant of all or any of its obligations under this Code.
- 32.2 In respect of those obligations of a Participant under this Code which are several, such Participant shall indemnify and keep indemnified each other Participant from and against all such losses, liabilities, costs (including legal costs and disbursements), claims and expenses which such other Participant may suffer or incur as a result of being held liable by operation of law for the performance or non-performance of all or any of the obligations of that Participant.
- 33. Liability**
- 33.1 Subject to paragraphs 33.2, 33.3 and 33.4 and subject to the terms of any indemnity given by one Participant to the other under the Market Registration Arrangements, each Participant agrees and acknowledges that no Participant ("Party Liable") nor any of its officers, employees or agents shall be liable to any other Participant for loss arising from any breach of the Market Registration Arrangements other than for loss directly resulting from such breach and which at the date of the Market Registration Framework Agreement was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:
- 33.1.1 physical damage to the property of any Participant or their respective officers, employees or agents; and/or
 - 33.1.2 the liability of any other Participant to any other person for loss in respect of physical damage to the property of any person.
- 33.2 Nothing in this Code excludes or limits the liability of the Party Liable that cannot, by law, be limited or excluded, including liability for fraud and fraudulent misrepresentation and liability for death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents. The Party Liable must indemnify and keep indemnified all other Participants, their officers, employees or agents from and against all loss (including any cost, claim, liability and expense) which any other Participant may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents.

- 33.3 Without prejudice to paragraphs 33.1 and 33.4 and subject to paragraph 33.2 and the terms of any indemnity given by one Participant to the other under the Market Registration Arrangements, each Participant agrees and acknowledges that the liability of any Participant, including its officers, employees or agents, for any loss (including any cost, claim, liability and expense) arising under or in connection with the Market Registration Arrangements, whether pursuant to breach of contractual obligations or in tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall not exceed an amount of £100,000 per claim or, where the claim is related to other claims by the same Participant or other Participants, for such series of related claims.
- 33.4 Subject to paragraph 33.2, and subject to the terms of any indemnity given by one Participant to another under the Market Registration Arrangements, neither the Party Liable nor any of its officers, employees or agents is in any circumstances whatsoever (including contract, tort (including negligence), misrepresentation and breach of duty) liable to any other Participant for:
- 33.4.1 any loss of profit, loss of revenue, loss of use, loss of contract or loss of good will;
 - 33.4.2 any indirect or consequential loss;
 - 33.4.3 any costs incurred by that other Participant as a result of the breach of the Market Registration Arrangements by the Party Liable; or
 - 33.4.4 loss or cost resulting from the liability of any other Participant to any other person howsoever and whensoever arising save as provided in paragraph 33.2.
- 33.5 Each Participant acknowledges and agrees that each other Participant holds the benefits of paragraphs 33.1, 33.2, 33.3 and 33.4 for itself and as trustee and agent for its officers, employees and agents.
- 33.6 Each paragraph of paragraph 32 (Relationship between Participants) and this paragraph 33 shall survive termination.
- 33.7 For the avoidance of doubt, nothing in the Market Registration Arrangements prevents or restricts any Participant enforcing any obligation (including suing for a debt or claiming under an indemnity) owed to it under or pursuant to the Market Registration Arrangements.
- 33.8 Each Participant acknowledges and agrees that this paragraph 33 is fair and reasonable having regard to the circumstances of the Market Registration Arrangements.

33.9 The rights and remedies provided by the Market Registration Arrangements to the Participants are exclusive and not cumulative and (without prejudice to the terms of any Connection Agreement, any Transmission Use of System Agreement or Distribution Use of System Agreement) exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of the Market Registration Arrangements including without limitation any rights any Participant may possess in tort which shall include actions brought in negligence and/or nuisance. Accordingly, each Participant waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases all other parties, their officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in the Market Registration Arrangements and undertakes not to enforce any of them except to the extent provided for in the Market Registration Arrangements.

34. **Force Majeure**

34.1 If an event of Force Majeure occurs in relation to a Participant ("Non-Performing Participant") the Market Registration Arrangements shall remain in effect in relation to all Participants except that the Non-Performing Participant's obligations under the Market Registration Arrangements shall, subject to paragraphs 34.2, 34.3 and 34.5 be suspended to the extent it is unable to perform those obligations by reason of the Force Majeure event.

34.2 The Non-Performing Participant must use all reasonable efforts to remedy its inability to perform and to mitigate the effects of any event of Force Majeure.

34.3 The Non-Performing Participant must give all other Participants likely to be affected by the Force Majeure or the inability of the Non-Performing Participant to perform ("Affected Participants") prompt written notice describing the circumstance of Force Majeure, including the nature of the event and its expected duration, and must continue to furnish regular reports during the period that it is affected by the Force Majeure. The Non-Performing Participant must afford all Affected Participants reasonable opportunity for obtaining further information about the circumstance of the Force Majeure and the steps being taken by the Non-Performing Participant under paragraph 34.2.

34.4 As soon as practicable after the occurrence of the Force Majeure event the Non-Performing Participant and the Affected Participants must discuss how best to continue to perform their obligations as far as possible in accordance with the Market Registration Arrangements.

34.5 An event of Force Majeure does not suspend any payment obligations of any party under the Market Registration Arrangements.

35. **Third Party Rights**

35.1 This Code and the Market Registration Framework Agreement are intended solely for the benefit of the Participants. The Participants hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to the Market Registration Arrangements, except for such rights, powers or benefits as are expressly conferred on Participants and subject to the terms of those arrangements.

SCHEDULE 1

Definitions and Interpretation

PART I: DEFINITIONS

“Accession Agreement”	means the agreement to become a party to the Market Registration Framework Agreement in or substantially in the form set out in Schedule 3 to this Code;
“Affected Participants”	means as defined in paragraph 34.3;
“applicable Retail Market Procedures”	means as defined in paragraph 17.1;
“Applicant”	means as defined in paragraph 2.1 of Schedule 2 (Form of Market Registration Framework Agreement);
“Authorised Electricity Operator”	means as defined in the NIE Licence;
“Board Member”	means each of the members from time to time of the CDA Board, representing either NIE or a Supplier;
“Business Day”	means any day identified by NIE as a business day on its calendar of business days published on or before 1 April every year;
“CDA Board Chairman”	means the person who from time to time is appointed by NIE to act as the chairman for the CDA Board;
“Central Design Authority Board Procedure”	mean the procedures under which CDA Board shall operate and which are set out in Schedule 6
“Central Design Authority” or “CDA”	means the body with that name which is responsible for administering the MRC Change Procedure and the other functions specified for it in this Code;
“Central Design Authority Board” or “CDA Board”	means the body of that name established pursuant to paragraph 22.1 of this Code;
“Certification”	means the process described in MP NI 501, 506 and 507 and the act or decision within that process by which the

Supplier becomes Certified;

“Certified”

means, in relation to a Supplier, that the Supplier has been granted Certification in accordance with MP NI 501 and has not had its Certification removed in accordance with MP NI 503;

“Change Management System”

means the system of that name established and maintained by the CDA and used to record, track and report on the status of Queries and Discussion Requests;

“Change Report”

means as defined in paragraph 3.18 of Schedule 5;

“Change Requests”

means a Discussion Request that has been reclassified as such by the CDA Board or the Utility Regulator (as the case may be) in accordance with the provision in paragraph 3.12 of Schedule 5

