



# Explicit Day Ahead and Intraday Nomination Rules for ElecLink

Issue 1.0

**TITLE 1**  
**General provisions**

**Article 1**  
**Subject matter and scope**

1. The rules set out:
  - a. the terms for use of day ahead capacity allocated under the day ahead Shadow Allocation Rules; and
  - b. the terms for use of intraday capacity allocated under the Intraday Allocation Rules.

**Article 2**  
**Definitions and interpretation**

1. Capitalised terms used in these Explicit Day Ahead and Intraday Nomination Rules (“**Nomination Rules**”) shall have the meaning given to them in either Article 2 of Regulation (EC) 714/2009, Article 2 of Directive 2009/72/EC, Article 2 of Regulation (EC) 2013/543, Article 2 of Regulation (EC) 2015/1222, Article 2 of Regulation (EU) 2016/1719 or in the applicable Allocation Rules as the case may be.

Allocation Rules	means the Shadow Allocation Rules and/or the Intraday Allocations Rules, as the case may be.
Amendment Notice	means the notification and any associated documents issued by EleLink pursuant to Article 10, provided to the Registered Participants and which notify Registered Participants of EleLink’s amendment(s) to the Nomination Rules.
Balancing and Settlement Code	means the code of that name established under the licence granted by the Secretary of State to NGESO under Section 6(1)(b) of the Electricity Act 1989 permitting, inter alia, the transmission of electricity in England and Wales.
Business Rules	means the rules for day to day use of Interconnector capacity as set out in Annex no. 1 to these Nomination Rules.
Contract Day	in relation to a Contract Day D, means a period of 24 hours commencing at 00:00 hours on day D.
Connection and Use of System Code	means the code of that name established under the licence granted by the Secretary of State to NGESO under Section 6(1)(b) of the Electricity Act 1989 permitting, inter alia, the transmission of electricity in England and Wales.
Deemed Metered Volumes	for each Settlement Period, the Deemed Metered Volume of each PTR Holder for a direction is equal to the maximum between 0 and the net of the long-term and where applicable daily and intraday Mid-Interconnector Nominations (as amended by any curtailment) of that PTR Holder for that Settlement Period integrated over the

	Settlement Period.
Eleclink	means Eleclink Limited, a company registered in England and Wales with registration number 07595420.
Eleclink Interconnector Licence	means the electricity interconnector licence granted to Eleclink under section 6(1)(e) of the Electricity Act 1989.
Energy Transmission	means the transmission of electricity across the Interconnector.
Exemption Decision	means the decision, by the Commission de regulation de l'énergie of France and Office of Gas and Electricity Markets of Great Britain to exempt Eleclink under Article 17 of the Electricity Regulation (EC) No 714/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchanges in electricity and repealing Regulation (EC) No 1228/2003.
Information System Rules	means the rules related to the technical use of the Nomination Platform as referred to in the Nomination Participation Agreement and published on the website of Eleclink.
Interconnector	means the Eleclink interconnector, a 1 000 MW high-voltage direct current electricity interconnector between France and Great Britain which passes through the Channel Tunnel.
Intraday Allocation Rules	means the Allocation Rules for intraday capacity allocation on Eleclink Interconnector and published on its website.
Loss Factor	shall have the meaning given to it in Annex no. 1.
Mid-Interconnector	means the point on the Interconnector on which the losses between this point and either end of the Interconnector (Sellindge in England and Peuplingues in France) are symmetrical.
Mid-Interconnector Nomination	shall have the meaning given to that term in Article 5(4).
NGESO	means National Grid Electricity System Operator Limited, a company incorporated in England and Wales with company number 11014226.

Nominate	means, in relation to a PTR Holder, the action to submit a Mid-Interconnector Nomination to the Nomination Platform, and “Nomination” shall have corresponding meaning.
Nomination Gate	means the relevant time period in which a PTR Holder is able to Nominate its explicit day ahead and intraday PTRs, timings of which are defined within Article 6 of these Nomination Rules.
Nomination Participation Agreement	means the binding agreement, between a market participant and ElecLink, which incorporates the nomination rules (collectively includes the long-term nomination rules and the Explicit Day Ahead and Intraday Nomination Rules), the Information System Rules and all other aspects of the Nomination Platform.
Nomination Platform	means the relevant system used by PTR Holders to Nominate PTRs on the Interconnector.
PTR	means a physical transmission right which is a right entitling the PTR Holder to physically transfer a certain volume of electricity in a certain period time on the Interconnector in a specific direction.
PTR Holder	means a Registered Participant which has been allocated explicit day ahead and/or intraday PTRs under the Allocation Rules.
Registered Participant	means a market participant which has entered into a Nomination Participation Agreement.
RTE Settlement Arrangements	means the arrangements established or to be established under or in accordance with Article 15 of the French Law no. 2000-108 of 10 February 2000 relating to the modernisation and development of public electricity services (including operational planning, system services and payments to and from users of the transmission system of Réseau de Transport d’Electricité).
Settlement Period	means the time unit for which a balance responsible party imbalance is calculated, in each respective imbalance area.
Shadow Allocation Rules	means the JAO Shadow Allocation Rules for day ahead explicit fall-back allocation.
Use of System Interconnector Agreement	means an agreement between NGESO and a PTR Holder in the form agreed by NGESO setting out the terms on which the PTR Holder may use the GB transmission system in relation to Energy Transmission.
Working Day	means a day other than a Saturday or Sunday on which banks are open for domestic business in England.

