

**Northern Ireland Electricity plc**  
**Market Registration Code**

**Proposed Changes for SEM/IME Implementation**

**SEM Go-Live Version**

# MARKET REGISTRATION CODE

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# MARKET REGISTRATION CODE

## PART A: Introductory matters

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### 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 network 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(a) and 1(b) relating to alteration of positioning and replacement of meters to meet the needs of disabled people;

1.4.2 2(1)(a) and 2(1)(b) relating to cutting of supply for non-payment and recovery of expenses for the same;

1.4.3 5(1) and 5(2) relating to the offence of restoration of connection without consent;

1.4.4 6(1)(b); 6(3) and 6(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 7(2)(a) and 7(2)(b) relating to entry of premises in order to read any meter, remove, inspect or reinstall any meter;

- 1.4.6 8(1) and 8(3)(a) to 8.3(c) relating to entry of premises where the relevant person is authorised to disconnect premises and remove any meter;
  - 1.4.7 12(1) relating to leaving the premises no less secure after entry to disconnect premises and remove a meter; and
  - 1.4.8 14 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(2A); 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.

### **4. Not used**

## **PART B: Certification**

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### **5. Supplier Certification (MP NI 001)**

- 5.1 All Suppliers must apply for and be Certified before the Supplier can register any Meter Point under MP NI 101, MP NI 102, MP NI 112 or MP NI 113, 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.
- 5.2 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 needed to obtain and maintain Certification.
- 5.3 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.
- 5.4 The Certification process shall be conducted in accordance with MP NI 001.
- 5.5 At any time after the Meter Registration Date, any Supplier not Certified in accordance with this Code ("Non-Certified Supplier") is subject to the following restrictions:
  - 5.5.1 the Non-Certified Supplier may not register any Meter Points under MP NI 101, MP NI 102, MP NI 112 or MP NI 113 or exercise any of the rights of Suppliers contained in those Code Procedures;
  - 5.5.2 the Non-Certified Supplier is not entitled to send messages through the Electricity Market Messaging Application; and
  - 5.5.3 the Non-Certified Supplier is not entitled to object to a change of Supplier request.
- 5.6 Where a Certified Supplier notifies the MEPCT in writing that it shall assign or otherwise transfer its business to a new legal entity, including the systems and processes needed to obtain and maintain Certification, MEPCT may approve the transfer of the Certification of the Certified Supplier to that new legal entity to take effect from such time as is specified by the MEPCT.

### **6. Supplier Re-Certification (MP NI 002)**

- 6.1 Each Certified Supplier must apply for and be Re-Certified at the times specified in MP NI 002.
- 6.2 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.
- 6.3 The Re-Certification process shall be conducted in accordance with MP NI 002.
- 6.4 If a Certified Supplier fails to apply to be Re-Certified in accordance with paragraph 6.1, the Supplier's Certification will lapse in accordance with MP NI 003.

## **7. Dispensations (MP NI 005)**

7.1 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 005.

7.2 The procedures for applying for a Dispensation and the circumstances in which a Dispensation may be granted are described in MP NI 005.

## **8. Removal of Certification (MP NI 003)**

8.1 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 003.

8.2 Where the Certification of a Supplier is removed, MEPCT shall publish information and notify the relevant parties in accordance with MP NI 003.

8.3 Upon removal of Certification:

8.3.1 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 003; and

8.3.2 if the Supplier continues to hold a Supply Licence, then the restrictions described in paragraph 5.5 shall apply to the Supplier as described in MP NI 003.

## **9. Disputes and Appeals (MP NI 006)**

9.1 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 006.

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

9.2.1 until after the time for making appeals as specified in MP NI 006 has expired; or

9.2.2 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 Authority.

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

9.3.1 until after the time for making appeals as specified in MP NI 006 has expired; or

9.3.2 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 Authority.

9.4 A decision to grant an application for a Dispensation has immediate effect, notwithstanding that any dispute or appeal may have been raised in accordance with MP NI 006. Where a decision to refuse an application or to grant the application with restrictions is appealed, paragraphs 9.4.1 to 9.4.3 apply.

9.4.1 If MEPCT is able to resolve the dispute in accordance with MP NI 006, then that resolution shall have immediate effect.



- 9.4.2 If MEPCT is unable to resolve the dispute and the decision to refuse the application or to grant the application with restrictions is referred to the Authority, and the Authority determines that the application should have been refused, then the Dispensation lapses automatically and the Supplier must apply for Re-Certification.
- 9.4.3 If MEPCT is unable to resolve the dispute and the decision to refuse the application or to grant the application with restrictions is referred to the Authority, and the Authority 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 Authority.
- 9.5 A decision to remove the Certification of a Supplier does not take effect:
  - 9.5.1 until after the time for making appeals as described in and in accordance with MP NI 006 has expired; or
  - 9.5.2 if the applicant raises a dispute with MEPCT, until after the dispute is resolved, or, if the decision to grant or refuse the application is appealed, until after the appeal is finally decided by the Authority (and then only if the appeal is refused).
- 9.6 Subject to paragraph 27.9, the disputes and appeals process in MP NI 006 is the sole remedy of a Supplier dissatisfied with any matter arising out of or relating to the Certification, Re-Certification and Dispensation processes.