“Code Charge”

means any charge levied pursuant to any Code Procedure (other than Code Fees, Service Charges and EMMA Fees);

“Code Fees”

means fees for the recovery, in whole or in part, by NIE of the costs and liabilities of NIE incurred in providing for the performance of the functions of the MEPCT, TCC, the Market Entry Process Coordinator, the Test Coordinator and the Central Design Authority;

“Code Procedures”

means the Retail Market Procedures, the Market Message Implementation Guide and (for the purpose of paragraph 24 (Queries and Discussion Requests)) the MRC Change Procedures (but for the avoidance of doubt, do not include any Market Guide nor Schedule 6 (the Central Design Authority Board Procedures applicable at the Enduring Solution Go-live Date))

“Code”

means this Market Registration Code including the Code Procedures but excluding any Market Guide, Schedule 2 (the form of the Market Registration Code Framework Agreement) and Schedule 6 (the Central Design Authority Board Procedures applicable at the Enduring Solution Go-live Date), which are set out in the Market Registration Code for ease of reference only;

“Confidential Information”

means, in relation to a Participant, any and all information in whatever form:

(a) supplied by the Participant pursuant to the provisions of the Market Registration Arrangements and relating to the affairs of the Participant; or

(b) which is held in respect of a Customer which information was obtained by a Supplier through the operation of its supply business,

but excluding (except in the case of paragraph (b)):

(c) information which is trivial or generally available in the public domain otherwise than as a result of a breach of confidentiality in relation to the information;

(d) information about Queries and Discussion Requests.

“Connection Agreement”

means an agreement with a metered or unmetered Customer for connection of the Customer’s premises or facility to the NIE Distribution System, and which must be agreed between the relevant Customer and NIE or an agreement with a Customer for the connection of the Customer’s premises to the NIE Transmission System which must be agreed between the Customer and the Transmission System Operator;

“Connection Characteristics”

means as defined in MG NI 8

“Customer”

means any person supplied or requiring to be supplied with electricity by any Supplier at any premises in Northern Ireland, but shall not include any Authorised Electricity Operator in its capacity as such;

“Data Codes”

means the set of permitted values (codes) for those Data Definitions where use of a restricted set of values has been agreed

“Data Definitions”

means the set of business and corresponding technical definitions of all of the data elements (fields) that comprise the Harmonised Baseline

“Data Protection Legislation”

means the Data Protection Act 1998 implementing Directive 95/46/EC on the protection of individuals with regard to the Processing of Personal Data and including all Regulations

and Codes of Practice applicable to NIE and the Supplier in relation to the supply of electricity to Customers connected to the transmission or distribution system in Northern Ireland;

“De-Energisation” or “De-Energise”

means as defined in MP NI 39

“Default Supplier”

means the Supplier of electricity for any new connection in the absence of any registration from any other Supplier, and who from time to time shall be appointed by the Utility Regulator;

“Deputy CDA Board Chairman”

means the deputy chairman that may be appointed from time to time by the CDA Board Chairman;

“Discussion Request”

means a request made by a Participant to change the Code Procedure and made on the form that the Central Design Authority makes available pursuant to paragraph 1.7 of Schedule 5;

“Dispensation”

has the meaning given to it in MP NI 504;

“Dispute”

means as defined in paragraph 27.2;

“Distribution Code”

means as defined in the Grid Code;

“Distribution System”

means as defined in the Grid Code;

“Distribution Use of System Agreement”

means an agreement between NIE and a Supplier setting out the terms on which the Supplier may use the NIE Distribution System;

“EAA”

means the Electricity Arbitration Association of England and Wales;

“Electricity Market Messaging Application”

means the software application with that name and which is used by Certified Suppliers to transmit Market Messages to NIE and used by NIE to transmit Market Messages to Suppliers;

“Electricity Order”

means the Electricity (Northern Ireland) Order 1992;

“EMMA Fee”

means the fee to be paid to NIE by a Supplier upon becoming a Supplier, in such amount as shall be specified by NIE from time to time, which shall be payment for a right

to use the Electricity Market Messaging Application;

“Enduring Solution Go-live Date”	means 21 May 2012
“Energy Order”	means the Energy (Northern Ireland) Order 2003;
“ESB Networks”	means the Electricity Supply Board of Ireland in its capacity as the owner of the ESB Transmission System and of the ESB Distribution System;
“Existing Supplier”	means as set out in paragraph 12.2
“Fieldwork”	means work relating to a Meter Point undertaken at the Meter Point, as described in paragraph 17 and which a Supplier may request NIE to undertake. For the avoidance of doubt, Fieldwork does not include fieldwork activities initiated by a Customer or by NIE;
“Force Majeure”	means in relation to a Participant any event or circumstance, or series of events or circumstances beyond the reasonable control of that Participant, which could not have been avoided through the use of Good Industry Practice, and which has the result that that Participant is unable to perform any or all of its obligations under the Market Registration Arrangements;
“Generator”	has the meaning given in the Trading and Settlement Code
“Good Industry Practice”	means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
“Grid Code”	means the Grid Code prepared pursuant to the Transmission System Operator Licence, as from time to time revised in accordance with the Transmission System Operator Licence;
“Grouped Unmetered Meter Points”	means as defined in MP NI 39;
“Harmonisation Baseline”	means the Market Messages, Data Definitions and Data Codes which together comprise the harmonised elements of the retail electricity market for Northern Ireland and the Republic of Ireland, as documented and published on the

	Harmonisation Retail Design Service website;
“Harmonisation Retail Design Service” or “HRDS”	means the collaborative working group made up of members of the CDA and RMDS in order to help ensure that a stable Harmonisation Baseline is achieved and maintained;
“Harmonisation Working Group”	means the collaborative working group set up by the electricity regulatory authorities of both Northern Ireland and the Republic of Ireland and comprising Suppliers in both jurisdictions, to provide a discussion forum for all matters relating to the Harmonisation Baseline;
“HRDS Change Control Procedures”	means the Change Control Process for the Harmonised Retail Electricity Market Design set out at the HDS website (http://www.rmdservice.com/hrds/change_control.htm)
“Impact Assessment Form”	Means the impact assessment form that the Central Design Authority will make available to Participants electronically, pursuant to paragraph 1.7 of Schedule 5
“Intellectual Property Rights”	means all rights conferred under statute, common law, equity and all rights obtained pursuant to a licence or other agreement granting rights in any intellectual property in and in relation to patents, know how (being trade secrets and confidential business information), copyright (including rights in all computer programs), design rights, database rights, trade marks and all documents, records, tapes, discs, diskettes and any other materials whatsoever connected to the foregoing whether registered or unregistered (including any applications for registration where appropriate);
“Interval Metering”	means Metering Equipment that collects and records data about consumption of electricity at periodic intervals determined by the jurisdictional retail market, and “Non-Interval Metering” shall be construed accordingly;
“Laws”	means any legislation, treaty, regulation, licence, by-law, proclamation, code, order (including the Orders), statutory instrument or other subordinate legislation (each as amended or replaced), and having jurisdiction over the relevant Participant;
“Long Term Vacant Sites”	has the meaning given to it in MP NI 39;