## 2. Interpretation

In these Nomination Rules (including its Annex) unless the context requires otherwise:

- a. the singular indicates the plural and vice versa;
- b. references to one gender include all other genders;
- c. the headings and examples are inserted for convenience only and do not affect the interpretation of these Nomination Rules;
- d. the word “including” and its variations are to be construed without limitation;
- e. 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;
- 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 an “Article” is a reference to an article contained in the Nomination Rules and any reference to an "Annex" is a reference to an annex to the Nomination Rules;
- h. any reference to time is a reference to CET/CEST time unless otherwise specified; and
- i. where the Nomination Platform is required to publish any information under these Nomination Rules, it may do so by making the information or data available on its website.

## **TITLE 2**

### **Nomination Rules**

#### **Article 3**

##### **Entitlement of a PTR Holder to Nominate electricity exchange schedules**

1. In order to Nominate PTRs on the Interconnector, a PTR Holder must have a signed and completed Nomination Participation Agreement along with evidence of the following:
  - a. its accession to a Use of System Interconnector Agreement with NGESO and the Framework Agreement defined in and established under the Connection and Use of System Code;
  - b. its accession to the Framework Agreement as defined in the Balancing and Settlement Code together with full details of the Production and Consumption Interconnector BM Units registered to the PTR Holder under the Balancing and Settlement Code; and
  - c. its entry into an Accord de Participation with Réseau de Transport d'Electricité (“RTE”).

## **Article 4**

### **Minimum technical requirements to Nominate**

1. PTR Holders must comply at all times with the Information System Rules as published by ElecLink on its website.
2. The Nomination Platform is a web-based application, therefore the minimum technical requirement for a PTR Holder to Nominate is to have internet access.

## **Article 5**

### **Description of the Nomination process**

1. PTR Holders are entitled to Nominate PTRs acquired pursuant to the Shadow Allocation Rules and/or Intraday Allocation Rules. Such Nominations shall be issued at Mid-Interconnector and on a per direction and per Market Time Unit basis. The Nominations are subject to the terms and conditions of these Nomination Rules and as specified in the relevant Allocation Rules (including curtailment).
2. PTR Holders must comply with the Business Rules applicable to the Interconnector as set out in Annex no. 1 and all Nominations shall be subject to such Business Rules. In the event of any conflict between the Business Rules and the main body of these Nomination Rules, the Business Rules shall prevail.
3. PTR Holder will only be entitled to Nominate explicit day ahead and/or intraday PTRs allocated under the Shadow Allocation Rules and/or Intraday Allocation Rules for the Interconnector to the extent provided for under these Nomination Rules.
4. For each hour in a Contract Day for which a Rights Document has been issued by the Allocation Platform, each PTR Holder may Nominate the PTR to the Nomination Platform at Mid-Interconnector up to but not exceeding the amount set out in the Rights Document in the relevant direction for that hour ("**Mid-Interconnector Nomination**").
5. For the avoidance of doubt, the Nomination Platform will reject a Nomination in its entirety for the Contract Day where the corresponding Mid-Interconnector Nomination(s) in one or more hours exceed(s) the PTR Holder's rights set out in the applicable Rights Document(s).
6. The Mid-Interconnector Nomination for each hour in the Contract Day must be expressed in whole MW, with a single value, greater than or equal to zero, for each hour.
7. Mid-Interconnector Nominations shall not be subject to any modification by the PTR Holder after the Nomination Gate.
8. In the absence of a Nomination by a PTR Holder in a direction, the corresponding Mid-Interconnector Nominations are assumed to be equal to zero.

## **Article 6**

### **Nomination timings**

1. PTR Holders must submit explicit day ahead and/or intraday Mid-Interconnector Nomination in accordance with the Business Rules. PTR Holders must Nominate their Mid-Interconnector Nomination no later than the relevant Nomination Gate for all relevant hours as referred in the corresponding Rights Document. The timescales for submitting Nominations are contained in Annex no. 1.

2. Under exceptional circumstances Registered Participants will be informed of new timings where these situations arise at the earliest opportunity.

