

## 6.1 COMMERCIAL ANCILLARY SERVICE – CONSTRAINT MANAGEMENT

6.1.1 The **Generator** agrees to provide the **Commercial Ancillary Service of Constraint Management** in accordance with the terms of this Clause 6.

### *General Definitions*

6.1.2 For the purposes of this Sub-Clause 6.1:

- (a) “**Bilateral Connection Agreement**” means the Bilateral Connection Agreement between the **Generator** and **National Grid** dated [REDACTED];
- (b) “**Constraint Management**” means, as applicable, provision of any of the services as provided for under this Clause 6 including Capped Output (Sub-Clause **Error! Reference source not found.**), Minimum Output (Sub-Clause **Error! Reference source not found.**), Capped Output (Option) (Sub-Clause **Error! Reference source not found.**) and Minimum Output (Option) (Sub-Clause 6.2);
- (c) “**Contracted Unit(s)**” means [REDACTED] at the **Generator’s** [REDACTED] Power Station;
- (d) “**Day**” means a calendar day;
- (e) “**Extended Service Period**” means one or more **Settlement Periods** notified to the **Generator** by **National Grid** in accordance with Clause 6.1.6;
- (f) “**Extended Service Period End Date**” has the meaning (if any) given elsewhere in this Clause 6;
- (g) “**Service Term**” means the duration of the **Service Period** and all **Extended Service Periods** (if applicable); and
- (h) “**Trading Day**” means the EFA trading days of Monday to Friday, commencing at 23.00 hours the **Day** before.

Unless the context otherwise requires, words and expressions used in this Clause 6.1 which are defined in the **Balancing and Settlement Code** or the **Grid Code** and not otherwise defined in this **Agreement** shall have the meanings ascribed to them in the **Balancing and Settlement Code** or the **Grid Code** (as the case may be).

### *Unavailability*

6.1.3 The **Generator** shall provide **Constraint Management** from the **Contracted Unit(s)** during the **Service Term** unless prevented from doing so by an unforeseen problem that arises caused by safety or technical reasons (relating to personnel or plant), but not operational or commercial reasons. If the **Generator** is unable to provide **Constraint Management** from any **Contracted Unit** at any time during the **Service Term** due to an unforeseen problem caused by such safety or technical reasons, it shall notify **National Grid**, by facsimile in the appropriate form set out in **Annex 1 hereto (with reasons)**, as soon as reasonably practicable, and the **Generator** shall subsequently notify **National Grid** in the same manner as soon as reasonably practicable upon becoming aware that availability of **Constraint Management** from that **Contracted Unit** is restored.

### *Physical Notifications*

6.1.4 The **Generator** shall comply with the obligations in respect of each **Contracted Unit** as set out in **Grid Code BC 2.5.1**.

### *Monitoring and Metering*

6.1.5 For the purposes of this Clause 6.1, **Active Power Output** from the **Contracted Units** shall be measured by **Energy Metering Equipment** in accordance with the **Balancing and Settlement Code**.

*Extended Service Periods*

6.1.6 Subject to Sub-Clause 6.1.3, **National Grid** may require in respect of any one or more **Contracted Units** one or more **Extended Service Periods**, and will notify the **Generator** of any such **Extended Service Period** no later than 11:00 hours on the **Trading Day** immediately preceding the commencement of such **Extended Service Period**, provided always that:-

- (a) any such **Extended Service Period** may only be notified where it ends no later than the **Extended Service Period End Date**; and
- (b) such notification shall be by telephone and confirmed by email or facsimile where email is unavailable.

*Reactive Power*

6.1.7 The provision of **Constraint Management** by the **Generator** from a **Contracted Unit** in accordance with this Clause 6.1.7 shall be without prejudice to the **Generator's** obligation to provide **Reactive Power** pursuant to Grid Code CC6.3.2 and in accordance with the **Mandatory Services Agreement** entered between the **Parties** dated [REDACTED].]