“Market Entry Process Coordinator”	means the person from time to time appointed to that role by NIE;
“Market Guides”	means the non-binding practical guides to this Code but which do not form part of this Code;
“Market Message Implementation Guide”	means the Market Message Implementation Guides listed in Schedule 4 Section 1 Code Procedures ;
“Market Message”	means each message of the type specified in the Market Message Implementation Guide;
“Market Operator”	means the Operator as specified in the SEM Trading & Settlement Code Glossary
“Market Registration Arrangements”	means the Market Registration Framework Agreement and this Code, taken together;
“Market Registration Framework Agreement”	means the Market Registration Framework Agreement referred to in Condition 29 of the NIE Licence and the form of which as at the MRC Commencement Date is set out in Schedule 2 to this Code;
“Market Website”	has the meaning given to it in MG NI 23;
“MEPCT”	means the Market Entry Process Co-ordination Team established in accordance with paragraph 9.1 of this Code;
“Meter Point Data Processing”	means the processing of data from Meter Points as described in paragraph 13.1;
“Meter Point”	means <p>(a) (for supplies other than unmetered supplies) the point where all or part of a supply of electricity from the NIE System to the premises of a Customer is metered by Metering Equipment; and</p> <p>(b) (for unmetered supplies) means the notional point at which the supply to one or more physical connections which have been grouped together for the purposes of registration, is quantified;</p>
“Metering Equipment”	means equipment to measure supplies of electricity including meters, associated voltage and current transformers, metering protection equipment, data collectors and communications equipment that complies

with the requirements of the Distribution Use of System Agreement and Schedule 7 of the Electricity Order;

- "MG NI 8"** means Retail Market Guide MG NI 8 Changes to Connection Characteristics;
- "MG NI 22"** means Retail Market Guide MP NI 22 Customer Data Requests;
- "MG NI 23"** means Retail Market Guide MP NI 23 Supplier Data Requests;
- "MG NI 30"** means Retail Market Guide MG NI 30 Change of Unmetered Inventory;
- "MG NI 34"** means Retail Market Guide MG NI 34 DUoS, Transaction and PSO Billing;
- "MG NI 41"** means Retail Market Guide MG NI 41 Fieldwork Types, Charges and Delivery Targets;
- "MP NI 1"** means Retail Market Procedure MP NI 1 Change of Supplier Non-Interval Credit;
- "MP NI 2"** means Retail Market Procedure MP NI 2 Change of Supplier Interval;
- "MP NI 3"** means Retail Market Procedure MP NI 3 Objections and Cancellations;
- "MP NI 5"** means Retail Market Procedure MP NI 5 New Non-Interval Metered Connection;
- "MP NI 6"** means Retail Market Procedure MP NI 6 New Interval Metered Connection;
- "MP NI 7"** means Retail Market Procedure MP NI 7 Generator Nominations;
- "MP NI 9"** means Retail Market Procedure MP NI 9 De-Energisation
- "MP NI 10"** means Retail Market Procedure MP NI 10 Re-Energisation;
- "MP NI 11"** means Retail Market Procedure MP NI 11 Changes to Meter Configuration;
- "MP NI 14"** means Retail Market Procedure MP NI 14 Readings

Processing Non-Interval;

- "MP NI 15"** means Retail Market Procedure MP NI 15 Data Processing Interval;
- "MP NI 16"** means Retail Market Procedure MP NI 16 Data Aggregation;
- "MP NI 17"** means Retail Market Procedure MP NI 17 Adjustments to Consumption;
- "MP NI 18"** means Retail Market Procedure MP NI 18 Special Read;
- "MP NI 19"** means Retail Market Procedure MP NI 19 Terminate Connection;
- "MP NI 20"** means Retail Market Procedure MP NI 20 Change of SSAC and or Supplier Unit;
- "MP NI 24"** means Retail Market Procedure MP NI 24 Change to Customer Details;
- "MP NI 25"** means Retail Market Procedure MP NI 25 Change of Legal Entity;
- "MP NI 27"** means Retail Market Procedure MP NI 27 New Grouped MPRN;
- "MP NI 29"** means Retail Market Procedure MP NI 29 Change of Supplier Grouped Unmetered;
- "MP NI 31"** means Retail Market Procedure MP NI 31 Unmetered Data Processing;
- "MP NI 32"** means Retail Market Procedure MP NI 32 Change of Legal Entity Grouped Unmetered;
- "MP NI 35"** means Retail Market Procedure MP NI 35 Change of Metering - Non Interval to Interval;
- "MP NI 37"** means Retail Market Procedure MP NI 37 Change of Supplier Keypad;
- "MP NI 38"** means Retail Market Procedure MP NI 38 Fieldwork Appointments;
- "MP NI 39"** means Retail Market Procedure MP NI 39 NI Market Procedures - Glossary of Terms;

"MP NI 115"	means Retail Market Procedure MP NI 115 DCN Code of Practice (aka CoP on Domestic Customers in Debt);
"MP NI 501"	means Retail Market Procedure MP NI 501 Market Entry process;
"MP NI 502"	means Retail Market Procedure MP NI 502 MEP Re-certification;
"MP NI 503"	means Retail Market Procedure MP NI 503 MEP Removal of Certification;
"MP NI 504"	means Retail Market Procedure MP NI 505 MEP Dispensations;
"MP NI 505"	means Retail Market Procedure MP NI 506 MEP Disputes and Appeals;
"MP NI 506"	means Retail Market Procedure MP NI 506 MEP Ability Testing Procedure;
"MP NI 507"	means Retail Market Procedure MP NI 507 MEP Market Testing Procedure;
"MP NI 508"	means Retail Market Procedure MP NI 508 MEP Certification Ability Tests;
"MP NI 509"	means Retail Market Procedure MP NI 509 MEP Certification Market Tests;
"MPRN"	means the unique number allocated by NIE to a Meter Point for identification purposes, and further defined in NI NP 39;
"MRC Change Procedures"	means the procedures of that name adopted by the Central Design Authority Board as at the MRC Commencement Date incorporating the provisions of Schedule 5;
"MRC Commencement Date"	means 1 November 2007, the date on which the Market Registration Arrangements came into force;
"NIE"	means Northern Ireland Electricity plc in its capacity as the owner of the NIE Transmission System and of the NIE Distribution System;
"NIE Distribution System"	has the meaning given to "distribution system" in the NIE Licence;

“NIE Licence”	means the licence to participate in the transmission of electricity granted to NIE under the Electricity Order;
“NIE System”	has the meaning given to “total system” in the NIE Licence;
“NIE Transmission System”	has the meaning given to “Transmission System” in the Grid Code
“Non-Certified Supplier”	means as defined in paragraph 4.5;
“Non - Interval Metering”	means metering which is not Interval Metering;
“Non-Performing Participant”	means as defined in paragraph 34.1;
“Observer”	means any attendee at Central Design Authority Board meetings there at the invitation of NIE or the Utility Regulator, allowed to participate in discussion, but not otherwise exercising any function of a Board Member;
“Orders”	means the Electricity Order and the Energy Order;
“Original Parties”	means NIE and the Suppliers listed in the Appendix to the Market Registration Framework Agreement;
“Originator”	means in relation to a Query or Discussion Request, the Participant who raised it;
“Participant”	means a Supplier or NIE, as the case may be;
“Party Liable”	means as defined in paragraph 33.1;
“Permitted Exception”	means disclosure of any information which is: furnished to an officer, employee or agent of the Participant making the disclosure (including, in the case of NIE, the Market Entry Process Coordinator, the Test Coordinator and the Central Design Authority) where reasonably necessary in connection with that Participant exercising its rights or performing its obligations under the Market Registration Arrangements; required to be disclosed by the Order or by any other Law or in compliance with the conditions of any licence granted under the Order or any document referred to in any such licence with which the Participant holding the Confidential Information is required to comply;

furnished to a court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the Participant holding the Confidential Information is a party;