## **Article 7**

### **Format of Nomination and communication**

1. Each PTR Holder must notify its Nominations electronically to the Nomination Platform. The Nomination Platform supports at least two ways of communication of Nominations:
  - a. Web form interface;
  - b. Web services communication.
2. Nominations shall be submitted in the formats specified by Eleclink in the Information System Rules and pursuant to any other technical recommendations provided via the Nomination Platform to the Registered Participants.
3. The Nomination Platform will acknowledge receipt of each Mid-Interconnector Nomination to the relevant PTR Holder by a message indicating that the Nomination has been correctly registered.
4. Only Nominations confirmed via the Nomination Platform (or by Eleclink pursuant to Article 7(5)) as correctly registered shall be valid.
5. In the event of a problem of communication between a PTR Holder and the Nomination Platform, the PTR Holder may contact the single point of contact of Eleclink to request, in respect of Nominations periods for which Nomination Gate closure has not occurred, the possibility to send applicable Mid-Interconnector Nominations by email or fax to Eleclink.

## **TITLE 3**

### **Miscellaneous**

## **Article 8**

### **Effective date and application**

The Nomination Rules described in this document shall apply at the latest from the issuance of the first Rights Documents by the Joint Allocation Office S.A.. The date on which the Nomination Rules shall become operational shall be published by Eleclink on its website at least one month in advance.

## **Article 9**

### **Additional Nomination information**

1. Cancellation of a Nomination Gate:
  - a. In the event of technical difficulties with the Nomination Platform, a Nomination Gate may have to be cancelled.
  - b. Should the Nomination Platform cancel a daily Nomination Gate, the PTR Holder's capacity rights set out in the Rights Document will be compensated at the price of the units corresponding to such rights.
  - c. Should the Nomination Platform cancel an intraday Nomination Gate, the PTR Holder's capacity rights set out in the Rights Document will be compensated at the price of the units corresponding to such rights. For the avoidance of doubt, where the capacity right can be nominated during several Nomination Gates, such compensation shall

only be considered if the last Nomination Gate where that capacity right could have been nominated is cancelled.

- d. Notwithstanding the above paragraph (c) of this Article 9(1), where the cancellation of an intraday Nomination Gate is due to a national time change notified to the Registered Participants three (3) days in advance by the Nomination Platform, the PTR Holder's capacity rights will not be compensated.

2. Treatment of Nominations following curtailment:

- a. In case of curtailment due to an emergency situation or Force Majeure ahead of the intraday Nomination Gate closure, the Nominations will be updated and the following will apply:
  - i. Where a PTR Holder has already issued a Nomination above the curtailed position, the Nomination Platform will automatically reduce the Nomination in line with the curtailed position and inform the PTR Holder of such reduction.
  - ii. Where a PTR Holder has not issued a Nomination above the curtailed position, then the original Nomination will be retained.
  - iii. Where a PTR Holder has not issued a Nomination and in the case of Nomination after curtailment, then the normal Nomination process shall apply.
- b. In case of curtailment due to an emergency situation or Force Majeure after the intraday Nomination Gate closure, the Nominations submitted by the PTR Holders may be curtailed in accordance with the procedure described in the Shadow Allocation Rules and/or Intraday Allocation Rules, as the case may be.

3. Default Nominations:

- a. Default Nominations can be activated by a PTR Holder for day ahead and/or intraday Nominations. Where a default Nomination is activated, all relevant Mid-Interconnector Nominations will be automatically generated at the value set out in the Rights Document for each hour of that Contract Day.
- b. The registered default Nomination is considered as a schedule of Mid-Interconnector Nomination submitted by a PTR Holder at the opening of the Nomination Gate for Nomination. This Mid-Interconnector Nomination is considered as valid once confirmed as such by the Nomination Platform (or by ElecLink in accordance with Article 7(5)).
- c. A PTR Holder may modify the Mid-Interconnector Nomination resulting from the default Nomination within the Nomination Gate in accordance with the normal Nomination process.
- d. A PTR Holder may deactivate its default Nomination on the Nomination Platform at any time and independently for daily and intraday Nominations. Where such deactivation is received by the Nomination Platform after the opening of the relevant Nomination Gate but before the closure of such Nomination Gate, any existing valid Mid-Interconnector Nomination resulting from a default Nomination remains unchanged.

4. Deemed Metered Volumes:

- a. When a PTR Holder submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the Interconnector and for any reductions in Mid-



Interconnector Nominations as a result of curtailment pursuant to the Allocation Rules, is allocated to the relevant PTR Holder using the allocation rules set out in the Business Rules.

## **Article 10**

### **Rules approval and amendment**

1. The Nominations Rules are approved by the National Regulatory Authorities.
2. Any amendment to the present Nomination Rules shall be approved by the National Regulatory Authorities. The amendment process shall be carried out in accordance with the ElecLink Interconnector Licence.
3. Any amendment to the Nomination Rules will apply automatically to the Nomination Participation Agreement in force between ElecLink and each Registered Participant, without the need for the Registered Participant to sign any acknowledgement or acceptance of the amendment or the Amendment Notice or the amended Nomination Rules.

