

Quick Reserve (QR) Service Terms (Phase 1)

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Consultation Draft

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1. Introduction

- 1.1. These **QR Service Terms** describe the requirements for provision of **Quick Reserve** procured by **NGESO** under daily **Auctions** and the basis upon which **NGESO** shall make payments in respect thereof, and shall apply to each **Service Provider** and **Auction Unit** the subject of a **QR Contract** where, in accordance with the **QR Procurement Rules**, and for any **Service Window**, the **Service Provider's Sell Order** for that **Auction Unit** is accepted (or partially accepted) by **NGESO**.
- 1.2. Each **QR Contract** so formed shall create a legally binding obligation on the **Service Provider** to provide from the relevant **QR Unit**, and for **NGESO** to pay for, **Quick Reserve** to be delivered during the relevant **Contracted Service Period** upon the terms of these **QR Service Terms**.
- 1.3. A **QR Contract** shall relate to a single **Auction Unit** and shall apply only to a single **QR Window** and **Auction Product**.
- 1.4. For the avoidance of doubt:-
- 1.4.1 except as otherwise provided in these **QR Service Terms**, neither a **Service Provider** nor **NGESO** shall be under any obligation or commitment to respectively provide or pay for **Quick Reserve** except pursuant to a **QR Contract** formed in respect of an **Auction Unit** for a **QR Window**; and
- 1.4.2 **Service Providers** may continue to contribute towards **NGESO's** balancing requirements by participating in the **Balancing Mechanism** outside of any **QR Contract** (including during periods where **Quick Reserve** is or is deemed to be unavailable as described in these **QR Service Terms**).
- 1.5. Neither **Party** may terminate a **QR Contract** once formed except as provided or referred to in paragraph 0 or by agreement in writing between the **Parties**.
- 1.6. These **QR Service Terms** should be read alongside the **QR Procurement Documentation** of which they form a part.

2. Changes to these QR Service Terms

- 2.1 Subject always to paragraph 2.2, **NGESO** may update these **QR Service Terms** from time to time by publication of an updated version on its website, and each such updated version shall be effective from the date shown on its front cover provided always that any updated version shall not apply to any **QR Contract** extant at the date of publication except with the consent in writing of the relevant **Service Provider**.
- 2.2 To the extent required by the **Electricity Balancing Regulations** (and by reference to those provisions of the **QR Procurement Documentation** constituting terms and conditions approved by the **Authority** as the terms and conditions related to balancing pursuant to Article 18 of the **Electricity Balancing Regulations**), any variation to these **QR Service Terms** will be proposed and implemented in accordance with the applicable requirements in the **Electricity Balancing Regulations**.

3. Defined Terms

- 3.1 Unless the context otherwise requires, terms used in these **QR Service Terms** shall have the meanings given to each (if any) in:-
- 3.1.1 Schedule 1;

3.1.2 the prevailing **QR Procurement Rules**; and

3.1.3 the prevailing **Balancing Services Glossary of General Terms and Rules of Interpretation**.

3.2 Where a term is defined in Schedule 1 and also in either or both of the documents referred to at paragraphs 3.1.2 and 3.1.3, the meaning given in Schedule 1 shall prevail unless the context otherwise requires.

3.3 For the purposes of this paragraph 3, with respect to any **QR Contract**, “prevailing” shall mean the latest version of the applicable document which is in effect at the time of formation of that **QR Contract**.

4. Interpretation

4.1 The rules of interpretation set out in the **Balancing Services Glossary of General Terms and Rules of Interpretation** shall apply to these **QR Service Terms**.

5. Service Availability

5.1 With respect to any **QR Unit**, **NGESO** may utilise **Quick Reserve** made available by the **Service Provider** during **Contracted Service Periods** by the issue of one or more **Bid-Offer Acceptances**.

5.2 To facilitate the issue by **NGESO** of **Bid-Offer Acceptance(s)** in respect of a **QR Unit** and **Contracted Service Period**, and subject always to paragraph 5.9, and so as to constitute a **Mandatory Availability Declaration**, the **Service Provider** shall, in respect of that **QR Unit** and **Contracted Service Period**:-

5.2.1 as soon as reasonably practicable after formation of the **QR Contract** (and in any event by no later than **Gate Closure**), submit to **NGESO** a **Final Physical Notification** and **Bid-Offer Data**; and

5.2.2 submit and maintain at all times **Dynamic Parameters** and other **BM Unit Data**,

in each case meeting the requirements (as applicable) of paragraphs 5.3 to 5.8 inclusive and submitted in accordance with the **Grid Code**.

5.3 Where the **QR Contract** is for **Positive Quick Reserve** from a **Final Physical Notification** of zero or above, then the **BM Unit Data** shall include, for the relevant **Contracted Service Period**:-

5.3.1 a **Final Physical Notification** where (subject always to paragraph 5.3.2):-

$$\text{MEL} - \text{FPN} \geq \text{Contracted Quantity}$$

5.3.2 for **QR Units** which are **Power Park Modules** powered by an **Intermittent Power Source**, reference to **MEL** in paragraph 5.3.1 shall be to **Power Available**;

5.3.3 **Bid-Offer Data** comprising **Bid-Offer Pairs** (1 to 5) with a MW range greater than or equal to **Contracted Quantity**; and

5.3.4 associated **Dynamic Parameters** which are consistent in all respects with the **QR Service Parameters**.

5.4 Where the **QR Contract** is for **Positive Quick Reserve** from a negative **Final Physical Notification** towards zero but not through zero, then the **BM Unit Data** shall include, for the relevant **Contracted Service Period**:-

5.4.1 a **Final Physical Notification** where:-

$$\text{SIL} - \text{FPN} \geq \text{Contracted Quantity}$$

5.4.2 **Bid-Offer Data** comprising **Bid-Offer Pairs** (1 to 5) with a MW range greater than or equal to **Contracted Quantity**; and

5.4.3 associated **Dynamic Parameters** which are consistent in all respects with the **QR Service Parameters**.