(for the avoidance of doubt) required to be disclosed in compliance with the requirements of Article 38 of the Electricity Order or the provisions of the Northern Ireland Fuel Security Code;

permitted or required to be disclosed by the Participant holding the Confidential Information under the Trading and Settlement Code, the Distribution Code or the Grid Code;

furnished to banks, financiers or insurers or their respective consultants and advisers, provided that the recipient agrees to keep such information confidential on terms no less onerous than those set out in paragraph 30; and

furnished to the Utility Regulator, the Department of Enterprise, Trade and Investment, or the Minister of Enterprise, Trade and Investment or their respective agents to enable the Utility Regulator, the Department and/or the Secretary of State to monitor developments concerning the generation of electricity from non-fossil sources;

“Personal Data”

means the personal data (as defined in the Data Protection Act 1998) provided by NIE to the Supplier and/or the personal data provided by the Supplier to NIE from time to time;

“Planning Standard”

means the standard for the planning, development, operation and maintenance of the NIE System applicable to NIE under the NIE Licence;

“Process/Processing”

has the meaning given to “process” and “processing” in the Data Protection Act 1998;

“Query”

means a query from a Participant to the Central Design Authority about a component or process of the Code Procedures;

“Query Form”

means the Query form that the Central Design Authority will make available to Participants electronically, pursuant to paragraph 1.7 of Schedule 5;

“Query Resolution Form”

means the form which will be used by the person assigned

to respond to a Query to submit its response to the Central Design Authority in accordance with paragraph 2 of Schedule 5;

“Re-Certification”	means the process of having an existing Certification revalidated as described in MP NI 502 and “Re-Certified” shall be construed accordingly;
“Retail Market Design Service” or “RMDS”	means the ringfenced function within ESB Networks responsible for all aspects of the retail electricity market design for the Republic of Ireland on behalf of the Commission for Energy Regulation;
“Retail Market Procedure”	means the Retail Market Procedures listed in Schedule 4 Section 1 Code Procedures;
“SEM”	means the wholesale single electricity market in the Republic of Ireland and Northern Ireland;
“Single Electricity Market”	means the single wholesale electricity market for the island of Ireland, implemented in Northern Ireland pursuant to section 23 of the Northern Ireland (Miscellaneous Provisions) Act 2006;
“SSAC”	has the meaning given to it in MP NI 39;
“Supplier Unit”	has the meaning given to it in MP NI 39;
“Supplier”	means the holder of a Supply Licence that is a party to the Market Registration Framework Agreement;
“Supply Licence”	means a supply licence granted under Article 10(1)(c) or 10(2), 11 or 13 of the Electricity Order;
“Support Charges”	means charges for support provided to a Supplier in relation to the Electricity Market Messaging Application, as described in paragraph 21 (Support services);
“TCC”	means the body established in accordance with paragraph 9.1 of this Code;
“Test Coordinator”	means the person appointed to such role by NIE;
“TIBCO”	means TIBCO Software Inc;
“TIBCO Licence”	means the software licence agreement between the Supplier

“Agreement”	and NIE, authorising the Supplier to use the TIBCO software as part of the Electricity Market Messaging Application on the terms and conditions set out therein;
“Trading and Settlement Code”	means the Trading and Settlement Code for the Single Electricity Market;
“Transmission System Operator Licence”	means the licence to participate in the transmission of electricity granted to the Transmission System Operator;
“Transmission System Operator”	means SONI Limited, the transmission system operator in Northern Ireland and any successor;
“Transmission Use of System Agreement”	means an agreement between NIE and a Supplier setting out the terms on which the Supplier may use the NIE Transmission System
“Unmetered Data Processing”	is as defined in MP NI 31
“Unmetered Technical MPRN”	has the meaning given to it in MP NI 39;
“Utility Regulator”	means the Northern Ireland Authority for Utility Regulation;
“VAT”	means Value Added Tax.

PART II: INTERPRETATION

In this Code (including its Schedules) unless the context otherwise requires:

- (a) the singular includes the plural and vice versa and references to one gender include all other genders;
- (b) the table of contents and the headings (other than paragraph numbering) are inserted for convenience only and are to be ignored for the purposes of interpretation of this Code;
- (c) the word "including" and its variations are to be construed without limitation;
- (d) any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force;
- (e) any reference in this Code to a "paragraph" is a reference to a paragraph contained in the Code (excluding the Schedules) and any reference to a "Schedule" is a reference to a Schedule to the Code;
- (f) any reference to another agreement or document, or any deed or other instrument is to be construed as a reference to that other agreement, or document, deed or other instrument as amended, varied, supplemented, substituted or novated from time to time;
- (g) any reference to a day, month or year is to be construed as a reference to a calendar day, month or year as the case may be;
- (h) a reference to time is a reference to time prevailing in the United Kingdom, whether BST or GMT;
- (i) if there is any inconsistency between the Code and any Code Procedure, or any other documents referred to in Schedule 4, the provisions of the Code prevail to the extent of the inconsistency.

SCHEDULE 2

Form of Market Registration Framework Agreement

MARKET REGISTRATION FRAMEWORK AGREEMENT

THIS AGREEMENT is made on and with effect from [date] between the persons whose names and principal offices are set out in the attached Appendix.

RECITALS:

- (A) NIE is responsible under the NIE Licence for establishing the Market Registration Arrangements.
- (B) In connection with the Market Registration Arrangements, NIE has prepared a Market Registration Code and a Market Registration Framework Agreement by which the Market Registration Code is made contractually binding between Participants.
- (C) In accordance with the NIE Licence Suppliers are required to be parties to the Market Registration Framework Agreement, by which the Market Registration Code is made contractually binding between the parties to that Agreement.
- (D) The persons listed in the attached Appendix are parties to the Market Registration Framework Agreement for the purpose of giving effect to and binding themselves by the Market Registration Code. Persons who enter into an Accession Agreement pursuant to this Market Registration Framework Agreement are doing so for the purpose of binding themselves to the Market Registration Code.

THE PARTIES AGREE as follows:

1. Definitions and interpretation

In this Agreement unless the context otherwise requires, words and expressions defined in the Market Registration Code have the same meaning in this Agreement, and the following words and expressions have the following meanings:

“Effective Date” means the date of execution and delivery of the Accession Agreement; and

“New Party” means a person, other than an Original Party, who is admitted as a party to the Market Registration Framework Agreement.

2. Suppliers

- 2.1 A person who holds or has applied for a Supply Licence (“Applicant”) wishing to become a New Party may be admitted as a New Party subject to and in accordance with the provisions of the Code by execution and delivery of an Accession Agreement signed by the Applicant and NIE. Each Supplier hereby irrevocably and unconditionally authorises NIE to execute on its behalf and deliver any Accession

Agreement duly executed by an Applicant and to thereby admit that Applicant as a Supplier.