## **Article 11**

### **Liability**

1. ElecLink and each Registered Participant is solely and individually responsible for the fulfilment of any obligation they undertake or are subject to and which arises from or is in connection with the Nomination Rules and the Nomination Participation Agreement.
2. Subject to any other provisions of the Nomination Rules, ElecLink and each Registered Participant shall only be liable for damages caused by:
  - a. fraud, fraudulent misrepresentation, gross negligence or wilful misconduct; or
  - b. death or personal injury arising from that person's negligence or the negligence of its officers, employees or agents. ElecLink and each Registered Participant shall indemnify and keep indemnified the other and their respective officers, employees or agents, from and against all such and any loss or liability (including legal costs) which the person having the benefit of the indemnity may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the person giving the indemnity or any of its officers, employees, agents or subcontractors.
3. Subject to paragraphs 2, 4 and 9 of Article 11, neither ElecLink nor a Registered Participant nor any of their respective officers, employees or agents shall in any circumstances whatsoever be liable to any other of them for:
  - a. any loss of profits; or
  - b. any loss of revenue; or
  - c. any loss of use; or
  - d. any loss of contract; or
  - e. any loss of goodwill; or
  - f. any indirect loss; or
  - g. any consequential loss; or
  - h. any loss resulting from the liability of ElecLink or a Registered Participant (as the case may be) to any other person (including another Registered Participant) howsoever

and whensoever arising save as provided under paragraph 2 of this Article.

4. A Registered Participant shall indemnify and keep indemnified ElecLink and its officers, employees and agents from and against any and all loss or liability (including legal costs) related to a damage that it has caused, which (i) any of them may suffer or (ii) incur by reason of any claim by any third party on account of any and all loss (whether direct or indirect) suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with the Nomination Rules and the PTR Holder's use of the Nomination Platform.
5. ElecLink and each PTR Holder acknowledges and agrees that it holds the benefit of paragraphs 1, 2, 3 and 4 of this Article 11 for itself and as trustee and agent for its officers, employees and agents.
4. The PTR Holder shall be solely responsible for its participation in Nominations including but not limited to the following cases:
  - a. the timely submission of Nominations by the PTR Holder;
  - b. technical failure of the information system on the side of the PTR Holder preventing the communication via the channels foreseen in accordance with the Nomination Rules.
5. PTR Holders shall not be entitled to compensation for breach of the Nomination Rules other than the remuneration described in Article 9(1) of the Nomination Rules and for damages relating to those causes set out in paragraph 2 above.
6. In addition to paragraph 4 of this Article 11, the Registered Participant shall be liable to ElecLink with respect to any sanctions, penalties, or charges that may be imposed by financial authorities on ElecLink for incorrect tax treatment due to wrong or incomplete information provided by the Registered Participant.
7. For the avoidance of doubt, nothing in this Article 11 prevents or restricts either ElecLink or a Registered Participant from enforcing any obligation (including suing for a debt) owed to it under or pursuant to these Nomination Rules.
8. This Article 11 survives the termination of the Registered Participant's Nomination Participation Agreement.

## **Article 12**

### **Dispute resolution**

1. Without prejudice to paragraphs 6 and 7 of this Article 12, where there is a difference of opinion or other dispute under or in relation to these Nomination Rules and/or a Nomination Participation Agreement (including any non-contractual obligations arising out of or in connection with them), ElecLink and the Registered Participant ("**Disputing Parties**") shall first seek amicable settlement through mutual consultation pursuant to paragraph 2 below. For this purpose, the party raising the dispute shall send a notification to the other party indicating:
  - a. the existence of a Nomination Participation Agreement between the Disputing Parties;
  - b. the reason for the dispute; and
  - c. a proposal for a future meeting, physical or not, with a view to settle the dispute amicably.
2. The Disputing Parties shall meet within twenty (20) Working Days after the matter has been referred to them and seek to resolve the dispute. If no agreement is reached or no response received within a period of thirty (30) Working Days from the date of the aforementioned

notification, either party may refer the matter to the senior management of the Disputing Parties to resolve the dispute pursuant to paragraph 3.