5.5 Where the **QR Contract** is for **Positive Quick Reserve** from a negative **Final Physical Notification** towards zero and through zero, then the **BM Unit Data** shall include, for the relevant **Contracted Service Period**:-

5.5.1 a **Final Physical Notification** where:-

SEL and SIL equal zero, and

$$\text{MEL} - \text{FPN} \geq \text{Contracted Quantity}$$

else

$$\text{MEL} - \text{FPN} \geq \text{Contracted Quantity}$$

5.5.2 **Bid-Offer Data** comprising **Bid-Offer Pairs** (1 to 5) with a MW range greater than or equal to **Contracted Quantity**; and

5.5.3 associated **Dynamic Parameters** which are consistent in all respects with the **QR Service Parameters**.

5.6 Where the **QR Contract** is for **Negative Quick Reserve** from a **Final Physical Notification** (baseload) of zero or above zero but not through zero, then the **BM Unit Data** shall include, for relevant **Contracted Service Period**:-

5.6.1 a **Final Physical Notification** where:-

$$\text{FPN} - \text{SEL} \geq \text{Contracted Quantity}$$

5.6.2 **Bid-Offer Data** comprising **Bid-Offer Pairs** (-1 to -5) with a MW range greater than or equal to **Contracted Quantity**; and

5.6.3 associated **Dynamic Parameters** which are consistent in all respects with the **QR Service Parameters**.

5.7 Where the **QR Contract** is for **Negative Quick Reserve** from a **Final Physical Notification** (baseload) of zero or above zero to a position less than zero, then the **BM Unit Data** shall include, for the relevant **Contracted Service Period**:-

5.7.1 a **Final Physical Notification** where:-

SEL and SIL equal zero, and

FPN - MIL \geq Contracted Quantity

If FPN $>$ 0 and SEL and SIL are not both 0 then FPN - SEL \geq **Contracted Quantity**

If FPN $<$ 0 the FPN - MIL \geq **Contracted Quantity**

5.7.2 **Bid-Offer Data** comprising **Bid-Offer Pairs** (-1 to -5) with a MW range greater than or equal to **Contracted Quantity**; and

5.7.3 associated **Dynamic Parameters** which are consistent in all respects with the **QR Service Parameters**.

5.8 Where the **QR Contract** is for **Negative Quick Reserve** from a negative **Final Physical Notification**, then the **BM Unit Data** shall include, for the relevant **Contracted Service Period**:-

5.8.1 a **Final Physical Notification** where:-

FPN - MIL \geq Contracted Quantity

5.8.2 **Bid-Offer Data** comprising **Bid-Offer Pairs** (-1 to -5) with a MW range greater than or equal to **Contracted Quantity**; and

5.8.3 associated **Dynamic Parameters** which are consistent in all respects with the **QR Service Parameters**.

5.9 Where the **Service Provider** becomes aware of changes in the technical capability of a **QR Unit** (which for the avoidance of doubt shall exclude changes in the **Power Available** signal due to meteorological data where that **QR Unit** is a **Power Park Module** powered by an **Intermittent Power Source** and the circumstances described in paragraph 5.13 insofar as already notified to **NGESO**) rendering it unable to deliver **Quick Reserve** in a **Contracted Service Period** in accordance with its **QR Contract**, then it shall promptly indicate such unavailability, where applicable by withdrawing its **Mandatory Availability Declaration** (regardless of whether before or after **Gate Closure** for that **Contracted Service Period**), which shall be by way of an appropriate resubmission of its relevant **BM Unit Data** in accordance with the **Grid Code**.

5.10 Each withdrawal by the **Service Provider** of a **Mandatory Availability Declaration** pursuant to paragraph 5.9 shall, upon request by **NGESO** and as soon as reasonably practicable thereafter be followed by an explanation in reasonable detail of the reasons for such unavailability.

5.11 Where at any time with respect to a **Contracted Service Period** **NGESO** reasonably considers that the **Service Provider** has submitted **Bid-Offer Prices** into the **Balancing Mechanism** (whether or not accepted by **NGESO** by way of **Bid-Offer Acceptance(s)**) which by virtue of being excessively high or excessively low (as the case may be) having regard to market prices and conditions, have as their sole or primary objective to discourage **NGESO** from issuing **Bid-Offer Acceptance(s)** with respect thereto, then **NGESO** may at its discretion (but with reasonable grounds):-

5.11.1 refer such prices to the **Authority** for consideration; and/or

5.11.2 declare **Quick Reserve** as unavailable from that **QR Unit** for the entire affected **Contracted Service Period(s)**; and/or