**10. MEPCT (Market Entry Process Coordination Team)**

- 10.1 NIE shall establish the Market Entry Process Coordination Team (“MEPCT”) and shall provide for there to be established, within the MEPCT, the Test Coordination Centre (“TCC”).
- 10.2 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.
- 10.3 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.
- 10.4 The MEPCT shall be responsible, subject to and in accordance with this Code, for:
  - 10.4.1 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;
  - 10.4.2 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;
  - 10.4.3 undertaking, through the Test Coordinator, the tasks that the TCC and the Test Coordinator are required or empowered to take under this Code;
  - 10.4.4 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
  - 10.4.5 doing such other things as may be reasonably necessary or incidental to these functions.

- 10.5 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.
- 10.6 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 10.6.

## **PART C: Registration**

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### **11. Meter Points**

- 11.1 NIE will allocate a Meter Point Registration Number (“MPRN”) to each Meter Point. Meter Points for customers registered in the Legacy Systems will be allocated an MPRN when the customer chooses a new supplier.
- 11.2 NIE will maintain a register of Meter Points and will publish information about such Meter Points as described in MP NI 101, MP NI 102, MP NI 112 and MP NI 113.
- 11.3 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.
- 11.4 The inventory of Meter Points for unmetered supplies is managed by NIE as described in MG NI 114.

### **12. Obligation to register**

- 12.1 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. Customers registered in the Legacy Systems will remain registered there until the customer chooses a new supplier.
- 12.2 A Supplier may only register a Meter Point for a particular customer (other than a customer remaining in the Legacy System) in accordance with the rules set out in MP NI 112 (for keypad Meter Points), MP NI 113 (for Meter Points for unmetered supplies) and MP NI 102 (for other Meter Points).
- 12.3 For so long as customers remain in the Legacy Systems, the procedures used immediately prior to SEM Go-Live will remain applicable after that time, with a view to ensuring that all customers of NIE are registered either on the Legacy Systems or on the new system.

### **13. Meter Point Registration processes**

- 13.1 Where a Supplier wishes to register a Meter Point for a new connection, then in accordance with and subject to MP NI 113 (for Meter Points for unmetered supplies) or MP NI 101 (for other Meter Points):
  - 13.1.1 the Supplier must apply to register the Meter Point and may seek to cancel the registration application;
  - 13.1.2 except in the case of Meter Points for domestic supplies, 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;
  - 13.1.3 in the case of Meter Points for domestic supplies, NIE will validate the application and may accept or reject the application and where the application is accepted, the registration will become effective from the time the Meter Point was energised. NIE and the default supplier shall agree arrangements to provide for the customer to be informed of the identity of the default supplier and the terms of supply.

- 13.2 Where no Supplier has applied to register a Meter Point for a new connection for a domestic supply within the time provided for in MP NI 101, the default Supplier as provided for in MP NI 101 will be registered as the Supplier for that Meter Point. The registration will be effective from the time the Meter Point was energised.
- 13.3 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 112 (for keypad Meter Points), MP NI 113 (for Meter Points for unmetered supplies) or MP NI 102 (for other Meter Points):
- 13.3.1 the New Supplier must apply to register the Meter Point and may seek to cancel the registration application;
- 13.3.2 NIE will validate the application from the New Supplier and may accept or reject it; and
- 13.3.3 where the application is accepted, but subject to paragraph 13.4, 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.
- 13.4 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 the applicable Market Procedure (MP NI 102, MP NI 112 or MP NI 113).
- 13.5 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.
- 13.6 For the purposes of this Code, supplies are designated as domestic supplies where designated as such for the purposes of calculating use of system tariffs.

#### **14. Data collection and processing**

- 14.1 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:
- 14.1.1 collection and verification of meter readings and provision of those readings to the data processor;
- 14.1.2 the processing and validation of the data by the data processor, including estimation and substitution of data and adjustment of data to account for unrecorded consumption;
- 14.1.3 the provision of processed data for the purposes of Settlement including to Suppliers, the Transmission System Operator and the Market Operator;
- 14.1.4 the investigation of meter failures; and
- 14.1.5 calculation of estimated annual consumption on behalf of Suppliers.
- 14.2 The following Retail Market Procedures apply to Meter Point Data Processing:

14.2.1 MP NI 104, which applies in respect of non-Half Hourly Metering; and

14.2.2 MP NI 105, which applies in respect of Half Hourly Metering.

## **15. Data aggregation**

15.1 In accordance with and subject to MP NI 107, NIE will aggregate the data collected in respect of Meter Points registered to Suppliers under this Code each month and will provide reports to PPB, the Transmission System Operator, the Market Operator and Suppliers.

15.2 NIE may adjust aggregated consumption data and report as required for Settlement and to the Transmission System Operator and the Supplier concerned as provided for in MP NI 107.

## **16. Maintain Meter Point data**

16.1 In accordance with and subject to MP NI 108:

16.1.1 Suppliers must notify NIE of changes to information relating to Meter Points; and

16.1.2 NIE will review the notification and, following resolution of any queries, update its records.

16.2 NIE may contact any customer to whom a notification under MP NI 108 relates to obtain a Connection Agreement and the Suppliers shall ensure that they have each obtained all relevant consents to this in accordance with paragraph 29.5.2.

## **17. Fieldwork**

17.1 Subject to paragraph 17.2, a Supplier may request NIE to undertake Fieldwork of the types described in MP NI 103.

17.2 NIE may reject a request for Fieldwork from a Supplier in the circumstances set out in MP NI 103. Cancellation of Fieldwork by a Supplier or NIE is governed by MP NI 103.

17.3 Suppliers must pay NIE's charges for Fieldwork as described in MP NI 103. These charges will be invoiced by NIE and are payable in accordance with section 26 (Fees and charges) of this Code.