*Publication of Data*

6.1.8 Notwithstanding the provisions of [Clause 9 of the MASA/Clause [ ] of this Agreement], **National Grid** shall be permitted to publish and/or announce details of the **Commercial Ancillary Service of Constraint Management** provided by the **Generator** from any **Contracted Unit** pursuant to this Clause 6, and the **Generator** hereby consents to such disclosure by **National Grid**.

6.1.9 Prior to any publication and/or announcement by **National Grid** in accordance with Sub-Clause 6.1.8, **National Grid** shall give reasonable notice to the **Generator** of its intention to publicise any details pursuant to Sub-Clause 6.1.8 and the **Generator** shall be entitled to notify **National Grid** of any amendments it proposes to the format of the publication details within 5 working days of receiving the same from **National Grid**.

6.1.10 **National Grid** shall give reasonable consideration to any proposed amendments it receives from the **Generator** in accordance with Sub-Clause 6.1.9 but shall be under no obligation whatsoever to accept or implement any such amendments.

*[Additional Costs*

6.1.11 Clause [10 of the MASA/Clause [ ] of this Agreement] shall not apply to this Clause 6.1.11 and the provision of **Constraint Management**.]

*Payments*

6.1.12 All payments to be made by **National Grid** to the **Generator** under this Clause 6.1.12 shall be made in accordance with [Clause 4 of the MASA/Clause [ ] of this Agreement].

*Communication details*

6.1.13 Any notice or other communication made by the **Parties** to each other under or in accordance with this Clause 6 shall be notified to the other using the following details as applicable, or such alternative details as may be notified in writing by one **Party** to the other for such purpose:

**Generator:**

Facsimile: [REDACTED]

Which shall be marked for the attention of: [REDACTED]

and copied to: [REDACTED]

Telephone: [REDACTED]

**National Grid:** [REDACTED]

Facsimile: [REDACTED]

Telephone: [REDACTED]

## 6.2 COMMERCIAL ANCILLARY SERVICE - MINIMUM OUTPUT (OPTION)

6.2.1 The **Generator** agrees to provide the **Commercial Ancillary Service of Minimum Output (Option)** in accordance with the terms of this Sub-Clause 6.2.

### Definitions

6.2.2 For the purposes of this Sub-Clause 6.2:

- (a) “**Agreed Energy Increase**” means [ ]MW;
- (b) “**Availability Fee**” means £[ ] per **Settlement Period**;
- (c) “**Event of Default**” means any of the circumstances described in Sub-Clause 6.2.11;
- (d) “**Extended Service Period Availability Fee**” means £[ ] per **Settlement Period**;
- (e) “**Extended Service Period End Date**” means [ ];
- (f) “**Extended Service Period Utilisation Fee**” means £[ ]/MWh;
- (g) “**Instructed Service Period**” means one or more settlement periods during the **Service Term** in relation to which an **Instruction** is issued and which shall be a period of [ ] during the **Service Term**;
- (h) “**Instruction**” means an instruction to utilise **Minimum Output (Option)** issued by **National Grid** pursuant to Sub-Clause 6.2.6;
- (i) “**Minimum MW Level**” means in respect of any **Contracted Unit**, **Active Power Output** not less than the **MW level** specified by **National Grid** during an **Instructed Service Period** pursuant to Sub-Clause 6.2.6;
- (j) “**Minimum Output (Option)**” means operation of **Contracted Unit(s)** at the **Minimum MW Level** in accordance with the requirements of this Sub-Clause 6.2;
- (k) “**Service Period**” means the period between [ ] hours on [ ] and [ ] hours on [ ];
- (l) “**Suspension**” means the period during which the **Parties’** rights and obligations under this Sub-Clause 6.2 are suspended as set out in Sub-Clauses 6.2.12 to 6.2.15; and
- (m) “**Utilisation Fee**” and “**UF**” means £[ ]/MWh .