5.11.3 **Deregister** the relevant **QR Unit(s)** or any of them; and/or

- 5.11.4 **Deregister the Service Provider as a Registered Auction Participant and/or Registered Service Provider.**
- 5.12 Where, in respect of any **QR Unit** and **Contracted Service Period**, the **Service Provider** shall have failed to submit (or shall have withdrawn pursuant to paragraph 5.9) a **Mandatory Availability Declaration** meeting the requirements (as applicable) of paragraphs 5.3 to 5.8 inclusive, then **Quick Reserve** shall be deemed unavailable from that **QR Unit** for the entire affected **Contracted Service Period**, and paragraph 1.4.2 shall apply.
- 5.13 Without prejudice to paragraph 5.12, and with respect to any **QR Unit** and **Contracted Service Period**, **Quick Reserve** shall be deemed to be unavailable for the entirety of that **Contracted Service Period** if, at any time during that **Contracted Service Period**, the **QR Unit** becomes incapable of delivering the full **Contracted Quantity** for the remainder of that **Contracted Service Period**.
- 5.14 Without prejudice to paragraphs 5.11, 5.12 and 5.13, in the case of any:-
- 5.14.1 failure to comply with paragraph 5.10; and/or
 - 5.14.2 indication of unavailability pursuant to paragraph 5.9 unrelated to technical capability of the **QR Unit**; and/or
 - 5.14.3 indication that a **QR Unit** which is otherwise technically capable of delivering **Quick Reserve** is or has become incapable of delivering the full **Contracted Quantity** for the remainder of the **Contracted Service Period** as described in paragraph 5.13; and/or
 - 5.14.4 persistent or repetitive failure to submit and/or withdraw **Mandatory Availability Declarations** pursuant to paragraphs 5.2 or 5.9; and/or
 - 5.14.5 failure to comply with paragraph 6.4; and/or
 - 5.14.6 deemed unavailability pursuant to paragraph 14,
- then **NGESO** may in its discretion (but with reasonable grounds):-
- (a) **Deregister** the relevant **QR Unit(s)** or any of them; and/or
 - (b) **Deregister** the **Service Provider** as a **Registered Auction Participant** or **Registered Service Provider**.
- 5.15 No costs or expenses incurred by **Service Providers** in the course of preparing and/or submitting **Mandatory Availability Declarations** shall be paid by **NGESO**.
- 6. Service Instruction**
- 6.1 **NGESO** may require **Service Providers** to provide **Quick Reserve** from a **QR Unit** in all or part of **Contracted Service Periods** by issue of **Bid-Offer Acceptances**.
- 6.2 A **Bid-Offer Acceptance** may be for some or all of the **Contracted Quantity**.
- 6.3 For the avoidance of doubt, where **NGESO** requires provision of **Quick Reserve** in all or part of a **Contracted Service Period**, it may issue a **Bid-Offer Acceptance** either prior to or during that **Contracted Service Period**, consistent with the **QR Service Parameters**.
- 6.4 With respect to any **QR Unit** (including **Energy Limited Assets**), the **Service Provider** shall procure that utilisation of **Quick Reserve** pursuant to this paragraph 6 in all or part of any

Settlement Period shall not in any way impair or prejudice availability of **Quick Reserve** from that **QR Unit** in any part of any subsequent **Contracted Service Period**.

7. Service Delivery

7.1 Upon receipt of a **Bid-Offer Acceptance**, the **Service Provider** shall provide **Quick Reserve** from a **QR Unit** by commencing ramping up or down (as the case may be) so as to deliver all or part of the **Contracted Quantity** (as instructed) not later than expiry of the **Response Time** and continuously until the time implied in that **Bid-Offer Acceptance**, provided that no such obligation shall arise in respect of any **Bid-Offer Acceptance** rejected by the **Service Provider** pursuant to **Grid Code BC2.7.3**.

7.2 For the avoidance of doubt, each **QR Unit** shall be capable of delivering the full **Contracted Quantity** for the duration of the **Contracted Service Period**.

7.3 In the event that, in respect of any **Contracted Service Period**:-

- (a) where a **Bid-Offer Acceptance** is issued during that **Contracted Service Period**, the **QR Unit** fails to increase and/or reduce by at least ninety-five (95)% its **Output** or **Demand** (as the case may be) in accordance with that **Bid-Offer Acceptance**;
- (b) the volume in MWh of **Quick Reserve** provided by the **Service Provider** in accordance with one or a series of contiguous **Bid-Offer Acceptance(s)** issued in accordance with sub-paragraph 6.1 is less than ninety-five (95)% of the volume in MWh of energy instructed to be delivered in accordance with such **Bid-Offer Acceptance (s)**;
- (c) the volume in MWh of **Quick Reserve** provided by the **Service Provider** in accordance with one or a series of contiguous **Bid-Offer Acceptance(s)** issued in accordance with sub-paragraph 6.1 exceeds one hundred and twenty (120)% of the volume in MWh of energy instructed to be delivered in accordance with such **Bid-Offer Acceptance(s)**;
- (d) after ramping up or down (as the case may be) in accordance with the **Bid-Offer Acceptance**, the **QR Unit** fails to provide **Quick Reserve** continuously at a level of at least ninety-five (95)% of the volume in MWh of energy instructed to be delivered in accordance with that **Bid-Offer Acceptance**; or
- (e) a **Bid-Offer Acceptance** is rejected by the **Service Provider** (other than in accordance with **Grid Code BC2.7.3(b)** and whether for reasons of safety or otherwise),

then no **QR Availability Payment** shall fall due with respect to that **Contracted Service Period**.

7.4 For the avoidance of doubt, where with respect to any **Contracted Service Period** a **QR Unit** is providing another **Balancing Service** to **NGESO** as permitted by paragraph 14.4, any volumes delivered pursuant to such other service (insofar as taken into account in **Applicable Balancing Services Volume Data**) shall be taken into account in the assessment of delivery volumes for **Quick Reserve**.

8. QR Availability Payments

8.1 In respect of each **QR Contract** formed pursuant to the **QR Procurement Rules**, and subject always to paragraph 8.2, **NGESO** shall, in accordance with paragraph 10, pay to the **Service Provider** an amount (a "**QR Availability Payment**") calculated in accordance with the formula in Schedule 2 and by reference to the applicable **Market Clearing Price** for each relevant **Contracted Service Period**.

8.2 No **QR Availability Payment** shall be made by **NGESO** to the **Service Provider** pursuant to this paragraph 8 in respect of any **Contracted Service Period** which is wholly or partly

affected by a period or periods of unavailability or deemed unavailability pursuant to paragraphs 5 or 14.

9. Energy Utilisation Payments

9.1 Payments to the **Service Provider** for the provision of **Quick Reserve** in **Contracted Service Periods** shall be made in respect of each **Bid Offer Acceptance** in accordance with the **Balancing and Settlement Code**.

9.2 The **Service Provider** acknowledges and agrees that all and any volumes associated with delivery of **Quick Reserve** pursuant to a **QR Contract** shall be included within the **Applicable Balancing Services Volume Data** in accordance with and as required by the **ABSVD Methodology Statement**.

10. Payment Procedure

10.1 In respect of each calendar month during which the **Service Provider** has been party to one or more **QR Contracts**, **NGESO** shall send to the **Service Provider** a **Monthly Statement** setting out, in respect of each such **QR Contract**, its calculation of:-

- (a) the **QR Availability Payments** payable to the **Service Provider** pursuant to paragraph 8;
- (b) any adjustments made to previous **Monthly Statements**; and
- (c) the resulting net amount due to (or from, as the case may be) the **Service Provider**,

and in respect thereof the provisions of Schedule 4 shall apply.