17.4 In circumstances where Fieldwork cannot be completed or where completion is delayed, NIE will inform the Supplier in accordance with MP NI 103. Participants acknowledge that there may be circumstances beyond the control of NIE that lead to inability to complete or delays in completion of Fieldwork.

17.5 This section 17 is without prejudice to the terms of any Transmission Use of System Agreement or any 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) 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 109. NIE may reject a notification that does not meet the criteria for valid notifications in MP NI 109.

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 109.

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

19.1 Where a Supplier is required by MP NI 110 to use the Electricity Market Messaging Application, or has elected to do so in accordance with MP NI 110, then the Supplier and NIE must use that application to exchange Market Messages.

19.2 Where a Supplier is not using the Electricity Market Messaging Application, then Market Messages will be exchanged in accordance with and subject to MP NI 110.

19.3 All Market Messages must be in the form, and include the information, described in the relevant Business Specification and MP NI 110 (as applicable).

19.4 Subject to notification by a Participant that its security information has been compromised pursuant to paragraph 19.5, 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.

19.5 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.

19.6 Subject to any Dispensation, Market Messages are only to be exchanged in accordance with paragraphs 19.1 to 19.3 (as applicable to the Supplier concerned), even where the Electricity Market Messaging Application is not available. This includes e-mails, faxes and other communications, none of which constitute valid Market Messages unless their content complies fully with the requirement of paragraphs 19.1 to 19.3.

## **20. Use of EMMA**

20.1 NIE grants each Supplier that 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, NIE gives no warranty that the Electricity Market Messaging Application will function in the manner intended.
- 20.4 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, NIE retains all 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, acting reasonably, 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.
- 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 Authority from time to time.
- 21.4 Suppliers may themselves arrange additional support from NIE at their own cost.

## **PART D: Code Modifications**

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### **22. Central Design Authority Board**

- 22.1 On or before the MRC Commencement Date there shall be established a Central Design Authority Board which shall become operational on the MRC Commencement Date or such earlier date as the Original Parties may agree.
- 22.2 The functions of the Central Design Authority Board are to consider and make decisions in relation to Issues and Code Change Proposals, in each case as provided for in section 25 (Queries, Issues and Code Change Proposals) and the MRC Change Procedures.
- 22.3 The first members of the Central Design Authority Board shall be appointed by the Authority pursuant to rules determined by the Authority. These members shall cease to be members of the Central Design Authority Board at the Meter Registration Date unless their appointment is confirmed under paragraph 22.4.
- 22.4 On and from the Meter Registration Date, 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. 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 Authority 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 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. The rules and procedures applicable from the MRC Commencement Date are set out in Schedule 6 and may be amended by the Central Design Authority Board from time to time.
- 22.7 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.
- 22.8 No Board Member nor, if applicable, its nominated alternate 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.
- 22.9 Nothing in paragraph 22.8 shall exclude or limit the liability of a Board Member or its alternate for death or personal injury resulting from the negligence of such person.
- 22.10 Each Participant 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, Issues and Code Change Proposals;
  - 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 Issues and Code Change Proposals as provided for in the MRC Change Procedures;
  - 23.2.5 procurement of reports about the impact of Code Change Proposals 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, Issues and Code Change Proposals to Participants, the Authority, the Transmission System Operator and the Market Operator; and
  - 23.2.8 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, Issues and Code Change Proposals**

- 24.1 Any Participant may raise Queries and Issues in accordance with the MRC Change Procedures. Queries and Issues shall be resolved or escalated in accordance with the MRC Change Procedures.
- 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 NIE or any Supplier may propose a change to any Code Procedure (“Code Change Proposal”) by sending the Code Change Proposal to the Central Design Authority, together with reasonable detail of the change proposed and the reason for the change. Code Change Proposals shall be submitted using the forms and processes specified in the MRC Change Procedures.
- 24.4 Subject to paragraphs 24.4 and 24.5, decisions about whether to proceed with a Code Change Proposal (as proposed or in a modified form) and, if so, consideration of and consultation on the Code Change Proposal shall be made and undertaken in accordance with the MRC Change Procedures.

- 24.5 No Supplier shall submit a Code Change Proposal that alters the delivery times or charges for Fieldwork without the express consent of NIE. The Central Design Authority Board shall not consider further any Code Change Proposal that has been made in breach of this paragraph.
- 24.6 NIE may, by notice in writing to the Central Design Authority Board, require the Central Design Authority Board to reject and not to consider further any Code Change Proposal, or part of a Code Change Proposal, that is not consistent with the objective of the Market Registration Arrangements as specified in the NIE Licence or NIE's obligation as the distribution system operator under the Trading and Settlement Code. The notice shall include NIE's reasons and a Supplier may raise a dispute in relation to the notice. The Central Design Authority and the Central Design Authority Board shall comply with any such notice.
- 24.7 If the Central Design Authority Board or the Authority decides to proceed with a Code Change Proposal, in accordance with the MRC Change Procedures, the Central Design Authority shall, in accordance with the MRC Change Procedures, prepare a report ("Change Report") setting out the change, the steps required to implement the change, the estimated costs of implementing it and the time it is proposed that the change should take effect.
- 24.8 The Central Design Authority shall submit the approved Change Report to the Authority with a request for approval or otherwise to proceed with the relevant Code Change Proposal.
- 24.9 A Code Change Proposal that is approved by the Authority following a request under paragraph 24.7 takes effect from the time specified in the Code Change Report or in the approval by the Authority, whichever is later.