3. A senior representative of each of ElecLink and the Registered Participant with authority to resolve the dispute shall meet within twenty (20) Working Days of a request to meet and seek to resolve the dispute. If the representatives are unable to resolve the dispute within twenty (20) Working Days of the meeting or such longer time as may be agreed in writing by the Disputing Parties, then the dispute shall be determined by arbitration in accordance with paragraph 4.
4. Where a dispute is to be referred to arbitration under paragraph 3, either ElecLink or the Registered Participant may give notice to the other stating the nature of the dispute and referring the dispute to arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC). The arbitration shall be conducted before one (1) arbitrator to be nominated upon agreement of the Disputing Parties unless a party requests the appointment of three (3) arbitrators. In case of one (1) arbitrator, the Disputing Parties shall agree on the nomination of the arbitrator within two (2) months after the notice was given by the party referring the dispute to arbitration. If no agreement can be found, the arbitrator shall be appointed by the ICC Court. In case of three (3) arbitrators the claimant shall nominate one (1) arbitrator and the respondent shall nominate one (1) arbitrator. The arbitrators nominated by each party shall then nominate the chairman of the arbitral tribunal within three (3) Working Days from the confirmation of the appointment of the second arbitrator by the respondent. If the arbitrators nominated by each party cannot agree on the appointment of the chairman, the chairman shall be appointed by the ICC Court. The arbitration shall take place in ElecLink's premises or such other premises as may be notified in writing by ElecLink to the other party (unless otherwise defined in the Nomination Participation Agreement) and in accordance with the governing law of these Nomination Rules while the language of the arbitration proceedings shall be English. The arbitrators shall decide in law and not as *amiables compositeurs*<sup>1</sup>. The arbitration will be a first hearing and the arbitrators shall hear arguments and evidence. The emergency arbitrator provisions according to the Rules of Arbitration of the Chamber of Commerce shall not apply but the interim or injunctive relief measures under the governing law shall apply.
5. Arbitration awards shall be final and binding on the Disputing Parties as from the date that they are made. Each of ElecLink and the Registered Participant shall carry out any award of an arbitration relating to any dispute without delay and each waive their right to any form of appeal or recourse to a court of law or other judicial authority, in so far as such waiver may validly be made.
6. Notwithstanding paragraphs 3 and 4 of this Article 12, the Disputing Parties may jointly agree to apply court proceedings instead of arbitration to settle a dispute arisen under or in connection with the Nomination Rules and/or a Nomination Participation Agreement (including any non-contractual obligations arising out of or in connection with them).
7. The Disputing Parties agree that proceedings referred to in paragraph 6 may be brought in any competent court to hear such claim. The Registered Participant irrevocably waives any objection which it may have now or hereafter regarding the venue of such proceedings in any competent court and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any such proceedings brought in any such court may be enforced in the courts of any other jurisdiction.
8. Notwithstanding any reference to amicable settlement or arbitration under this Article 12,

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<sup>1</sup> In the English version of these Nomination Rules, words in French in italics are to be interpreted in accordance with their meaning in French.

the Disputing Parties shall continue to perform their respective obligations under the Nomination Rules and the Registered Participant's Nomination Participation Agreement.

9. This Article 12 survives the termination of the Registered Participant's Nomination Participation Agreement.

### **Article 13**

#### **Force Majeure**

1. ElecLink or a Registered Participant, which invokes Force Majeure, shall promptly send to the other party a notification describing the nature of the Force Majeure and (so far as it can be determined) its expected duration and shall continue to furnish reports with respect thereto with reasonable frequency during the period of Force Majeure. The party invoking the Force Majeure shall make every possible effort to limit the consequences of the Force Majeure.
2. The affected obligations, duties and rights of a party subject to Force Majeure shall be suspended from the beginning of Force Majeure, with the exception of the confidentiality provisions in accordance with Article 15.
3. Suspension under paragraph 2 above is subject to the following:
  - a. suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure;
  - b. the suspension of performance applies only for so long as the party invoking Force Majeure is using reasonable efforts to remedy or mitigate its inability to perform.
4. The consequences of a Force Majeure event are that the party invoking Force Majeure cannot be held responsible to pay compensation for any damage suffered, due to the non-performance or partial performance of all or any of its obligations under the Nomination Rules during the Force Majeure and when such non-performance or partial performance is due directly to Force Majeure.
5. The party affected by the Force Majeure shall give notice to the other party when it ceases to be affected by the Force Majeure.
6. If the Force Majeure continues for a period longer than six (6) months, ElecLink or the affected Registered Participant may, by written notice to the other given at any time while the Force Majeure continues beyond that period, unilaterally terminate the Nomination Participation Agreement. The termination shall take effect ten (10) Working Days after the notice is given or any later date specified in the notice.