### Term

6.2.3 The provisions of this Sub-Clause 6.2 shall apply for the duration of the **Service Term**.

### Generator’s obligations

6.2.4 Subject to Sub-Clause 6.1.3, the **Generator** shall, throughout the **Service Term**, make available for **Instruction** by **National Grid**, **Minimum Output (Option)** from the relevant **Contracted Unit(s)** throughout any one or more **Instructed Service Periods**.

6.2.5 Without prejudice to Sub-Clause 6.2.4, for the purposes of this Sub-Clause 6.2, **Minimum Output (Option)** shall be deemed to be unavailable in any **Settlement Period** in respect of all or part of which the declared **Maximum Export Limit** for the **Contracted Unit** is zero (including where the **Maximum Export Limit** is declared down in accordance with an

instruction made by **National Grid** pursuant to the **Bilateral Connection Agreement**) and/or the prevailing **Dynamic Parameters** submitted by the **Generator** with respect to the **Contracted Unit** are inconsistent with the provision of **Minimum Output (Option)** and performance of the **Generator's** obligations hereunder.

*Instruction by **National Grid***

6.2.6 At any time during the **Service Term**, **National Grid** may issue to the **Generator** an **Instruction**, which shall meet the requirements of Sub-Clause 6.2.7. For the avoidance of doubt, the **Parties** agree that any **Instruction** issued prior to the **Service Term** shall be valid and effective for **Instructed Service Periods** commencing on or after the start of the **Service Term**.

6.2.7 Each **Instruction** shall:-

- (a) specify the **Instructed Service Period**, in compliance with the submitted **BM Unit Data**;
- (b) specify the **Minimum MW Level**, in respect of the **Contracted Unit** throughout the **Instructed Service Period** requiring the **Output** specified in the **Physical Notifications** prevailing at the time of the **Instruction** to be increased by the **Agreed Energy Increase**; and
- (c) be submitted by facsimile in the form specified in Annex 3, to be received by the **Generator** no later than 6 hours prior to the commencement of the **Instructed Service Period** and no earlier than 17:00 hours on the **Trading Day** which immediately precedes the complete **Trading Day** ending prior to commencement of the **Instructed Service Period** (such that, for illustrative purposes only, an **Instruction** would need to be received by 17.00 on a Thursday to be valid for an **Instructed Service Period** that commences during the following Saturday, Sunday or Monday).

*Acknowledgement by the **Generator***

6.2.8 Upon receipt of an **Instruction**, the **Generator** shall:

- (a) as soon as reasonably practicable (and in any event on the **Trading Day** on which the **Instruction** is received for **Instructions** received by 17.00 hours on the **Trading Day**.) acknowledge receipt by facsimile or email to National Grid in the form specified in Annex 3 hereto;
- (b) on the **Day** in which the **Instructed Service Period** commences, re-submit in accordance with **Grid Code BC 1**, the **Physical Notifications** in respect of the **Contracted Units** during the **Instructed Service Period** specifying a profile of intended aggregate **Active Power Output** which shall not be less than the **Minimum MW Level** in each **Settlement Period**, and shall maintain such **Physical Notifications** to **Gate Closure** with respect to each such **Settlement Period**; and
- (c) procure that with respect to such **Contracted Unit** for each **Settlement Period** during the **Instructed Service Period** the instantaneous values of **Active Power Output**, unless otherwise instructed by **National Grid**, shall not at any time during a **Settlement Period** be less than the **Minimum MW Level**.

*Payment*

6.2.9 In consideration of compliance by the **Generator** with all of its obligations in this Sub-Clause 6.2, **National Grid** shall, subject always to Sub-Clause 6.2.10, pay to the **Generator**:

- (a) an **Availability Fee** for each **Settlement Period** comprised in the **Service Period** during which **Minimum Output (Option)** is made available by the

**Generator** (for the avoidance of doubt **National Grid** shall not be obliged to pay the **Availability Fee** in respect of any periods of unavailability of **Minimum Output (Option)** (whether or not due to an event or circumstance of **Force Majeure**) including without limitation any periods of unavailability the subject of notifications by the **Generator** pursuant to Sub-Clause 6.1.3 and any periods of deemed unavailability pursuant to Sub-Clause 6.2.5); and