## **PART E: General**

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### **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.
- 25.4 A communication is taken to have been received:
- 25.4.1 if delivered by hand, at the time of delivery;
  - 25.4.2 if sent by first class pre-paid post, at the expiration of two clear days after the time of posting;
  - 25.4.3 if sent by facsimile, at the time of completion of transmission by the sender;
  - 25.4.4 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 section 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 Authority from time to time. As at the MRC Commencement Date the Code Fees are zero but this is subject to change.
- 26.2 Suppliers must pay to NIE all applicable Code Charges and Support Charges.
- 26.3 Suppliers who are required or elect to use the Electricity Market Messaging Application must pay EMMA Fees, the amount of which is set out in a schedule of fees issued by NIE and approved by the Authority 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 section 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 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 section 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 006 provides for a matter to be resolved through the dispute resolution mechanism described in MP NI 006, then the matter shall be resolved in accordance with MP NI 006.
- 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 section 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 Authority.
- 27.5 The Authority shall determine the Dispute pursuant to its powers under the Orders. The Authority shall decide in what proportion the parties to the Dispute will bear the costs of the determination. The determination of the Dispute by the Authority 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 Authority 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 Electricity Arbitration Association (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 Authority.

## **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 section 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 Authority 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 Authority 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, 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 Authority 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 to enable the Transmission System Operator to bill Suppliers for use of system charges under the Transmission Use of System Agreement;
  - 29.4.9 for settlement purposes including settlement under the Trading and Settlement Code and settlement of charges relating to public service obligations;
  - 29.4.10 for the purpose of contacting customers in relation to work on their Meter Point;
  - 29.4.11 for the purpose of providing information to any Government Department of Northern Ireland as requested by that Government Department;
  - 29.4.12 to investigate theft of electricity or tampering with meters; and
  - 29.4.13 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(b), 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, Test Coordinator under any of the Retail Market Procedures or the Business Specifications and any confidential information protected under any Interim Arrangements (where the Supplier that is a party to the Interim Arrangements subsequently becomes a party to the Market Registration Framework Agreement) 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 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 or to a Transmission Use of System Agreement with the Transmission System Operator (“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.
- 31.2 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.
- 31.3 A notice under paragraph 31.1 or paragraph 31.2 takes effect on the later of:
- 31.3.1 the date the notice is received;
  - 31.3.2 the date specified in the notice; and
  - 31.3.3 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 section 27 (Disputes and appeals) applies.
- 31.4 The termination of the status as a Supplier under paragraphs 31.1 or 31.2 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 section 32 (Relationship between Participants) and this section 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 section 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, 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

<b>“Accession Agreement”</b>	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;
<b>“Authority”</b>	means the Northern Ireland Authority for Utility Regulation;
<b>“Board Member”</b>	means each of the members from time to time of the CDA Board;
<b>“Business Day”</b>	means any day identified by NIE as a business day on its calendar of business days published on or before 1 April every year;
<b>“Business Specifications”</b>	means the Business Specification – Data Processing and Fieldwork Market Messages and the NI Business Specification – Registration Market Messages;
<b>“Central Design Authority Board” or “CDA Board”</b>	means the body of that name established pursuant to paragraph 22.1 of this Code;
<b>“Central Design Authority” or “CDA”</b>	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;
<b>“Certification”</b>	means the process described in MP NI 001 and the act or decision within that process by which the Supplier becomes Certified;
<b>“Certified”</b>	means, in relation to a Supplier, that the Supplier has been granted Certification in accordance with MP NI 001 and has not had its Certification removed in accordance with MP NI 003;
<b>“Change Management System”</b>	means the system of that name established and maintained by the CDA and used to record, track and report on the status of Queries, Issues and Code Change Proposals;
<b>“Change Report”</b>	as defined in paragraph 24.7;
<b>“Code Change Proposal”</b>	as defined in paragraph 24.3;
<b>“Code Charge”</b>	means any charge levied pursuant to any Code Procedure (other than Code Fees, Service Charges and EMMA Fees);

<b>“Code Fees”</b>	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 MEPCT Panel, the Market Entry Process Coordinator, the Test Coordinator and the Central Design Authority;
<b>“Code Procedures”</b>	means the Retail Market Procedures, the Business Specifications and (for the purpose of section 24 (Queries, Issues and Code Change Proposals)) 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 MRC Commencement Date));
<b>“Code”</b>	means this Market Registration Code including the Code Procedures but excluding Schedule 2 (the form of the Market Registration Code Framework Agreement) and Schedule 6 (the Central Design Authority Board Procedures applicable at the MRC Commencement Date), which are set out in the Market Registration Code for ease of reference only;
<b>“Confidential Information”</b>	<p>means, in relation to a Participant, any and all information in whatever form:</p> <ul style="list-style-type: none"> <li>(a) supplied by the Participant pursuant to the provisions of the Market Registration Arrangements and relating to the affairs of the Participant; or</li> <li>(b) which is held in respect of a customer which information was obtained by a Supplier through the operation of its supply business,</li> </ul> <p>but excluding (except in the case of paragraph (b)):</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(d) information about Queries, Issues and Code Change Proposals.</li> </ul>
<b>“Connection Agreement”</b>	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 ;
<b>“Data Controller”</b>	means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, Processed;