### **Article 14**

#### **Notices**

1. Unless otherwise expressly provided in the Nomination Rules, all notices or other communications under or in connection with the Nomination Rules and/or the Nomination Participation Agreement shall be in English and in writing between ElecLink and each Registered Participant and shall be sent to the email address and if not possible, by registered letter and marked for the attention of the other party's representative as set out in the applicable Nomination Participation Agreement or as notified by the addressee from time to time.
2. All notices or other communications under or in connection with the Nomination Rules and/or the Nomination Participation Agreement shall be in writing and shall be given by letter delivered by hand against receipt, sent by prepaid post (airmail if overseas) and using a

recorded delivery service (registered post or equivalent) or email in the following cases:

- a. the conclusion of the Nomination Participation Agreement; and
  - b. the suspension or termination of the Nomination Participation Agreement.
3. All notices or other communications under or in connection with the Nomination Rules and/or the Nomination Participation Agreement shall be deemed to have been received:
- a. in the case of delivery by hand, when delivered against receipt; or
  - b. in the case of recorded delivery prepaid post, on the day following the recorded day of delivery; or
  - c. in the case of email, when delivered to the other party but only if an acknowledgement of receipt is requested and obtained by the party sending the e-mail and a printed copy of the transmission and of the delivery receipt is retained by that party.
4. If a notice or other communication has been received outside normal Working Hours (being 08:30hrs to 17:00hrs (local time) on a Working Day), it is deemed to have been received at the opening of business on the next Working Day.

## **Article 15 Confidentiality**

1. The Nomination Participation Agreement and any other information exchanged relating to its preparation and the application of a market participant shall be considered as confidential.
2. ElecLink and each Registered Participant who is a recipient of confidential information in relation to these Nomination Rules shall preserve the confidentiality of each item of such confidential information and shall not directly or indirectly reveal, report, publish, disclose, transfer or use any item of the confidential information otherwise than for the purpose for which it was disclosed.
3. Notwithstanding paragraph 2 of this Article 15, ElecLink or a Registered Participant who is a recipient of confidential information may disclose confidential information of the disclosing party to a third party with the other party's prior consent expressed in writing and subject to the condition that the receiving party has given assurance that such third party is bound by equivalent confidentiality obligations as set out in the Nomination Rules directly enforceable by the other party.
4. Notwithstanding paragraph 2 of this Article 15, ElecLink or a Registered Participant who is a recipient of confidential information may disclose confidential information of a disclosing party:
  - a. to the extent expressly permitted or contemplated by the Nomination Rules;
  - b. to any person who is one of the directors, officers, employees, agents, advisers (including financial advisers and legal advisers) or insurers of the recipient and who needs to know the confidential information in connection with the Nomination Rules;
  - c. as may be directed or ordered under or required in order to comply with any applicable national or European legislation such as, but not limited to, Regulation (EU) No 1227/2011 and Regulation (EU) No 543/2013 or any other relevant European or national regulatory, legislative or administrative acts such as grid codes;
  - d. as may be required by a competent regulatory authority, court or administrative tribunal having jurisdiction over the recipient or an arbitrator or expert in the course of proceedings before it to which the recipient is a party;
  - e. as may be required by ElecLink (or through agents or advisers) for the proper fulfilment of its mission and obligations in accordance with applicable laws, the

Exemption Decision and these Nomination Rules;

- f. as far as required in order to obtain clearances or consents from a competent authority or if requested by or required to be disclosed under any applicable powers of a competent authority (including the National Regulatory Authorities); or
  - g. to the extent required by the rules of any security commission or stock exchange.
5. Moreover, the obligations arising from Article 15 shall not apply:
- a. if the party which receives the information can prove that at the time of disclosure, such information was already publicly available (otherwise than as a result of a breach by the recipient of Article 15);
  - b. if the recipient can prove that, at the time of disclosure, the information was already in its possession and not subject to any obligation of confidentiality;
  - c. if the receiving party provides proof that, since the time of disclosure, the said information has been legally received from a third party or has become publicly available;
  - d. to confidential information communicated, in accordance with the legal and regulatory provisions, in an incorporated form from which no item of information specific to a market participant can be deduced; or
  - e. to information whose publication is explicitly provided for by the present Nomination Rules.
6. The obligations of confidentiality in this Article 15 shall remain valid for a period of five (5) years after termination of a Registered Participant's Nomination Participation Agreement.

## **Article 16**

### **Assignment and subcontracting**

1. ElecLink may assign, novate or otherwise transfer any of its rights or obligations under a Nomination Participation Agreement and/or the Nomination Rules to another party. ElecLink shall notify an affected Registered Participant of the change by sending an email with acknowledgment of receipt as soon as possible and in any event at least ten (10) Working Days before the date on which the change takes effect.
2. A Registered Participant may not assign, novate or otherwise transfer or grant any interest in or over, or create any trust in respect of, any of its rights or obligations under its Nomination Participation Agreement(s) and/or the Nomination Rules without the prior written consent of ElecLink.
3. Nothing in this Article 16 shall prevent ElecLink or a Registered Participant from entering into a subcontracting agreement in relation to the Nomination Rules. Entry into a subcontracting agreement by a Registered Participant does not relieve that Registered Participant of any obligation or liability under its Nomination Participation Agreement(s) and/or the Nomination Rules.
4. Each Registered Participant will do all things reasonably requested of it by ElecLink to assist with an assignment, novation or transfer as permitted by Article 16(1).