2.2 Upon the execution and delivery of an Accession Agreement by both NIE and an Applicant, the Applicant shall become a Supplier.

3. **Discontinuing Parties**

3.1 A Supplier shall cease to be a party to this Agreement in accordance with the provisions of the Market Registration Code.

3.2 Clause 3.1 is without prejudice to any provision of the Market Registration Code or this Agreement as to the continuance in force of any of its provisions in respect of, or any rights, obligations and liabilities of, any such Supplier or (in respect of such Supplier) any other Participant.

4. **Market Registration Code**

4.1 The Market Registration Code is hereby given contractual effect between and made binding upon each Supplier and NIE with effect from the Effective Date.

4.2 With effect from the Effective Date, each Participant undertakes to each other Participant to comply with and to perform its obligations in accordance with and subject to the Market Registration Arrangements.

5. **Disputes**

Any difference or dispute of whatever nature between the parties arising out of or in connection with the Market Registration Arrangements must be resolved in accordance with paragraph 27 (Disputes and appeals) of the Market Registration Code.

6. **Entire Agreement**

This Agreement (which, for the avoidance of doubt, incorporates the Accession Agreement) and the Market Registration Code constitute the whole and only agreement between the parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, previous agreements, undertakings, representations, warranties (unless and to the extent that such representations and/or warranties were made fraudulently), and arrangements of any nature whatsoever, whether or not in writing between the parties, in connection with the subject matter hereof.

7. **Waiver**

7.1 No omission to exercise or delay in exercising any right, power or remedy provided by law or under the Market Registration Arrangements shall constitute a waiver of

such right, power or remedy or any other right, power or remedy or impair such right, power or remedy. No single or partial exercise of any such right, power or remedy precludes or impairs any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under this Agreement.

7.2 Any waiver of any right, power or remedy under the Market Registration Arrangements must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver is effective only in the instance and only for the purpose for which it is given.

8. **Variation**

8.1 This Agreement has been approved by the Utility Regulator in accordance with the NIE Licence and no variation to this Agreement will be of any effect unless it is expressly contemplated by this Agreement or is agreed in writing, signed by or on behalf of each party and approved by the Utility Regulator.

8.2 The Market Registration Code must only be varied in accordance with the procedures specified in the NIE Licence.

9. **Severance**

Each of the provisions of this Agreement is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Agreement remain in full force and effect and continue to bind the parties.

10. **Counterparts**

This Agreement may be executed in any number of counterparts.

11. **Governing law**

Without prejudice to paragraph 27 (Disputes and appeals) of the Market Registration Code, this Agreement is governed by and construed in accordance with the laws of Northern Ireland and the Courts of Northern Ireland have exclusive jurisdiction in relation to any matter arising under or in respect of this Agreement.

SIGNED BY:

SCHEDULE 3

Form of Accession Agreement

MARKET REGISTRATION ACCESSION AGREEMENT

THIS AGREEMENT is made the day of 20

BETWEEN:

- (1) **NORTHERN IRELAND ELECTRICITY plc** whose registered office is at 120 Malone Road, Belfast, BT9 5HT ("NIE"); and
- (2) *[Insert name of person wishing to be admitted to the Market Registration Framework Agreement]* (the "Applicant") whose principal office is at [].

RECITALS:

- (A) By the Market Registration Framework Agreement dated [] made between NIE and the Original Parties, the parties agreed to give effect to and be bound by the Market Registration Code.
- (B) The Applicant wishes to be admitted as an additional Participant under the Market Registration Framework Agreement.
- (C) By the Market Registration Framework Agreement all Suppliers authorise NIE to sign this Market Registration Accession Agreement on their behalf.

THE PARTIES AGREE as follows:

1. In this Accession Agreement unless the context otherwise requires, words and expressions defined in the Market Registration Code and the Market Registration Framework Agreement have the same meaning in this Agreement.
2. It is a condition precedent to this Agreement coming into effect that the Applicant has been granted a Supply Licence.
3. Subject to the terms and conditions set out in this Agreement, NIE (acting on its own behalf and on behalf of each of the Suppliers) admits the Applicant as an additional Supplier under the Market Registration Framework Agreement.
4. The Applicant accepts its admission as a Supplier and undertakes with NIE (acting on its own behalf and on behalf of each of the other Suppliers) to perform and be bound by the Market Registration Framework Agreement as a Supplier as from the date of execution and delivery of this Agreement.

5. For all purposes in connection with the Market Registration Framework Agreement, the Applicant shall as from the later of the date of execution of this Agreement and the date on which the Applicant is granted a Supply Licence be treated as if it has been a signatory of the Market Registration Framework Agreement, and the rights and obligations of the Parties shall be construed accordingly.
6. This Agreement and the Market Registration Framework Agreement shall be read and construed as one document and references (in or pursuant to the Market Registration Framework Agreement) to the Market Registration Framework Agreement (howsoever expressed) should be read and construed as reference to the Market Registration Framework Agreement and this Agreement.
7. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Agreement remain in full force and effect and continue to bind the parties. Such illegality, invalidity or unenforceability shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect notwithstanding the same.
8. The Applicant and NIE (acting on its own behalf and on behalf of the other Suppliers) hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to this Agreement, except for such rights, powers or benefits are expressly conferred on the Suppliers, NIE and the Applicant in accordance with and subject to its terms.
9. This Agreement may be executed in counterparts.
10. The Applicant shall provide to NIE an address for service of notices under the Market Registration Arrangements.
11. This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland and the Courts of Northern Ireland have exclusive jurisdiction in relation to any matter arising under or in respect of this Agreement.

SCHEDULE 4

List of Code Procedures

1. Retail Market Procedures

MP NI 1 - Change of Supplier Non-Interval Credit

MP NI 2 - Change of Supplier Interval

MP NI 3 - Objections and Cancellations

MP NI 4 - Supplier of Last Resort

MP NI 5 - New Non-Interval Metered Connection

MP NI 6 - New Interval Metered Connection

MP NI 7 - Generator Nominations

MP NI 8 - Changes to Connection Characteristics

MP NI 9 - De-Energisation

MP NI 10 - Re-Energisation

MP NI 11 - Changes to Meter Configuration

MP NI 12 - Meter Problems and Damage, Enquiries and Complaints

MP NI 14 - Readings Processing Non-Interval

MP NI 15 - Data Processing Interval

MP NI 16 - Data Aggregation

MP NI 17 - Adjustments to Consumption

MP NI 18 - Special Read

MP NI 19 - Terminate Connection

MP NI 20 - Change of SSAC and or Supplier Unit

MP NI 24 - Change to Customer Details

MP NI 25 - Change of Legal Entity

MP NI 27 - New Grouped MPRN

MP NI 28 - New Technical MPRN

MP NI 29 - Change of Supplier Grouped Unmetered

MP NI 30 - Change of Unmetered Inventory

MP NI 31 - Unmetered Data Processing

MP NI 32 - Change of Legal Entity Grouped Unmetered

MP NI 34 - DUoS, Transaction and PSO Billing

MP NI 35 - Change of Metering - Non Interval to Interval

MP NI 36 - Change of Grouped MPRN

MP NI 37 - Change of Supplier Keypad

MP NI 38 - Fieldwork Appointments

MP NI 39 - NI Market Procedures - Glossary of Terms

MP NI 41 - Fieldwork Types, Charges and Delivery Time Targets

MP NI 115 - DCN Code of Practice (aka CoP on Domestic Customers in Debt)