<b>“Data Processor”</b>	means any person (other than an employee of the Data Controller) who Processes Personal Data on behalf of the Data Controller;
<b>“Data Protection Legislation”</b>	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;
<b>“Department”</b>	means the Department of Enterprise, Trade and Investment;
<b>“Dispensation”</b>	has the meaning given to it in MP NI 005;
<b>“Dispute”</b>	as defined in paragraph 27.2;
<b>“Distribution Use of System Agreement”</b>	means an agreement between NIE and a Supplier setting out the terms on which the Supplier may use the NIE Distribution System;
<b>“EAA”</b>	means the Electricity Arbitration Association of England and Wales;
<b>“Electricity Market Messaging Application”</b>	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 Certified Suppliers;
<b>“Electricity Order”</b>	means the Electricity (Northern Ireland) Order 1992;
<b>“EMMA Fee”</b>	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;
<b>“Energy Order”</b>	means the Energy (Northern Ireland) Order 2003;
<b>“Fieldwork”</b>	means work relating to a Meter Point undertaken at the Meter Point, as described in MP NI 103, 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;
<b>“Force Majeure”</b>	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;
<b>“Good Industry Practice”</b>	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;
<b>“Grid Code”</b>	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;
<b>“Half Hourly Metering”</b>	means Metering Equipment that collects and records data about consumption of electricity at intervals of 30 minutes or shorter intervals capable of being aggregated to 30 minute intervals; and <b>“non-Half Hourly Metering”</b> shall be construed accordingly;
<b>“Intellectual Property Rights”</b>	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);
<b>“Interim Arrangements”</b>	means arrangements entered into between NIE and a Supplier prior to the MRC Commencement Date for the purposes of commencing the Certification process under MP NI 001, MP NI 005 and MP NI 006;
<b>“Issue”</b>	means a problem or concern with a component or process of the Code Procedures that requires consideration by the Central Design Authority Board with a view to proposing a change to the Code;
<b>“Laws”</b>	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;
<b>“Legacy Systems”</b>	means the systems used for registration of customers of NIE when it was also the public electricity supplier and which are to remain in use until all customers are moved to the new registration system;
<b>“Market Entry Process Coordinator”</b>	means the person from time to time appointed to that role by NIE;
<b>“Market Entry Process Guide”</b>	means the guide of that name published by NIE from time to time;
<b>“Market Guide”</b>	means the Business Specification – UoS Billing Files, the Market Entry Process Guide, MG NI 106, MG NI 111 and MG NI 114;
<b>“Market Message”</b>	means each message of the type specified in the Business

	Specifications;
<b>“Market Operator”</b>	has the meaning given to “Northern Ireland Market Operator” in the NIE Licence;
<b>“Market Registration Arrangements”</b>	means the Market Registration Framework Agreement and this Code, taken together;
<b>“Market Registration Framework Agreement”</b>	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;
<b>“MEPCT”</b>	means the Market Entry Process Co-ordination Team established in accordance with paragraph 10.1 of this Code;
<b>“Meter Point Data Processing”</b>	means the processing of data from Meter Points as described in paragraph 14.1;
<b>“Meter Point”</b>	means (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 (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;
<b>“Meter Registration Date”</b>	means the date on which the new arrangements relating to registration of Meter Points will come into effect, as notified by NIE after obtaining the approval of the Authority;
<b>“Metering Equipment”</b>	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 the Transmission Use of System Agreement and Schedule 7 of the Electricity Order;
<b>“MG NI 106”</b>	means Market Guide MG NI 106 UoS Billing;
<b>“MG NI 111”</b>	means Market Guide MG NI 111 Customer Interfaces;
<b>“MG NI 114”</b>	means Market Guide MG NI 114 Unmetered Inventory and Consumption;
<b>“MP NI 001”</b>	means Retail Market Procedure MP NI 001 Market Entry Process;
<b>“MP NI 002”</b>	means Retail Market Procedure MP NI 002 Re-Certification;
<b>“MP NI 003”</b>	means Retail Market Procedure MP NI 003 Removal of Certification;

<b>“MP NI 005”</b>	means Retail Market Procedure MP NI 005 MEP Dispensations;
<b>“MP NI 006”</b>	means Retail Market Procedure MP NI 006 MEP Disputes and Appeals;
<b>“MP NI 101”</b>	means Retail Market Procedure MP NI 101 New Connection Registration;
<b>“MP NI 102”</b>	means Retail Market Procedure MP NI 102 Change of Supplier – Credit Metered;
<b>“MP NI 103”</b>	means Retail Market Procedure MP NI 103 Fieldwork;
<b>“MP NI 104”</b>	means Retail Market Procedure MP NI 104 NHH Readings Processing;
<b>“MP NI 105”</b>	means Retail Market Procedure MP NI 105 HH Data Processing;
<b>“MP NI 107”</b>	means Retail Market Procedure MP NI 107 Data Aggregation;
<b>“MP NI 108”</b>	means Retail Market Procedure MP NI 108 Maintain Meter Point Data;
<b>“MP NI 109”</b>	means Retail Market Procedure MP NI 109 Generator Nominations;
<b>“MP NI 110”</b>	means Retail Market Procedure MP NI 110 Market Messaging;
<b>“MP NI 112”</b>	means Retail Market Procedure MP NI 112 Change of Supplier – Keypad Metered;
<b>“MP NI 113”</b>	means Retail Market Procedure MP NI 113 Unmetered Registrations;
<b>“MP NI 115”</b>	means Retail Market Procedure MP NI 115 Code of Practice on Domestic Customers in Debt;
<b>“MPRN”</b>	means the unique number allocated by NIE to a Meter Point for identification purposes;
<b>“MRC Change Procedures”</b>	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;
<b>“MRC Commencement Date”</b>	means the date which the Authority designates as being the commencement date for the Market Registration Arrangements;
<b>“NIE Distribution System”</b>	has the meaning given to “distribution system” in the NIE Licence;
<b>“NIE System”</b>	has the meaning given to “total system” in the NIE Licence;
<b>“NIE Licence”</b>	means the licence to participate in the transmission of electricity