11. Grid Code and Distribution Code

11.1 The provision by the **Service Provider** of **Quick Reserve** shall not relieve it of any of its obligations or affect such obligations (where applicable) set out in the **Grid Code** (including its obligations (if any) to provide **Mode A Frequency Response** when instructed by **NGESO** pursuant to the **CUSC** and/or the **Grid Code**) or to provide **Demand** control when instructed by **NGESO** pursuant to **Grid Code** OC6) or in the **Distribution Code** of its host **Public Distribution System Operator**.

11.2 Without limiting sub-paragraph 11.1, each **Service Provider** that is or becomes a **DRSC Liable User** shall, for the duration of each **Contracted Service Period**, comply in all respects with the **Demand Response Services Code** as it refers to **Demand Response Active Power Control**.

12. Maintenance of Plant and Apparatus

12.1 The **Service Provider** shall maintain all **Plant** and **Apparatus** comprising each **QR Unit** to such a standard that the **Service Provider** can meet its obligations to provide **Quick Reserve** in accordance with each **QR Contract** and these **QR Service Terms**.

13. Third Party Claims

13.1 The **Service Provider** undertakes to **NGESO** that the availability and delivery of **Quick Reserve** from any **QR Unit** pursuant to and in accordance with each **QR Contract** and these **QR Service Terms** will not at any time during any **Contracted Service Period** cause the **Service Provider** to be in breach of or to otherwise be non-compliant with any **Connection Agreement** and/or any agreement for the supply of electricity or related services to or from a **QR Unit**.

13.2 Notwithstanding sub-paragraph 13.1, in the event that the **Service Provider** makes available and/or delivers **Quick Reserve** in accordance with these **QR Service Terms** in consequence

of which **NGESO** suffers or incurs any loss in respect of a claim brought by any third party related to any actual or alleged breach or non-compliance by the **Service Provider** as described in sub-paragraph 13.1, then the **Service Provider** shall indemnify **NGESO** against all and any losses, liabilities, claims, expenses and demands suffered or incurred by **NGESO** in connection therewith. Such indemnity shall include any legal costs and expenses reasonably incurred in the contesting of such claims including the court costs and reasonable attorney's fees and other professional advisors' fees. The **Parties** agree and accept that, for the purposes of paragraph 19, all such legal costs and expenses expressed to be the subject of such indemnity shall be treated as direct losses.

- 13.3 In the event of any such claim referred to in sub-paragraph 13.2 being made against **NGESO**, **NGESO** shall as soon as reasonably practicable give notice of the claim together with all relevant supporting documentation to the **Service Provider**. The **Service Provider** shall be entitled, upon written notice to **NGESO** and subject to **NGESO** receiving from the **Service Provider** such reasonable undertakings as **NGESO** shall reasonably require to protect **NGESO** against damage to its name and reputation, to assume at its own expense the sole conduct of all proceedings relating to such claim including the right to contest such claim in the name of **NGESO**. **NGESO** shall supply the **Service Provider** with all information, assistance and particulars reasonably required by the **Service Provider** in connection therewith. **NGESO** shall not accept, settle, pay or compromise any such claim without the prior written approval of the **Service Provider** (not to be unreasonably withheld or delayed). The **Service Provider** shall reimburse to **NGESO** all of its reasonable expenses incurred in connection with the provision of any such information, assistance or particulars in the contesting of any such claim.

14. Provision of Other Services

- 14.1 The **Service Provider** undertakes to **NGESO** that the availability and delivery of **Quick Reserve** from any **QR Unit** pursuant to and in accordance with a **QR Contract** and these **QR Service Terms** will not at any time during any **Contracted Service Period** be impaired or otherwise prejudiced by:-

14.1.1 any planned increase or reduction (as the case may be) in **Output** of that **QR Unit** which reduces the **QR Capacity** to less than the **Contracted Quantity** otherwise than pursuant to a **Bid-Offer Acceptance** or other instruction from **NGESO**; and/or

14.1.2 the **Service Provider's** performance of any agreement with a third party (including another **Service Provider**) relating to that **QR Unit**, including the making available and/or delivery of services to that third party by the **Service Provider** (whether by way of increases or reductions in **Generation** or **Demand** or stipulated running profiles, participation in any other services (including where part of a trial service) or otherwise, and whether to assist in the management, operation or protection of a **User System** or pursuant to the **Capacity Market Rules** or otherwise); and/or

14.1.3 the utilisation by **NGESO** of **Quick Reserve** from that **QR Unit** in all or part of any earlier **Contracted Service Period**.

- 14.2 Notwithstanding paragraph 14.1, in the event that the **Service Provider** is unable to provide **Quick Reserve** (to any extent) in all or any part of any **Contracted Service Period** for any reason described in paragraph 14.1, then the **Service Provider** shall give a full explanation to **NGESO** in its notification of unavailability pursuant to paragraph 5.9, and the **QR Unit** shall be deemed unavailable for the entire affected **Contracted Service Period** and paragraph 5.12 shall apply.