MP NI 501- Market Entry process

MP NI 502 - MEP Re-certification

MP NI 503 - MEP Removal of Certification

MP NI 504 - MEP Dispensations

MP NI 505 - MEP Disputes and Appeals

MP NI 506 - MEP Ability Testing Procedure;

MP NI 507 - MEP Market Testing Procedure;

MP NI 508 - MEP Certification Ability Tests;

MP NI 509 - MEP Certification Market Tests;

Retail Market Message Guides

NIE Market Message Implementation Guide - Common Data Segments Baseline

NIE Market Message Implementation Guide - Customer Data and Agreements Baseline

NIE Market Message Implementation Guide - Data Aggregation Baseline

NIE Market Message Implementation Guide - Data Processing Baseline

NIE Market Message Implementation Guide - Meter Registration Baseline

NIE Market Message Implementation Guide - Meter Works Baseline

NIE Market Message Implementation Guide - Unmetered Baseline

SCHEDULE 5

MRC Change Procedures

1. Introduction

- 1.1 These MRC Change Procedures form part of the Market Registration Code and describe the processes by which Participants raise Queries and Discussion Requests and how those Queries and Discussion Requests are resolved or escalated. Any changes carried out under the remit of HRDS shall be in accordance with the HRDS Change Control Procedures, and not this Schedule 5.
- 1.2 When using these MRC Change Procedures, Participants need to be aware of the following points.
 - 1.2.1 The Query management process in paragraph 2 of these procedures should be used for any Query from a Participant to the Central Design Authority about a component or process of the Code Procedures.
 - 1.2.2 The Discussion Request management process in paragraph 3 of these procedures should be used for any proposal from a Participant for a change to any Code Procedure.
 - 1.2.3 Discussion Requests must be consistent with the objectives of the Market Registration Arrangements as set out in the NIE Licence.
 - 1.2.4 Changes to the Market Registration Arrangements, other than Code Procedures, may only be made in accordance with Condition 29 of the NIE Licence.
- 1.3 The responsibilities of the Central Design Authority include establishing and maintaining a system to record, track and report on the status of Queries and Discussion Requests. This is known as the Change Management System. The Central Design Authority will provide, if requested, reports from the Change Management System about Queries and Discussion Requests (and any consequent Change Requests) to Participants, the Utility Regulator, the Transmission System Operator and to Market Operator. The Central Design Authority may exclude from these reports any commercially sensitive information.
- 1.4 Where a Participant considers that information which it is providing in relation to a Query or Discussion Request is commercially sensitive and should not be disclosed, the Participant shall identify the information in writing (specifically and on a case by case basis, and explaining why it is considered to be commercially sensitive, to the Central Design Authority in advance or at the time of the provision of such information, making reference to this paragraph 1.4.

- 1.5 For the purposes of the MRC Change Procedures, where it is provided for a matter to be decided by consensus, the chairman of the CDA Board meeting shall determine what the decision of the meeting is, based on what the chairman reasonably believes to be the balance of views at the CDA Board meeting.
- 1.6 All forms submitted pursuant to these procedures should be sent by email or, in the event that email is unavailable for any reason, by way of fax.
- 1.7 The Central Design Authority will make the following forms available electronically to Participants upon request:
 - 1.7.1 Query Form;
 - 1.7.2 Discussion Request; and
 - 1.7.3 Impact Assessment Form.

2. **Query Management Process**

Submission of Query Form

- 2.1 A Participant may raise a Query at any time by submitting a Query Form to the Central Design Authority.
- 2.2 Within five Business Days following receipt of a Query Form, the Central Design Authority will review the Query Form to ensure that its content is complete and that it does not contain any obvious inaccuracies. The Central Design Authority may reject a Query Form that it considers is incomplete or contains obvious inaccuracies.
- 2.3 The Central Design Authority is not required to investigate any matter in a Query Form to resolve any incompleteness or inaccuracy.
- 2.4 A Query Form that has been rejected will be returned to the Originator of the Query. The Originator may re-submit a new Query Form after completion or correction.
- 2.5 As part of its initial review, the Central Design Authority will decide whether a Query relates to the Harmonisation Baseline, and needs to be considered by both the jurisdictions of Northern Ireland and the Republic of Ireland. In such cases, the Central Design Authority will return the Query Form to the Originator and advise that it is submitted to the Harmonisation Retail Design Service for cross-jurisdictional consideration under the HRDS Change Control Procedures.

Prioritisation and allocation

- 2.6 The Central Design Authority will contact the Originator by telephone or email to agree the priority level (high, medium or low) to be allocated to the Query within five Business Days of receipt of the Query Form, unless the form has been rejected and returned to the Originator. If the Originator and the Central Design Authority are unable to agree the priority level to be allocated to the Query, then the Central Design Authority will determine the priority level, taking into account the views of the Originator.
- 2.7 Promptly after the priority level of the Query has been determined, the Central Design Authority will:
 - (a) record the details of the Query on the Change Management System;
 - (b) assign a unique reference number to the Query; and
 - (c) assign the Query to an appropriate person for a response.

Resolution of Query

- 2.8 The Central Design Authority will use reasonable endeavours to respond or ensure that a response to the Query is sent to the Originator within the response time for a Query of that level of priority as set out in the following table.

Priority Level	Response Time
High	2 Business Days from assignment of the Query
Medium	5 Business Days from assignment of the Query
Low	10 Business Days from assignment of the Query

- 2.9 The person assigned to respond to a Query will submit its response to the Central Design Authority on a Query Resolution Form.
- 2.10 The Central Design Authority will, upon receipt, review each Query Resolution Form, send a copy of the Query Resolution Form to the Originator and record the response to the Query on the Change Management System.

3. Change Control Procedure

Submission of Discussion Request

- 3.1 A Participant may request a change to a Code Procedure at any time by submitting a Discussion Request. The Discussion Request where relevant in accordance with paragraph 3.2 below, must be submitted to the Harmonisation Retail Design

Service, in line with the Harmonised Retail Market Design Change Control Procedure.

- 3.2 In line with the Harmonised Retail Market Design Change Control Procedure, the Harmonisation Retail Design Service will determine whether the Discussion Request:
- (a) relates to the Harmonised Baseline. In this case, the Discussion Request will continue to be processed by both jurisdictions in line with the Harmonised Retail Market Design Change Control Procedure;
 - (b) is specific to the jurisdiction of Northern Ireland. In this case, the Harmonisation Retail Design Service will pass the Discussion Request back to the Central Design Authority for ongoing management under the procedures set out in this Schedule 5.
- 3.3 For the absence of doubt, the remaining paragraphs in this Schedule 5 relate only to Discussion Requests returned to the Central Design Authority under paragraph 3.2(b) above.
- 3.4 Within five Business Days of receipt of a Discussion Request from the Harmonisation Retail Design Service, the Central Design Authority will review the Discussion Request to ensure that:
- (a) it is complete and does not contain any obvious inaccuracies;
 - (b) the Discussion Request is consistent with the objectives for the Code as set out in the NIE Licence;
 - (c) the change proposed in the Discussion Request involves only a change to the Code Procedures and does not also involve a change to the rest of the Code.
- 3.5 The Central Design Authority may reject a Discussion Request that does not comply with the requirements in paragraph 3.4 of these procedures. A Discussion Request that has been rejected will be returned to the Originator. The Originator may re-submit a new Discussion Request after completion or correction.
- 3.6 The Central Design Authority is not required to investigate any matter contained in a Discussion Request to resolve any incompleteness or inaccuracy.
- 3.7 Within five Business Days of receipt of a Discussion Request that has not been rejected, the Central Design Authority will record the details of the Discussion Request in the Change Management System and assign a unique reference number to the Discussion Request.