	granted to NIE under the Electricity Order;
<b>“NIE Transmission System”</b>	has the meaning given to “transmission system” in the NIE Licence;
<b>“NIE”</b>	means Northern Ireland Electricity plc in its capacity as the owner of the NIE Transmission System and of the NIE Distribution System;
<b>“Orders”</b>	means the Electricity Order and the Energy Order;
<b>“Original Parties”</b>	means NIE and the Suppliers listed in the Appendix to the Market Registration Framework Agreement;
<b>“Originator”</b>	means in relation to a Query, Issue or Code Change Proposal, the Participant who raised it;
<b>“Participant”</b>	means a Supplier or NIE, as the case may be;
<b>“Permitted Exception”</b>	means disclosure of any information which is: <ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) 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;</li> <li>(c) 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;</li> <li>(d) (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;</li> <li>(e) 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;</li> <li>(f) furnished to banks, financiers or insurers or their respective consultants and advisers, provided that the recipient agrees to keep such information confidential</li> </ul>

on terms no less onerous than those set out in section 30; and

- (g) furnished to the Authority, the Department of Enterprise, Trade and Investment, or the Secretary of State for Trade and Industry or their respective agents to enable the Authority, the Department and/or the Secretary of State to monitor developments concerning the generation of electricity from non-fossil sources;

<b>“Personal Data”</b>	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;
<b>“Planning Standard”</b>	means the standard for the planning, development, operation and maintenance of the NIE System applicable to NIE under the NIE Licence;
<b>“PPB”</b>	has the meaning given to “Power Procurement Business” in the NIE Licence;
<b>“Process/Processing”</b>	has the meaning given to “process” and “processing” in the Data Protection Act 1998;
<b>“Query”</b>	means a query from a Participant to the Central Design Authority about a component or process of the Code Procedures;
<b>“Re-Certification”</b>	means the process of having an existing Certification revalidated as described in MP NI 002 and “Re-Certified” shall be construed accordingly;
<b>“Registration”</b>	means the process by which a Supplier that is Certified registers a Meter Point as described in MP NI 101 and MP NI 102;
<b>“Retail Market Procedure”</b>	means each of MP NI 001, MP NI 002, MP NI 003, MP NI 005, MP NI 006 and MP NI 101 to AP NI 105a and MP NI 107 to MP NI 115 (but for the avoidance of doubt, excludes the Market Guides);
<b>“SEM Go-Live”</b>	means the time and date designated as such by the Authority (with the consent of the Department) for the purpose of licences granted under the Electricity (Northern Ireland) Order 1992, being the commencement date for a number of matters including the Single Electricity Market;
<b>“Single Electricity Market”</b>	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;
<b>“Settlement”</b>	means settlement under the Trading and Settlement Code, and the collection of levies, charges and fees generally applicable to participants or classes of participants in the Single Electricity

	Market;
<b>“Statement of Distribution Use of System Charges”</b>	means NIE’s “Statement of Charges for Use of the Northern Ireland Electricity plc Electricity Distribution System by Authorised Persons” as amended from time to time;
<b>“Supplier”</b>	means the holder of, or applicant for, a Supply Licence that is a party to the Market Registration Framework Agreement;
<b>“Supply Licence”</b>	means a supply licence granted under Article 10(1)(c) or 10(2), 11 or 13 of the Electricity Order;
<b>“Support Charges”</b>	means charges for support provided to a Supplier in relation to the Electricity Market Messaging Application, as described in section 21 (Support services);
<b>“TCC”</b>	means the body established in accordance with paragraph 10.1 of this Code;
<b>“Test Coordinator”</b>	means the person appointed to such role by NIE;
<b>“Trading and Settlement Code”</b>	means the Trading and Settlement Code for the Single Electricity Market;
<b>“Transmission System Operator Licence”</b>	means the licence to participate in the transmission of electricity granted to the Transmission System Operator;
<b>“Transmission System Operator”</b>	means SONI Limited, the transmission system operator in Northern Ireland;
<b>“Transmission Use of System Agreement”</b>	means an agreement between the Transmission System Operator and a Supplier setting out the terms for transmission use of system;
<b>“VAT”</b>	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” or “section” is a reference to a paragraph or section 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 section 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 Authority 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 Authority.

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 section 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:**

## **APPENDIX**

### **Original Parties to the Market Registration Framework Agreement**



## **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 and other documents**

### **1. Code Procedures**

<b>Retail Market Procedure</b>	<b>Title</b>
MP NI 001	Market Entry Process
MP NI 002	MEP Re-certification
MP NI 003	MEP Removal of Certification
MP NI 005	MEP Dispensations
MP NI 006	MEP Disputes and Appeals
MP NI 101	New Connection Registration
MP NI 102	Change of Supplier – Credit Metered
AP NI 102a	Change of Supplier Reading Disputes
MP NI 103	Fieldwork
MP NI 104	NHH Readings Processing
MP NI 105	HH Data Processing
AP NI 105a	Validation, Estimation and Substitution Rules for Half-Hourly Data
MP NI 107	Data Aggregation NI Aggregation Files Business Specification
MP NI 108	Maintain Meter Point Data
MP NI 109	Generator Nominations
MP NI 110	Market Messaging
MP NI 112	Change of Supplier – Keypad Meter
MP NI 113	Unmetered Registrations
MP NI 115	Code of Practice on Domestic Customers in Debt

### **Business Specifications**

NI Market Messages Business Specification –  
Meter Point Registration

NI Market Messages Business Specification –  
Data Processing and Fieldwork

NI Market Messages Business Specification –  
Common Data Segments

## **2. Market Documents**

The following documents are used in connection with the Code Procedures and do not form part of the Code.