- 14.3 Where paragraph 14.2 applies, upon request from **NGESO** (at its sole discretion) the **Service Provider** shall pay to **NGESO** (in accordance with Schedule 4) an amount equal to the aggregate **Incremental Volume Cost Amount** for each relevant **Settlement Period** by way of reimbursement of **NGESO**'s additional costs of alternative or replacement service provision resulting from the **Service Provider**'s inability to provide **Quick Reserve** as referred to in paragraph 14.2.
- 14.4 Where, during any **Contracted Service Period**, a **Service Provider** is required under the terms of any agreement with **NGESO** to provide from any **QR Unit** any other **Balancing Service** (except with respect to **Reactive Power** or where the **QR Unit** is operating in **Frequency Sensitive Mode** upon instruction of **NGESO**), the **Parties** agree and acknowledge that, unless **NGESO** determines that such service provision is not in conflict with the delivery of **Quick Reserve**, **Quick Reserve** cannot be provided simultaneously with such other **Balancing Service** and accordingly:-
- 14.4.1 unless pursuant to the terms for provision of and payment for such other **Balancing Services** the relevant **QR Unit** is deemed unavailable to provide **Quick Reserve** or except as may otherwise be specified by **NGESO** in writing, the relevant **QR Unit** shall be deemed unavailable to provide such other **Balancing Service**; and
- 14.4.2 availability of the **QR Unit** to provide **Quick Reserve** pursuant to these **QR Service Terms** shall prevail.
- 14.5 For the avoidance of doubt, paragraph 14.4 shall not affect the submission by a **Service Provider** of (1) bids and offers (and the issue of **Bid-Offer Acceptances**) under the **Balancing Mechanism** where not made pursuant to terms agreed with **NGESO** for provision of any other **Balancing Service**, and (2) a **Sell Order** for **Positive Quick Reserve** and a **Sell Order** for **Negative Quick Reserve** with respect to the same **QR Unit** and **Contracted Service Period** insofar as permitted by the **QR Procurement Rules**.
- 14.6 Without prejudice to the undertaking in paragraph 14.1, nothing in this paragraph 14 shall prevent or restrict any **QR Unit** from providing **Quick Reserve** in any **Contracted Service Period** which overlaps to any extent with service provision under a contract to which the **Service Provider** is a party pursuant to the **Capacity Market Rules**.
- 15. Communications**
- 15.1 Any communications required by these **QR Service Terms** to be given in writing shall unless otherwise provided in this paragraph 15 be made and deemed to have been received in accordance with paragraph 27 save as may be otherwise agreed by the **Parties**.
- 15.2 The **Parties** consent to the recording of all telephone conversations between them relating in whole or in part to these **QR Service Terms**, and each **Party** agrees to notify its employees of that consent and obtain their consent to that recording if required by **Law**.
- 15.3 Unless otherwise expressly provided in these **QR Service Terms**, and subject always to paragraph 15.4, all communications between the **Parties** (or between **NGESO** and the **Service Provider's Agent**) pursuant to these **QR Service Terms** shall be given via **EDL/EDT** or **NGESO's Wider Access** equivalent.
- 15.4 If, for whatever reason, **EDL/EDT** or **NGESO's Wider Access** equivalent shall at any time become unavailable, then to that extent all declarations, instructions and other communications of whatever nature which concern the availability and utilisation of **Quick Reserve** shall be given by **Control Telephony** or **System Telephony** or by such other means as may be agreed between the **Parties**.

16 Termination of QR Contracts

- 16.1 Either **Party** shall have the right to terminate a **QR Contract** in the circumstances set out in paragraph 8.1 of the **Flexibility Services Standard Agreement** as if paragraphs 8.1 and 8.3 were set out in full herein.
- 16.2 Without prejudice to paragraph 16.1, and in addition to any other rights of termination available under the **QR Procurement Documentation**, **NGESO** may in its absolute discretion terminate a **QR Contract** in respect of a **QR Unit** with immediate effect by notice in writing to the **Service Provider** where the **Service Provider** is in material breach of a warranty or declaration given as part of the **Registration and Pre-Qualification Procedure** or under any of the **QR Procurement Documentation**.
- 16.3 Paragraphs 8.5 to 8.7 inclusive of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein.

17. Monitoring and Metering

- 17.1 The volume of **Quick Reserve** delivered and the time of delivery of **Quick Reserve** pursuant to **Bid-Offer Acceptances** shall be monitored by **NGESO** from time to time.
- 17.2 The relationship between the **Parties** with respect to **Energy Metering Equipment** shall be regulated by Section L of the **Balancing and Settlement Code**.
- 17.3 The relationship between the **Parties** with respect to **Operational Metering Equipment** shall be regulated by Paragraph 6.7.3 of the **Connection and Use of System Code**.

18. Force Majeure

- 18.1 Save for paragraphs 9.2.2 and 9.4 which shall not apply, paragraph 9 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein.

19. Liability, Indemnity and Insurance

- 19.1 Paragraph 10 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein.

20. Records and Audits

- 20.1 Paragraph 4 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein.

21. Assignment

- 21.1 Subject always to paragraph 21.2, paragraph 11 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein.
- 21.2 **QR Contracts** may be assigned by the **Service Provider** by way of **Transfer Notices** as specified in, and in accordance with, paragraph 22.

22. Transfer of QR Contracts

- 22.1 At any time during the subsistence of a **QR Contract**, a **Service Provider** (“the **Primary Service Provider**”) may assign to another **Registered Auction Participant** (“the **Secondary Service Provider**”) all of its rights and obligations under a **QR Contract**.
- 22.2 The effect of any such assignment, once validated by **NGESO** pursuant to this paragraph 22, is that all rights and obligations of the **Primary Service Provider** under these **QR Service Terms** with respect to the relevant **QR Contract** shall be transferred to the **Secondary Service Provider**, for the avoidance of doubt for the entirety of the **Contracted Service Period** in question.