## **Article 17**

### **Intellectual property**

1. No party shall acquire any right, title, licence or interest in or to any intellectual property rights of the other party in connection with the Nomination Rules and/or a Nomination Participation Agreement.

2. The signature of a Nomination Participation Agreement and the exchange of confidential information do not confer any rights to patents, knowledge or any other form of intellectual property concerning information or tools made available or sent by one party to the other under the terms of the Nomination Rules.

### **Article 18** **Relationship of the parties**

1. The relationship of ElecLink and the Registered Participant via the Nomination Participation Agreement is that of service provider and service user respectively. Except as expressly provided in the Nomination Rules, nothing contained or implied in the Nomination Rules constitutes or is deemed to constitute ElecLink or a Registered Participant, the partner, agent or legal representative of the other for any purpose whatsoever or to create or be deemed to create any partnership, agency or trust between ElecLink and a Registered Participant whatsoever.
2. The Registered Participant acknowledges that neither ElecLink nor any person acting on behalf of or associated with ElecLink makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of the Nomination Rules, the Nomination Participation Agreements or the disclosed information or otherwise in relation to or in connection with the Nomination Rules, the Nomination Participation Agreements and the disclosed information or any transaction or arrangement contemplated by the Nomination Rules, the Nomination Participation Agreements and the disclosed information except as specifically provided in these Nomination Rules or a Nomination Participation Agreement.

### **Article 19** **No third-party rights**

ElecLink and each Registered Participant acknowledges and agrees that a person who is not a party to the Nomination Participation Agreement between them, including any other market participant, has no rights to enforce the Nomination Rules and/or the Nomination Participation Agreement as between ElecLink and the Registered Participant.

### **Article 20** **Waiver**

1. No omission to exercise or delay in exercising any right, power or remedy provided by law or under the Nomination Rules and the Nomination Participation Agreement shall impair or constitute a waiver of such right, power or remedy or any other 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 the Nomination Rules and the Nomination Participation Agreement.
2. Any waiver of any right, power or remedy under the Nomination Rules and the Nomination Participation Agreement 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.

**Article 21**  
**Remedies Exclusive**

Except as otherwise expressly provided, the rights and remedies provided by the Nomination Rules and the Nomination Participation Agreement to ElecLink and each Registered Participant are exclusive and not cumulative and, to the extent permissible by law, shall exclude and be in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by law or statute in respect of the subject matter of the Nomination Rules and the Nomination Participation Agreement. Accordingly, each of ElecLink and each Registered Participant hereby waives to the fullest extent possible all such rights and remedies provided by law or statute, and releases each other of them if it is liable to any other of them, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law or statute in respect of the matters dealt with in the Nomination Rules and the Nomination Participation Agreement and undertakes not to enforce any of the same except as expressly provided herein.

**Article 22**  
**Governing law and language**

1. The Nomination Rules shall be governed by and construed in all respects in accordance with English Law.
2. The Nomination Rules will be produced both in English and French. For the avoidance of doubt, in the event of inconsistency between the English and French versions, the English language version shall prevail.

**Article 23**  
**Entire Agreement**

These Nomination Rules and the Nomination Participation Agreement contain or expressly refer to the entire agreement between ElecLink and each Registered Participant with respect to the subject matter hereof and expressly exclude any warranty, condition or other undertaking implied at law or by custom and supersede all previous agreements and understandings between ElecLink and each Registered Participant with respect thereto and each of them acknowledges and confirms that it does not enter into these Nomination Rules or the Nomination Participation Agreement in reliance on any representation, warranty or other undertaking (other than where made fraudulently) not fully reflected in the terms of these Nomination Rules or the Nomination Participation Agreement.

**Article 24**  
**Severance of terms**

1. If any provision of these Nomination Rules or a Nomination Participation Agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or pursuant to arbitration or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect either the remaining provisions of these Nomination Rules or the Nomination Participation Agreement, which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality, or the validity, enforceability or legality of such provision under the laws of any other jurisdiction.
2. If any provision would otherwise be invalid, unenforceable or illegal under Article 24(1) but would cease to be invalid, unenforceable or illegal if some part of it were deleted, the relevant part shall be deemed to be deleted.



**Annex no. 1**  
**Business Rules for the Interconnector**

**Day ahead business process**

**1. Day-ahead business process when explicit daily auctions are invoked prior to the implicit daily auction window:**

- a. PTR Holders can submit daily Mid-Interconnector Nominations of daily units for the Contract Day D, from opening of the gate for daily Mid-Interconnector Nominations at 12:05 on the day D-1 until daily Mid-Interconnector Nominations gate-closure at 14:00 on day D-1, in accordance with these Nomination Rules.