### **Market Document**

Entry Process Ability Testing Approach and Plan

Market Entry Application

Self Assessment Certification Return (SACR)

MEPCT Re-Certification Application

MEPCT Dispensation Application

Annual Reassurance Statement

MEPCT Market Procedure Glossary

## **3. Market Guides**

The following documents are published by NIE for information purposes only and do not form part of the Code.

### **Market Guide**

Market Entry Process Guide

Market Guide MG NI 106 UoS Billing

Market Guide MG NI 111 Customer Interfaces

Market Guide MG NI 114 Unmetered Inventory and Consumption

NI Use of System Billing Files Business Specification

NI Business Specification – Data Codes

MPRN Website User Documentation

Central Design Authority Overview (document closure)

## **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, Issues and Code Change Proposals and how those Queries, Issues and Code Change Proposals are resolved or escalated.
- 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 section 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 Issue management process in section 3 of these procedures should be used for any problem or concern with a component or process of the Code Procedures that requires consideration by the Central Design Authority Board (referred to in these procedures as the “CDA Board”) with a view to proposing a change to the Code.
  - 1.2.3 The Code Change Proposal management process in section 4 of these procedures should be used for any proposal from a Participant for a change to any Code Procedure.
  - 1.2.4 Code Change Proposals must be consistent with the objectives of the Market Registration Arrangements as set out in the NIE Licence.
  - 1.2.5 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, Issues and Code Change Proposals. This is known as the Change Management System. The Central Design Authority will provide, if requested, reports from the Change Management System about Queries, Issues and Code Change Proposals to Participants, the Authority, the Transmission System Operator and to the 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 to the Central Design Authority or the CDA Board 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) 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 Issue Form;

1.7.3 Code Change Proposal; and

1.7.4 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.

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.

### ***Prioritisation and allocation***

2.5 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. 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.

2.6 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***

- 2.7 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

- 2.8 The person assigned to respond to a Query will submit its response to the Central Design Authority on a Query Resolution Form. The response may either provide a resolution to the Query or recommend that the Originator raise an Issue.
- 2.9 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. Issue Management Procedure**

#### ***Submission of Issue Form***

- 3.1 A Participant may raise an Issue at any time by submitting an Issue Form.
- 3.2 Within five Business Days of receipt of an Issue Form, the Central Design Authority will review the Issue Form to ensure that it is complete and does not contain any obvious inaccuracies and to check that the subject matter of the Issue Form is an Issue and not a Query.
- 3.3 The Central Design Authority may reject an Issue Form that does not comply with the requirements in paragraph 3.2 of these procedures. An Issue Form that has been rejected will be returned to the Originator. The Originator may re-submit a new Issue Form after completion or correction.
- 3.4 The Central Design Authority is not required to investigate any matter contained in an Issue Form to resolve any incompleteness or inaccuracy.
- 3.5 Within five Business Days of receipt of an Issue Form that has not been rejected, the Central Design Authority will record the details of the Issue raised in the Issue Form on the Change Management System and assign a unique reference number to the Issue.

#### ***Consideration of Issues***

- 3.6 The Central Design Authority will review each Issue Form to determine whether further information is required from the Originator and may request the Originator to provide the further information. The Central Design Authority is not required to take any further steps in relation to the Issue Form until that further information has been provided.

- 3.7 The Central Design Authority will submit for discussion in the forthcoming meeting of the CDA Board each Issue recorded in the Change Management System ten or more Business Days prior to the meeting and that is not the subject of an outstanding request for further information under paragraph 3.6 of these procedures. The Central Design Authority may include a proposed Issues Resolution Form for consideration by the CDA Board.
- 3.8 At its meeting, the CDA Board will consider and discuss the Issues submitted by the Central Design Authority. The CDA Board will make one of the following decisions in relation to each Issue:
- (a) decide by consensus to defer the Issue for consideration at its next meeting;
  - (b) decide by consensus that the Issue merits further consideration and assign the Issue to the Central Design Authority or a Code Participant for preparation of a response;
  - (c) decide by consensus to resolve the Issue by sending an Issue Resolution Form to the Originator containing either the CDA Board's resolution of the Issue of recommending that the Originator raise a Code Change Proposal;
  - (d) decide by consensus that the Issue does not merit further consideration;
  - (e) where it is unable to reach consensus in relation to the Issue, refer the Issue to the Authority for a decision about whether the Issue merits further consideration, and identifying who the CDA Board would wish to assign the Issue to for preparation of a response; or
  - (f) by consensus, such other decision as the CDA Board considers appropriate in relation to the Issue,

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

- 3.9 The Central Design Authority will promptly notify the CDA Board and all Participants when a decision is received from the Authority in relation to an Issue referred to the Authority under paragraph 3.8(e) of these procedures and record the decision on the Change Management System.

***Resolution of Issue (other than by CDA Board)***

- 3.10 If the CDA Board or the Authority decides that a Code Change Proposal is required to address an Issue, then the Central Design Authority will request the Originator to submit a Code Change Proposal.
- 3.11 Where the CDA Board or the Authority decides that an Issue merits further consideration, the Participant assigned to respond to the Issue shall do so within a reasonable time of the Issue being assigned.
- 3.12 The Participant assigned to respond to an Issue will submit a response to the Central Design Authority on an Issue Resolution Form. The response may either provide a resolution to the Issue or recommend that the Originator raise a Code Change Proposal.