- 22.3 No assignment shall be valid unless:-
- (a) both entities are **Registered Auction Participants**;
 - (b) the **Secondary Service Provider** has **Plant** and **Apparatus** which is registered as an **Auction Unit** pursuant to the **QR Procurement Rules** with sufficient **QR Capacity** reasonably expected to be available and proven capability to deliver **Quick Reserve** to enable the **QR Contract** to be discharged during the applicable **Contracted Service Period**;
 - (c) it is validly notified to **NGESO** pursuant to sub-paragraphs 22.4 to 22.7 inclusive and the **Transfer Notice** validated by **NGESO**; and
 - (d) where the **Contracted Service Period** in question is **Linked**, the **Service Provider** complies with paragraph 22.11.
- 22.4 Each assignment shall be notified to **NGESO** by the **Primary Service Provider** by no later than sixty (60) minutes prior to commencement of the applicable **Contracted Service Period**, and in the format designated by **NGESO** for such purpose and published on the **Industry Information Website** and each such assignment is referred to in these **QR Service Terms** as a “**Transfer Notice**”.
- 22.5 Unless otherwise stipulated in writing by **NGESO** from time to time, each **Transfer Notice** shall comprise the entirety of a **Contracted Service Period**, and shall specify:-
- (a) the identity of the **Primary Service Provider** and **QR Unit**; and
 - (b) the identity of the **Secondary Service Provider** and its **Auction Unit**.
- 22.6 Each assignment shall comprise the entire **Contracted Quantity** associated with the **QR Contract**, and for the avoidance of doubt the **Contracted Quantity** shall not be capable of being split amongst two or more **Secondary Service Providers** or two or more **Auction Units**.
- 22.7 Each **Transfer Notice** must be signed by or on behalf of both the **Primary Service Provider** and the **Secondary Service Provider**.
- 22.8 Unless deemed withdrawn in accordance with paragraphs 22.9 or 22.10, all **Transfer Notices** properly submitted in accordance with this paragraph 22 shall be automatically accepted by **NGESO**.
- 22.9 Where in **NGESO**'s reasonable opinion the delivery of **Quick Reserve** pursuant to the **QR Contract** by the **Secondary Service Provider**'s designated **Auction Unit** would or might endanger operational security within the meaning of the **Electricity Transmission System Operation Regulation**, then **NGESO** shall so notify both **Registered Auction Participants** whereupon the **Transfer Notice** shall be deemed withdrawn.
- 22.10 A **Transfer Notice** shall be invalid if the **Secondary Service Provider**'s designated **Auction Unit** is the subject of a **QR Contract** for the same **Contracted Service Period**, in which case **NGESO** shall so notify both whereupon the **Transfer Notice** shall be deemed withdrawn.
- 22.11 Where the **Contracted Service Period** the subject of a **Transfer Notice** is **Linked**, the **Service Provider** shall procure that the **Transfer Notice** is accompanied by a valid **Transfer Notice** for all other **QR Contracts** to which it is a party for that **Auction Unit** with respect to each of the other **Contracted Service Periods** to which that **Contracted Service Period** is **Linked**, and all such **Transfer Notices** shall specify the same **Secondary Service Provider** and **Auction Unit**.

22.12 For the avoidance of doubt, where a **Service Provider** wishes to discharge its obligations to **NGESO** with respect to the delivery of **Quick Reserve** pursuant to a **QR Contract** using an alternative **Auction Unit** which it has registered with **NGESO** under the **QR Procurement Rules**, it may serve a **Transfer Notice** pursuant to this paragraph 22. With respect to each such **Transfer Notice** validated by **NGESO**, **NGESO** will monitor availability and submitted parameters, and treat delivery of **Quick Reserve** from that alternative **Auction Unit**, as if made and delivered by the **Service Provider** from its original **QR Unit**, and all references in this paragraph 22 to **Secondary Service Provider** shall be construed as meaning the **Service Provider** where the context admits.

23. Confidentiality

23.1 The provisions of paragraph 12 of the **Flexibility Services Standard Agreement** shall apply to all and any information provided by **NGESO** or any **Registered Auction Participant** to the other (whether orally or in writing) pursuant to or in connection with these **QR Service Terms** as if set out in full herein.

24. Intellectual Property Rights

24.1 The provisions of paragraph 13 of the **Flexibility Services Standard Agreement** shall apply to all intellectual property rights owned by or licensed to either **Party** as if set out in full herein.

25. Data Protection

25.1 The provisions of paragraph 14 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein.

26. Modern Slavery, Anti-bribery and Living Wage

26.1 The provisions of paragraph 15 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein, and without limitation as at the date of formation of each **QR Contract** the **Service Provider** warrants, represents and undertakes to **NGESO** in the manner set out in paragraph 15.1 thereof and indemnifies **NGESO** as provided in paragraphs 15.2 and 15.7 thereof.

26.2 Any breach of this paragraph 26 by the **Service Provider** shall be deemed a material breach of all and any relevant **QR Contracts** for the purposes of paragraph 16.2.

27. Notices

27.1 Save to the extent the manner of communication between the **Parties** is otherwise stipulated in these **QR Service Terms**, paragraph 16 of the **Flexibility Services Standard Agreement** shall apply to any notice required to be submitted under these **QR Service Terms** by either **NGESO** or the **Service Provider** to the other as if set out in full herein.

27.2 For the purposes of paragraph 27.1, the relevant contact details and addresses of each **Party** shall be those notified from time to time by that **Party** to the other pursuant to the **Registration and Pre-Qualification Procedure**.

28. Dispute Resolution

28.1 The provisions of paragraph 18 of the **Flexibility Services Standard Agreement** shall apply in relation to any dispute or difference of whatever nature however arising under, out of, or in connection with these **QR Service Terms** as if set out in full herein, save that:-

28.1.1 no **Party** shall have any right to refer any dispute to an **Expert** for determination except where the dispute is stated in these **QR Service Terms** to be referable to an **Expert** for determination or otherwise agreed in writing by the **Parties** to be so referable;

28.1.2 nothing in this paragraph 28.1 shall prevent the **Parties** from agreeing to resolve any dispute or difference through the courts in which case paragraph 29.2 shall apply; and

28.1.3 where any dispute is referred to arbitration, the prevailing rules of the **London Court of International Arbitration** shall apply unless otherwise agreed in writing by the **Parties** (and paragraph 17 of the **Flexibility Services Standard Agreement** shall be read and construed accordingly).

29 Governing Law and Jurisdiction

29.1 Any claim, dispute or matter (whether contractual or non-contractual) arising under or in connection with these **QR Service Terms** or their enforceability shall be governed by and construed in accordance with the laws of England and Wales.

29.2 Subject always to paragraph 27.1, **NGESO** and each **Service Provider** submits to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with these **QR Service Terms** or their enforceability and waives any objection to proceedings being brought in such courts or on the grounds that proceedings have been brought in an inconvenient forum.