- (b) a **Utilisation Fee** for each **Settlement Period** falling in an **Instructed Service Period** in a **Service Period** in respect of the **Agreed Energy Increase**; and
- (c) an **Extended Service Period Availability Fee** for each **Settlement Period** comprised in the **Extended Service Period** during which **Minimum Output (Option)** is made available by the **Generator** (for the avoidance of doubt **National Grid** shall not be obliged to pay the **Extended Service Period Availability Fee** in respect of any periods of unavailability of **Minimum Output (Option)** (for the avoidance of doubt whether or not due to an event or circumstance of **Force Majeure**) including without limitation any periods of unavailability the subject of notifications by the **Generator** pursuant to Sub-Clause 6.1.3 and any periods of deemed unavailability pursuant to Sub-Clause 6.2.5); and
- (d) an **Extended Service Period Utilisation Fee** for each **Settlement Period** falling in an **Instructed Service Period** in an **Extended Service Period** in respect of the **Agreed Energy Increase**.

6.2.10 No **Availability Fee, Utilisation Fee, Extended Service Period Availability Fee** or **Extended Service Period Utilisation Fee** shall be payable for any **Settlement Period** in an **Instructed Service Period** during all or part of which an **Event of Default** pursuant to Sub-Clause 6.2.11 has occurred or is ongoing.

#### *Events of Default*

6.2.11 For the purposes of this Sub-Clause 6.2, an **Event of Default** shall be deemed to have occurred in the following circumstances:

- (a) where, except during ramping or to the extent complying with an instruction from **National Grid** to provide **Frequency Response** or a **Bid-Offer Acceptance** given by **National Grid** pursuant to **Grid Code BC 2.7**, the **Active Power Output** of the **Contracted Unit** at any time is less than the **Minimum MW Level**; or
- (b) subject to Sub-Clause 6.2.11(a) where the **Generator** is in breach of any or all of its obligations in Sub-Clause 6.2.8(a), (b) and/or (c).

#### *Suspension*

6.2.12 **National Grid** may suspend the provision of **Minimum Output (Option)** from the **Contracted Unit** pursuant to this Sub-Clause 6.2 ("**Suspension**") forthwith by notice in writing to the **Generator** in the following circumstances:-

- (a) where an **Event of Default** has occurred in 3 or more **Instructed Service Periods** during any 30 day rolling period or in 9 or more **Instructed Service Periods** during the **Service Term**; or
- (b) upon any period or periods of unavailability of **Minimum Output (Option)** (excluding any periods of unavailability the subject of notifications by the **Generator** pursuant to Sub-Clause 6.1.3, but including without limitation any periods of deemed unavailability pursuant to Sub-Clause 6.2.5) which exceed:-
  - (i) in aggregate 120 hours in any consecutive period of 30 **Days**, or

(ii) a continuous period of 7 **Days**.

- 6.2.13 With effect from **National Grid**'s notice of **Suspension** pursuant to Sub-Clause 6.2.12, and until any subsequent notice in writing from **National Grid** to the **Generator** that the **Suspension** is lifted, no **Availability Fees** shall be payable by **National Grid**, and Sub-Clause 6.2.9 shall have no effect.
- 6.2.14 During any period of **Suspension** **National Grid** may end the **Suspension** of this Sub-Clause 6.2 by notice in writing to the **Generator**.
- 6.2.15 For the avoidance of doubt, with effect from the lifting of any period of **Suspension** pursuant to Sub-Clause 6.2.14, all accrued or accruing **Events of Default** shall be waived.