## **4. Change Control Procedure**

### ***Submission of Code Change Proposal***

- 4.1 A Participant may request a change to a Code Procedure at any time by submitting a Code Change Proposal. The Code Change Proposal must:
- (a) include a detailed description of the proposed change with supporting documentation where necessary;
  - (b) include a detailed description of the anticipated benefits resulting from the proposed change and the implications of not implementing the proposed change;
  - (c) identify the aspect of the Code Procedures to which the proposed change relates; and
  - (d) identify all aspects of the Code and Code Procedures that would or might be affected by the proposed change.
- 4.2 Within five Business Days of receipt of a Code Change Proposal, the Central Design Authority will review the Code Change Proposal to ensure that:
- (a) it is complete and does not contain any obvious inaccuracies;
  - (b) the Code Change Proposal is consistent with the objectives for the Code as set out in the NIE Licence;
  - (c) the change proposed in the Code Change Proposal involves only a change to the Code Procedures and does not also involve a change to the rest of the Code.
- 4.3 The Central Design Authority may reject a Code Change Proposal that does not comply with the requirements in paragraph 4.2 of these procedures. A Code Change Proposal that has been rejected will be returned to the Originator. The Originator may re-submit a new Code Change Proposal after completion or correction.
- 4.4 The Central Design Authority is not required to investigate any matter contained in a Code Change Proposal to resolve any incompleteness or inaccuracy.
- 4.5 Within five Business Days of receipt of a Code Change Proposal that has not been rejected, the Central Design Authority will record the details of the Code Change Proposal in the Change Management System and assign a unique reference number to the Code Change Proposal.

### ***Consideration of Code Change Proposals***

- 4.6 The Central Design Authority will review each Code Change Proposal 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 Code Change Proposal until that further information has been provided.
- 4.7 The Central Design Authority will submit for discussion in the forthcoming meeting of the CDA Board each Code Change Proposal 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 4.6 of these procedures.

4.8 At its meeting, the CDA Board will consider and discuss the Code Change Proposals submitted by the Central Design Authority. The CDA Board will make one of the following decisions in relation to each Code Change Proposal:

- (a) decide by consensus to defer the Code Change Proposal for consideration at its next meeting;
- (b) decide by consensus that the Code Change Proposal merits further consideration;
- (c) decide by consensus that the Code Change Proposal does not merit further consideration; or
- (d) where it is unable to reach consensus in relation to the Code Change Proposal, refer the Code Change Proposal to the Authority for a decision about whether the Code Change Proposal merits further consideration; or
- (e) by consensus, such other decision as the CDA Board considers appropriate in relation to the Code Change Proposal,

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

4.9 The Central Design Authority will promptly notify the CDA Board and all Participants when a decision is received from the Authority about a Code Change Proposal referred to the Authority under paragraph 4.8(d) of these procedures and record the decision on the Change Management System.

***Impact assessment***

4.10 Where the CDA Board or the Authority (as the case may be) decides that a Code Change Proposal merits further consideration, the Central Design Authority will prepare and circulate to Participants an Impact Assessment Form requesting details of the effect of the Code Change Proposal on the Participant's business from a technical, business, financial and operational perspective and specifying a due date for return of the completed form.

4.11 A Participant who wishes to have its views taken into account in relation to a Code Change Proposal 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.

4.12 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.

4.13 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 Code Change Proposal. 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 Code Change Proposal.

***CDA Board meeting***

4.14 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 Code Change Proposal for which it has received an impact assessment report. The CDA Board will make one of the following decisions in relation to each Code Change Proposal:

- (a) decide by consensus to defer the Code Change Proposal for consideration at its next meeting;
- (b) decide by consensus to request the Central Design Authority to procure further consideration in relation to the Code Change Proposal;
- (c) decide by consensus that the Code Change Proposal should be implemented (either as proposed or in a modified form) and request the Central Design Authority to prepare a Code Change Report (as described in paragraph 4.16 of these procedures) and to request approval from the Authority under paragraph 25.7 of the Code;
- (d) decide by consensus that the Code Change Proposal should not be implemented;
- (e) where it is unable to reach consensus, refer the Code Change Proposal to the Authority for a decision; or
- (f) by consensus, such other decision as the CDA Board considers appropriate in relation to the Code Change Proposal,

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 Code Change Proposal***

4.15 The Central Design Authority will promptly notify the CDA Board and all Participants when a decision is received from the Authority in relation to a Code Change Proposal referred to the Authority for decision under paragraph 4.14(e) of these procedures or paragraph 25.7 of the Code and will record the decision on the Change Management System.

4.16 Where the CDA Board or the Authority (as the case may be) decides that a Code Change Proposal should be implemented (either as proposed or in a modified form), the Central Design Authority will prepare a Change Report including an implementation plan for the Code Change Proposal setting out:

- (a) the steps to be taken in order to implement the Code Change Proposal, and who is responsible for taking each of those steps; and
- (b) the timetable for implementation.

- 4.17 If the Authority approves the Code Change Proposal following submission to it of the Change Report under paragraph 25.7 of the Code, the Central Design Authority will co-ordinate the implementation of the Code Change Proposal 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**

These are the CDA Board Procedures that apply from the MRC Commencement Date. They may be amended by the CDA Board under paragraph 22.6 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 Non-Board Members**

- 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 (a) and (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, 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, and may invite any person attending the meeting to speak at the meeting. Any person invited to attend or speak 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 Authority 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 Authority 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 paragraphs 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 4.11 of the Code; and
- (d) information identified by a Participant as being commercially sensitive;

5.1.2 the term “Board Member” includes any alternates.

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.