30 Severance

30.1 The provisions of paragraph 18 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein.

31 Third Party Rights

31.1 The provisions of paragraph 19 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein with the exception of the words “other than the Distribution and Transmission Licensees (the Company) who shall be entitled to independently enforce all of the terms of the Contract”.

32 No Agency or Partnership

32.1 The provisions of paragraph 20 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein.

33 Waiver

33.1 The provisions of paragraph 21 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein.

34 Entire Agreement

34.1 The provisions of paragraph 22 of the **Flexibility Services Standard Agreement** shall apply as if set out in full herein.

35 EMR

35.1 Notwithstanding any confidentiality obligations and any restriction on the use or disclosure of information set out in the **QR Procurement Documentation**, the **Service Provider** consents to **NGESO** and each of its subsidiaries using all and any information or data supplied to or acquired by it in any year under or in connection with any **Balancing Services Contract** for the purpose of carrying out its **EMR Functions**.

35.2 For the purposes of this paragraph 35 only:-

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

35.2.2 **“Capacity Market Rules”** means the rules created pursuant to section 34 of the Energy Act 2013 as modified from time to time in accordance with The Electricity Capacity Regulations 2014;

35.2.3 **“EMR Functions”** has the meaning given to “EMR functions” in Chapter 5 of Part 2 of the Energy Act 2013; and

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

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SCHEDULE 1 – DEFINED TERMS

“Contracted Service Period”	in respect of any Service Provider , a QR Window which is the subject of a QR Contract ;
“Contracted Quantity”	in respect of any QR Unit and Contracted Service Period , such part of the Offered Quantity which a Service Provider has agreed to provide in accordance with a QR Contract ;
“Control Telephony”	as defined in the Grid Code ;
“Grid Supply Point”	as defined in the Grid Code ;
“Incremental Volume Cost Amount”	<p>for a Settlement Period, the amount calculated as the higher of:</p> <p style="padding-left: 40px;">(1) (A multiplied by B multiplied by 0.5) minus C</p> <p>and</p> <p style="padding-left: 40px;">(2) zero</p> <p>Where:</p> <p>A is the highest accepted Offer Price or Bid Price in the Balancing Mechanism in that Settlement Period (ignoring any system-tagged Bid-Offer Acceptance and any Bid-Offer Acceptance issued in error), or (if higher) any price for that Settlement Period agreed by NGESO and its counterparty pursuant to a grid trade under a Grid Trade Master Agreement;</p> <p>B is the Contracted Quantity;</p> <p>C is the settlement value calculated for that Settlement Period pursuant to Schedule 3 which would otherwise have been payable to the Service Provider but for the operation of paragraph 14.2 and Schedule 3;</p>
“Intermittent Power Source”	as defined in the Grid Code ;
“Maximum Recovery Period”	the maximum duration between the end of delivery of one Bid-Offer Acceptance and the start of the next, as specified by the Service Provider ;
“Metering Equipment”	as defined in the BSC ;
“Minimum Activation Period”	the minimum duration for which a Bid-Offer Acceptance can be issued, as specified by the Service Provider ;
“Minimum Non-Zero Time” or “MNZT”	as defined in the Grid Code ;
“Minimum Zero Time” or “MZT”	as defined in the Grid Code ;
“Monthly Statement”	as defined in Schedule 4;
“Power Available”	as defined in the Grid Code ;

“Power Park Module”	as defined in the Grid Code ;
“Primary Service Provider”	as defined in paragraph 22.1;
“QR Availability Payment”	as defined in paragraph 8.1;
“QR Capacity”	the maximum amount (in MW) of Quick Reserve available at the relevant time from a QR Unit represented by the difference between either the prevailing (1) MEL or MIL , or SEL or SIL (as the case may be) and (2) Final Physical Notification or, in the case of a Power Park Module powered by an Intermittent Power Source , the prevailing (1) Power Available and (2) Final Physical Notification ;
“QR Procurement Rules”	the prevailing document titled ‘Quick Reserve Procurement Rules’ published by or on behalf of NGESO from time to time governing the procurement of Quick Reserve ;
“QR Service Terms”	this document as published by or on behalf of NGESO from time to time;
“QR Service Parameters”	those requirements related to Quick Reserve specified in Schedule 2;
“QR Unit”	an Auction Unit the subject of a QR Contract ;
“Response Time”	the maximum period of time from receipt of a Bid-Offer Acceptance to delivery of the instructed volume (including ramping);
“Secondary Service Provider”	as defined in paragraph 22.1;
“Transfer Notice”	as defined in paragraph 22.4; and
“Wider Access”	as defined in the BSC .

SCHEDULE 2 – QR SERVICE PARAMETERS

Design Element	Relevant Dynamic Parameter(s) (as defined in Appendix 1 of Grid Code BC1)	Required Service Parameter (NQR and PQR)
Response Time (to full delivery, including ramping)	Ramp Rates, NTO/NTB, NDZ	Not greater than one (1) minute from receipt of Bid-Offer Acceptance
Maximum Recovery Period	MZT	Not greater than three (3) minutes*
Minimum Activation Period	MNZT	Not greater than five (5) minutes*

* For a **QR Unit** which delivers **Quick Reserve** (whether **PQR** or **NQR**) through zero (0) MW, MZT and MNZT (and also SEL and SIL) shall be zero

SCHEDULE 3 – QR AVAILABILITY PAYMENTS**Calculation of Settlement Value**

A settlement value shall be calculated for **Quick Reserve** (separately for each of **Positive Quick Reserve** and **Negative Quick Reserve**) for each **QR Unit** and with respect to each **Contacted Service Period** as follows:

Round ((**Contracted Quantity** * **Market Clearing Price** * 0.5 * AF), 2)

Where

AF = 0 if unavailable or deemed unavailable in accordance with these **QR Service Terms**, otherwise 1

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SCHEDULE 4 – PAYMENT PROVISIONS