**2. Day-ahead business process when explicit daily auctions are invoked during the implicit daily auction window:**

- a. PTR Holders can submit daily Mid-Interconnector Nominations of daily units for the Contract Day D, from opening of the gate for daily Mid-Interconnector Nominations no later than twenty (20) minutes after the publishing of the final results of the explicit daily auction on day D-1 up to a latest daily Mid-Interconnector Nominations gate-closure of 15:30 on day D-1, in accordance with these Nomination Rules.

**Intra-day business process**

**1. Intraday auction 1 Nomination timings:**

- a. PTR Holders can submit intraday Mid-Interconnector Nominations of intraday units for the period from 00:00 to 13:59 of the Contract Day D, from opening of the gate for intraday Mid-Interconnector Nominations at 17:00 on the day D-1 until intraday Mid-Interconnector Nominations gate-closure at 21:00 on day D-1, in accordance with these Nomination Rules.
- b. PTR Holders can submit intraday Mid-Interconnector Nominations of intraday units for the period from 06:00 to 13:59 of the Contract Day D, from opening of the gate for intraday Mid-Interconnector Nominations at 02:20 on the day D until intraday Mid-Interconnector Nominations gate-closure at 03:00 on day D, in accordance with these Nomination Rules.
- c. PTR Holders can submit intraday Mid-Interconnector Nominations of intraday units for the period from 11:00 to 13:59 of the Contract Day D, from opening of the gate for intraday Mid-Interconnector Nominations at 07:20 on the day D until intraday Mid-Interconnector Nominations gate-closure at 08:00 on day D, in accordance with these Nomination Rules.

**2. Intraday auction 2 Nomination timings:**

- a. PTR Holders can submit intraday Mid-Interconnector Nominations of intraday units for the period from 14:00 to 23:59 of the Contract Day D, from opening of the gate for intraday Mid-Interconnector Nominations at 10:20 on the day D until intraday Mid-Interconnector Nominations gate-closure at 11:00 on day D, in accordance with these Nomination Rules.
- b. PTR Holders can submit intraday Mid-Interconnector Nominations of intraday units for the period from 17:00 to 23:59 of the Contract Day D, from opening of the gate for

intraday Mid-Interconnector Nominations at 13:20 on the day D until intraday Mid-Interconnector Nominations gate-closure at 14:00 on day D, in accordance with these Nomination Rules.

- c. PTR Holders can submit intraday Mid-Interconnector Nominations of intraday units for the period from 20:00 to 23:59 of the Contract Day D, from opening of the gate for intraday Mid-Interconnector Nominations at 16:20 on the day D until intraday Mid-Interconnector Nominations gate-closure at 17:00 on day D, in accordance with these Nomination Rules.

## **Deemed Metered Volume allocation**

### **1. Introduction**

- a. When a PTR Holder submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the Interconnector and for any reductions in Mid-Interconnector Nominations as a result of curtailment, is allocated to the relevant PTR Holders using the Deemed Metered Volume allocation rules set out in this Annex no. 1.

### **2. Losses**

- a. The physical flow on the Interconnector is subject to losses. The Nomination Platform will apply a Loss Factor (“**LF**”) to calculate each PTR Holder’s share of the losses in accordance with paragraph 3 of this Annex no. 1. The Loss Factor is symmetrical between Mid-Interconnector and either end of the Interconnector.
- b. The Loss Factor to be applied is published by EleCLink on its website. If there is a requirement to change the Loss Factor at any time, then PTR Holders shall be notified at least five (5) Working Days before the change is to take effect.

### **3. Adjustment for losses**

- a. For the purposes of the Balancing and Settlement Code, the Nomination Platform will send to the Settlement Administration Agent (as defined in that Code) a program called BM Unit Metered Volume (“**BMUMV**”) expressed in kWh at the Great Britain connection point in half-hourly points and calculated by this formula:

- i. for a BM Unit in the direction from France to Great Britain:

$$\text{BMUMV} = (1-\text{LF}) * \text{DMV}^2; \text{ and}$$

- ii. for a BM Unit in the direction from Great Britain to France:

$$\text{BMUMV} = (1+\text{LF}) * \text{DMV}.$$

- b. For the purpose of the RTE Settlement Arrangements and for an export from France to Great Britain, the Nomination Platform will send to RTE (in its capacity as Transmission System Operator) a program expressed in kWh at the France connection point in half-hourly points and calculated by this formula:

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<sup>2</sup> The symbol \* requires multiplication to be effected.

$(1+LF) * DMV$

- c. For the purpose of the RTE Settlement Arrangements and for an import from Great Britain to France, the Nomination Platform will send to RTE a program expressed in kWh at the France connection point in half-hourly points and calculated by this formula:

$(1-LF) * DMV.$

In the above paragraphs, "DMV" means the Deemed Metered Volume calculated for that PTR Holder for that Settlement Period.