Consideration of Discussion Requests

- 3.8 The Central Design Authority will review each Discussion Request that has not been rejected to determine whether further information is required from the Originator and may request the Participant to provide the further information. The Central Design Authority is not required to take any further steps in relation to the Discussion Request until that further information has been provided.
- 3.9 The Central Design Authority will submit for discussion in the forthcoming meeting of the CDA Board each Discussion Request recorded on the Change Management System ten Business Days or more prior to the meeting and that is not the subject of an outstanding request for information under paragraph 3.8 of these procedures.
- 3.10 At its meeting, the CDA Board will consider and discuss the Discussion Requests submitted by the Central Design Authority. The CDA Board will make one of the following decisions in relation to each Discussion Request:
- (a) decide by consensus to defer the Discussion Request for consideration at its next meeting;
 - (b) decide by consensus that the Discussion Request merits further consideration, and is therefore reclassified as a Change Request;
 - (c) decide by consensus that the Discussion Request does not merit further consideration; or
 - (d) where it is unable to reach consensus in relation to the Discussion Request, refer the Discussion Request to the Utility Regulator for a decision about whether the Discussion Request merits further consideration; or
 - (e) by consensus, such other decision as the CDA Board considers appropriate in relation to the Discussion Request,

and in each case, the Central Design Authority will, within five Business Days of the meeting, record the decision on the Change Management System.

- 3.11 The Central Design Authority will promptly notify the CDA Board and all Participants when a decision is received from the Utility Regulator about a Discussion Request referred to the Utility Regulator under paragraph 3.10(d) of these procedures and record the decision on the Change Management System.

Impact assessment

- 3.12 Where the CDA Board or the Utility Regulator (as the case may be) decides that a Discussion Request merits further consideration, it will be reclassified as a Change Request. The Central Design Authority will prepare and circulate to Participants an

Impact Assessment Form requesting details of the effect of the Change Request on the Participant's business from a technical, business, financial and operational perspective and specifying a due date for return of the completed form.

- 3.13 A Participant who wishes to have its views taken into account in relation to a Change Request must complete the Impact Assessment Form and return it by the due date specified in the form. Each Participant must bear its own costs of completion of the Impact Assessment Form, including the carrying out of the assessment of the effects of the proposed change on the Participant's business.
- 3.14 Promptly after due date for return of the Impact Assessment Forms, the Central Design Authority will collate and record responses on the Change Management System.
- 3.15 The Central Design Authority will procure an Impact Assessment Report taking into account the Impact Assessment Forms received from Participants and any other information available to it about the impact of the proposed Change Request. The Impact Assessment Report will consider:
- (a) the impact on Participants of the proposed change;
 - (b) the benefits and costs of the proposed change;
 - (c) alternatives that might meet the same objectives;
 - (d) any impact of the proposed change on other parts of the Code;
 - (e) any changes to software required to implement the change; and
 - (f) any other matters that the Central Design Authority considers should be taken into account by the CDA Board in its consideration of the Change Request.

CDA Board meeting

- 3.16 Where the Impact Assessment Report is completed ten or more Business Days prior to a forthcoming meeting of the CDA Board, the Central Design Authority will submit the report for the meeting. At the meeting of the CDA Board, the Board will consider and discuss each Change Request for which it has received an impact assessment report. The CDA Board will make one of the following decisions in relation to each Change Request:
- (a) decide by consensus to defer the Change Request for consideration at its next meeting;
 - (b) decide by consensus to request the Central Design Authority to procure further consideration in relation to the Change Request;

- (c) decide by consensus that the Change Request should be implemented (either as proposed or in a modified form) and request the Central Design Authority to prepare a Change Report (as described in paragraph 3.18 of these procedures) and to request approval from the (as described in paragraph 3.19 of these procedures);
- (d) decide by consensus that the Change Request should not be implemented;
- (e) where it is unable to reach consensus, refer the Change Request to the Utility Regulator for a decision; or
- (f) by consensus, such other decision as the CDA Board considers appropriate in relation to the Change Request,

and in each case the Central Design Authority will within five Business Days of the meeting record the decision on the Change Management System.

Implementation of a Change Request

- 3.17 The Central Design Authority will promptly notify the CDA Board and all Participants when a decision is received from the Utility Regulator in relation to a Change Request referred to the Utility Regulator for decision under paragraph 3.16(e) of these procedures and will record the decision on the Change Management System.
- 3.18 Where the CDA Board or the Utility Regulator (as the case may be) decides that a Change Request should be implemented (either as proposed or in a modified form), the Central Design Authority will prepare a Change Report for the Change Request setting out:
 - (a) the details of the Change Request;
 - (b) the steps to be taken in order to implement the Change Request, and who is responsible for taking each of those steps;
 - (c) the timetable for implementation; and
 - (d) the estimated costs of implementation
- 3.19 The Central Design Authority shall submit the Change Report to the Utility Regulator with a request for approval or otherwise to proceed with the relevant Change Request.
- 3.20 A Discussion Request or Discussion Request that is approved by the Utility Regulator following a request under paragraph 3.19 takes effect from the time

specified in the Code Change Report or in the approval by the Utility Regulator, whichever is later.

- 3.21 If the Utility Regulator approves the Change Request following submission to it of the Change Report under paragraph 3.19, the Central Design Authority will co-ordinate the implementation of the Change Request and will use its reasonable endeavours to do so within the timetable set out in the implementation plan in the Change Report.

SCHEDULE 6

Central Design Authority Board Procedures

The CDA Board shall operate under the following procedures, which may only be amended under paragraph 24.3 of the Market Registration Code.

Capitalised terms used in these Central Design Authority Board Procedures are defined in the Market Registration Code.

1. Convening of Meetings

1.1 Regular Meetings

1.1.1 Meetings of the CDA Board shall be held at regular intervals of no more than eight weeks at such time and such place as the CDA Board shall agree at the previous meeting of the CDA Board.

1.1.2 Meetings of the CDA Board shall be convened by the CDA by notice to each Board Member:

- (a) setting out the date, time and place of the meeting and (unless the CDA Board has otherwise decided) given at least five Business Days before the date of the meeting; and
- (b) accompanied by an agenda of the matters for consideration at the meeting and any supporting papers available to the CDA. The CDA shall circulate to Board Members any late papers as and when they are received.

1.2 Ad-hoc Meetings

1.2.1 If any Board Member (or the CDA) wishes to hold an ad-hoc meeting (in addition to the regular meetings) of the CDA Board:

- (a) the Board Member shall request the CDA to convene an ad-hoc meeting and inform the CDA of the matters to be discussed at the meeting;
- (b) the CDA shall promptly convene the ad-hoc meeting for a day as soon as practicable but not more than 20 Business Days after the request and not less than 20 Business Days after any previous regular or ad-hoc meeting of the CDA Board.