1. Where amounts falling due by or to **NGESO** under these **QR Service Terms** are expressed to be payable in accordance with this Schedule 4, then with respect to all and any such amounts the following provisions shall apply.
2. On the eighth (8th) **Business Day** of each calendar month **NGESO** shall send to the **Service Provider** a statement (the “**Monthly Statement**”) setting out, for each **QR Contract**, details of the following (to the extent applicable) in respect of the preceding calendar month, together with such other information as may be required to be provided under these **QR Service Terms**:-
 - a. the aggregate number of hours of service provision with respect to both availability and utilisation (as applicable);
 - b. details of events of default or service failures;
 - c. the amounts payable by or to **NGESO** as a result; and
 - d. in relation to all **QR Contracts**, the total net amount falling due to or from the **Service Provider**.
3. If the **Service Provider** disagrees with the content of any **Monthly Statement**, it may notify **NGESO** in writing, with evidence upon which it relies in support of such disagreement, no later than the date falling ten (10) **Business Days** after receipt thereof, but in the absence of any such notification by such date the **Monthly Statement** shall be final and binding on the **Parties** subject only to paragraph 4.
4. Where a disagreement is notified by the **Service Provider** pursuant to paragraph 2, the **Parties** shall discuss and endeavour to resolve the same in good faith, and any revisions to a **Monthly Statement** agreed as a result thereof shall be reflected in a revised **Monthly Statement**, which shall promptly be issued by **NGESO**. In the absence of agreement, the **Monthly Statement** shall be binding upon the **Parties** until such time as otherwise agreed in writing between the **Parties** or as may otherwise be determined by an **Expert** following a referral by either **Party** to an **Expert** for determination, and which in each case shall be reflected in a revised **Monthly Statement** which shall promptly be issued by **NGESO**.
5. Where, having regard to any **Settlement Run** or to the results of any other monitoring by **NGESO** of service delivery, **NGESO** or the **Service Provider** discovers that some or all of any calculations and/or amounts falling due shown in any **Monthly Statement** are incorrect, then it shall promptly notify the other in writing whereupon **NGESO** shall, at its discretion, revise the **Monthly Statement** and re-issue the same to the **Service Provider**, and the provisions of paragraphs 2 and 3 shall apply mutatis mutandis to such revised **Monthly Statement**.
6. In the absence of fraud, neither **NGESO** nor the **Balancing Service Provider** may invoke the provisions of paragraph 4, with respect to the contents of any **Monthly Statement** (including any revised **Monthly Statement**) after the period of twelve (12) months has elapsed following submission of the original **Monthly Statement** in which the calculations and/or amounts in question were first stated, after which date such calculations and/or amounts shown in the last **Monthly Statement** (including any revised **Monthly Statement**) issued by **NGESO** shall be final and conclusive.
7. No later than the eighteenth (18th) **Business Day** of each month, **NGESO** will issue a self-billing invoice (or credit note) in accordance with paragraph 11 reflecting the **Monthly Statement** issued pursuant to paragraph 1 (as may have been revised pursuant to the foregoing provisions), and no later than five (5) **Business Days** after such date of issue

NGESO shall pay to the **Service Provider** (or the **Service Provider** shall pay to **NGESO**, as the case may be) the net amount shown as due from **NGESO** to the **Service Provider** (or from the **Service Provider** to **NGESO**, as the case may be) in that **Monthly Statement** (or revised **Monthly Statement**).

8. All payments shall be made in pounds sterling by direct bank transfer or equivalent transfer of immediately available funds to the other **Party's** bank account, details of which shall be as notified by each **Party** to the other from time to time in accordance with these **QR Service Terms**.
9. If by virtue of the foregoing provisions, it is determined or agreed that:-
 - a. the **Service Provider** was entitled to a further payment from **NGESO**, then the **Service Provider** shall be entitled to interest at the **Base Rate** on the amount of such further payment from the due date until the date of actual payment; or
 - b. the **Service Provider** was not entitled to any payment it has received, then **NGESO** shall be entitled to interest at the **Base Rate** on such amount from the date of payment by **NGESO** until the date of repayment by the **Service Provider** (or, as the case may be, until the date when **NGESO** makes a payment to the **Service Provider** pursuant to paragraph 6 against which such amount is offset).
10. All amounts specified falling due and payable pursuant to these **QR Service Terms** shall be exclusive of any **Value Added Tax** or other similar tax and **NGESO** shall pay to the **Service Provider Value Added Tax** at the rate for the time being and from time to time properly chargeable in respect of the making available and/or provision of **Quick Reserve** under these **QR Service Terms**.
11. Sums payable by one **Party** to the other pursuant this Schedule 4 whether by way of charges, interest or otherwise, shall (except to the extent permitted by these **QR Service Terms** or otherwise required by **Law**) be paid in full, free and clear of and without deduction, set-off or deferment in respect of any disputes or claims whatsoever provided that either **Party** shall be entitled to set off any payment due and payable by the other **Party** under this Schedule 4 against any payment it makes to that **Party** under this Schedule 4.
12. For so long as the **Service Provider** is a **Registered Auction Participant**, the **Service Provider** agrees that **NGESO** shall maintain a self-billing system whereby each **Monthly Statement** shall constitute a self-billing invoice for **VAT** purposes. Accordingly, **NGESO** and the **Balancing Service Provider** shall enter into a self-billing agreement in accordance with **VAT** legislation and published guidance from HM Revenue and Customs from time to time, and agree to comply with all relevant requirements in relation to self-billing, and for such purpose the **Service Provider** hereby warrants and undertakes to **NGESO** that:-
 - a. it is registered for **VAT** and will inform **NGESO** forthwith if it ceases to be so registered or changes its **VAT** registration number;
 - b. it will account to HM Revenue and Customs for the **VAT** paid by **NGESO** pursuant to paragraph 9; and
 - c. it will not issue its own **VAT** invoices for provision of **Quick Reserve**.
13. The provisions of this Schedule 4 shall survive the termination of any **QR Contract**.