*Termination*

- 6.2.16 [**National Grid** may in its absolute discretion terminate the provision of **Minimum Output (Option)** prior to expiry of this Sub-Clause 6.2 with effect from the end of a **Trading Day** by giving notice in writing to the **Generator** by 17.00 two (2) **Trading Days** prior to that day (for example, a notice given to the **Generator** at 18.00 on a Wednesday will be effective at 23.00 on the following Monday).
- 6.2.17 If **National Grid** terminates the provision of **Minimum Output (Option)** in accordance with Sub-Clause 6.2.16:
- (a) during a **Service Period**, it shall pay the **Generator** [ ]% of the **Availability Fee** for each **Settlement Period** during the remainder of that **Service Period**; or
  - (b) during an **Extended Service Period**, it shall pay the **Generator** [ ]% of the **Extended Service Period Availability Fee** for each **Settlement Period** during the remainder of that **Extended Service Period**.]

**ANNEX 1**

**WITHDRAWAL OF SERVICE AVAILABILITY**

**Generator:**

**Service:**

Station:

*Telephone:*

Standby Tel:

Fax:

Standby Fax:

Complete white boxes as appropriate

**NOTIFICATION TIME**

<b>HRS:MINS</b>	<b>DD/MM/YY</b>

<b>CONFIRMATION OF A TELEPHONE CONVERSATION</b>		
BETWEEN		OF NATIONAL GRID
AND		OF

**PERIOD OF UNAVAILABILITY**

	<b>TIME (hrs:mins)</b>	<b>DATE (dd/mm/yy)</b>
COMMENCEMENT OF UNAVAILABILITY		
*ESTIMATED TIME/DATE OF RESTORATION		
RESTORATION OF AVAILABILITY		

\* Indicate estimated time/date of restoration and re-notify actual time/date of restoration when known.

**REASON FOR UNAVAILABILITY**

--

<b>NGC USE ONLY</b>	SENT TO ANCILLARY SETTLEMENTS	
---------------------	-------------------------------	--

Fax Sent By (Print name):



Signature: ..... Date: ..... Time: .....

Acknowledged by NATIONAL GRID ELECTRICITY SYSTEM OPERATOR:

Signature: ..... Date: ..... Time: .....

**National Grid Control Centre**      **Fax:**      [REDACTED]

ANNEX 2

CAPPED OUTPUT (OPTION) INSTRUCTION/ACKNOWLEDGEMENT FORM

(SUB-CLAUSE 6.4.10 AND 6.4.11)

CAPPED OUTPUT (OPTION) REQUIREMENT				
CONTRACTED UNIT	CAPPED MW LEVEL	[FORECAST ENERGY REDUCTION]	INSTRUCTED SERVICE PERIOD	
			DATE/TIME FROM	DATE/TIME TO

From: National Grid, Wokingham

Fax No.: [ ]

Tel. No.: [ ]

To: [ ]

Fax No.: [ ]

Tel. No.: [ ]

Signed by: \_\_\_\_\_ National Grid

Time Sent: \_\_\_\_:\_\_\_\_

Date Sent: \_\_\_\_/\_\_\_\_/\_\_\_\_

Received by [ ]  \_\_\_\_\_ (Signature)

Time Sent: \_\_\_\_:\_\_\_\_

Date Sent: \_\_\_\_/\_\_\_\_/\_\_\_\_

ANNEX 3

**MINIMUM OUTPUT (OPTION) INSTRUCTION/ACKNOWLEDGEMENT FORM  
(SUB-CLAUSE 6.5.7 AND 6.5.8)**

MINIMUM OUTPUT (OPTION) REQUIREMENT			
CONTRACTED UNIT	MINIMUM MW LEVEL	INSTRUCTED SERVICE PERIOD	
		DATE/TIME FROM	DATE/TIME TO

**From: National Grid, Wokingham**

**Fax No.:** [ ] **Tel. No.:** [ ]

**To: [ ]**

**Fax No.:** [ ] **Tel. No.:** [ ]

Signed by: \_\_\_\_\_ National Grid

Time Sent: \_\_\_\_:\_\_\_\_

Date Sent: \_\_\_\_/\_\_\_\_/\_\_\_\_

Received by [ ]  \_\_\_\_\_ (Signature)

Time Sent: \_\_\_\_:\_\_\_\_

Date Sent: \_\_\_\_/\_\_\_\_/\_\_\_\_