- 1.2.2 Ad-hoc meetings of the CDA Board shall be convened by the CDA by notice to each Board Member setting out the date, time and place of the meeting and given at least ten Business Days before the date of the meeting.
- 1.2.3 An agenda of the matters for consideration at the ad-hoc meeting and any supporting papers available to the CDA shall be circulated to Board Members at least five Business Days before the date of the meeting. The CDA shall circulate to Board Members any late papers as and when they are received.

1.3 **Observers**

- 1.3.1 Subject to paragraphs 1.3.2 and 1.3.3, the CDA shall send a copy of the notice convening a meeting of the CDA Board, and the agenda and papers accompanying the notice (and any late papers), to the following persons, at the same time at which the notice is given to Board Members:
- (a) the CDA or their appointed representative;
 - (b) each Participant; and
 - (c) any alternate of any Board Member entitled to receive the same.
- 1.3.2 The CDA may in its discretion exclude from the information sent under paragraphs 1.3.1 (a) and 1.3.1 (b) any Confidential Information (as defined in paragraph 5) unless it is satisfied that the person receiving the information is subject to obligations relating to use and disclosure of that information on the same or substantially similar terms to those set out in paragraph 5.
- 1.3.3 Where the CDA considers that any other person may be required to attend a meeting of the CDA Board as an Observer, the CDA shall send to that person a copy of the notice convening the meeting, and such part of the agenda and such accompanying papers as in the CDA's opinion concern that person, at the same time at which the notice is given to Board Members. Nothing in this paragraph 1.3.3 entitles any person to receive such notice or papers or to attend such meeting.
- 1.3.4 Any meeting of the CDA Board shall be open to attendance by a representative of any Participant and any other person receiving notice of meetings of the CDA Board under paragraph 1.3.3, provided that each Participant shall only have one vote.

1.3.5 The chairman of a meeting of the CDA Board may invite any person to attend all or any part of the meeting as an Observer, and may invite an Observer attending the meeting to speak at the meeting. Observers shall not vote at the meeting.

1.4 **Other matters**

1.4.1 Any Board Member may propose a matter for consideration at a meeting of the CDA Board, by giving written notice of such proposal to the CDA not less than ten Business Days before the date of the meeting. The CDA will include such matter in the agenda notified under paragraph 1.1.2(b) or 1.2.3, as appropriate.

1.4.2 The proceedings of a meeting of the CDA Board shall not be invalidated by any accidental omission to give, or any failure to receive, notice of the meeting or any of the accompanying agenda or papers to, any person entitled to receive them.

1.4.3 The CDA Board may waive or modify the requirements of these procedures as to the manner in which a meeting of the CDA Board is convened and the timing of notices, agendas and papers if:

- (a) all Board Members consent (whether before, at or after the meeting); and
- (b) notice of the meeting and its agenda has been sent to the persons entitled to receive them at least 24 hours before the time of the meeting.

1.5 **Post-Meeting distributions**

As soon as practicable after each meeting of the CDA Board, the CDA shall prepare and send to Board Members the minutes of the meeting, which shall be approved (or amended and approved) at the next meeting of the CDA Board after they were sent, and when approved the minutes (excluding any matter which the CDA Board decided was not appropriate to be made available, having regard to the principles set out in paragraph 5) shall be stored on the Change Management System.

2. **Meeting Procedures**

2.1 No business shall be transacted at any meeting of the CDA Board unless a quorum is present at the meeting.

2.2 Subject to paragraph 2.3, a quorum shall be such number of Board Members present in person or by their alternates as constitute more than 50% of all Board Members.

- 2.3 If within 30 minutes after the time for which a meeting of the CDA Board has been convened a quorum is not present (and provided the CDA has not been notified by Board Members that they have been delayed and are expected to arrive within a reasonable time):
- 2.3.1 the meeting shall be adjourned to the same day in the following week at the same time;
 - 2.3.2 the CDA shall give notice of the adjourned meeting as far as practicable in accordance with paragraph 1;
 - 2.3.3 at the adjourned meeting, if there is not a quorum present within 30 minutes after the time for which the meeting was convened, those present shall be a quorum.

3. **Chairman**

- 3.1 The CDA Board Chairman shall be appointed by the Utility Regulator for a period of twelve months and may be re-appointed for further periods of twelve months. If the CDA Board Chairman vacates the position during the term of appointment, the Utility Regulator may appoint another person to act as CDA Board Chairman during the remainder of the term.
- 3.2 Subject to paragraph 3.3, the CDA Board Chairman shall preside as chairman of every meeting of the CDA Board.
- 3.3 If the CDA Board Chairman is unable to attend a meeting, the Deputy CDA Board Chairman (appointed by the CDA Board Chairman) shall act as chairman of the meeting.

4. **Decisions**

- 4.1 Where the Market Registration Code provides for a matter to be decided by consensus, the chairman of the meeting shall determine what the decision of the meeting is, based on what the chairman reasonably believes to be the balance of views at the meeting.
- 4.2 Where paragraph 4.1 does not apply, and except as otherwise expressly provided in the Code, at any meeting of the CDA Board any matter to be decided shall be put to a vote of Board Members upon the request of the chairman of the meeting or of any Board Member.
- 4.2.1 Subject to paragraph 4.2.3, in deciding any matter at any meeting of the CDA Board each Board Member shall cast one vote.
 - 4.2.2 Except as otherwise expressly provided in the Code, any matter to be decided at any meeting of the CDA Board shall be decided by simple

majority of the votes cast at the meeting (and an abstention shall not be counted as a cast vote).

- 4.2.3 The chairman shall not cast a vote as a Board Member but shall have a casting vote on any matter where votes are otherwise cast equally in favour of and against the relevant motion, provided that where any person other than the CDA Board Chairman is chairman of a CDA Board meeting that person shall not have a casting vote.

5. **Use of Information**

5.1 In this paragraph 5:

5.1.1 "Confidential Information" means information of any kind whatsoever relating to the business or affairs of a Participant and which is not

- (a) trivial, or
- (b) available in the public domain other than as the result of a breach of confidentiality owed in respect of that information;

and shall include:

- (c) information contained in an Impact Assessment Form submitted by a Participant pursuant to Schedule 5, paragraph 3.12; and
- (d) information identified by a Participant as being commercially sensitive;

5.1.2 the term "Board Member" includes any alternates.

5.1.3 the whole paragraph also applies to Observers.

5.2 Each Board Member must only use Confidential Information disclosed to the Board Member in its capacity as Board Member for the purposes of discharging functions and duties as a Board Member.

5.3 Each Board Member must not disclose any Confidential Information disclosed to the Board Member in its capacity as Board Member to any person except:

- (a) where furnished to the CDA;
- (b) where required to be disclosed by the Order or by any other Law or in compliance with the conditions of any licence granted under the Order or any document referred to in any such licence with

which the Participant holding the Confidential Information is required to comply;

- (c) where furnished to a court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the Board Member holding the Confidential Information is a party;
- (d) (for the avoidance of doubt) where required to be disclosed in compliance with the requirements of Article 38 of the Order or the provisions of the Northern Ireland Fuel Security Code; or
- (e) with the permission of the person to whose business or affairs the Confidential Information relates.