

Disclaimer

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DRAFT FOR CONSULTATION

IFA ElecLink Access Rules

Issue 1.0

Draft for consultation

Subject to Disclaimer

ElecLink Access Rules

Preamble (not forming part of the Rules)

The French and British transmission systems are or will be connected by a 21,000MW Interconnector between Peuplingues in France and Sellindge in England known as the ~~Interconnexion France-Angleterre~~ ElecLink Interconnector. The Interconnector will support electricity trading in both directions. The Interconnector is ~~jointly~~or will be operated by ~~NGIC and RTE~~ElecLink.

~~NGIC and RTE have opened the Interconnector to third parties by offer~~ElecLink offers rights to use the Interconnector to third parties.

These are the ~~IFA~~ElecLink Access Rules established by ~~NGIC and RTE~~ElecLink for allocating rights to use the Interconnector by explicit Auction and setting out the terms of use. They do not cover the operation of the Implicit Daily Auction.

~~Please refer to the IFA User Guide for general guidance about participation in auctions and background information about use of the Interconnector.~~

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SECTION A: GENERAL INTRODUCTION

Rule A1: Introduction

Scope

A1.1 These Rules set out: (in particular):

- (a) the procedures for auctioning rights to use Interconnector Capacity;
- (b) the terms on which Users may participate in Auctions; and
- (c) the terms for use of Interconnector Capacity.

Structure

A1.2 The Rules are divided into six sections as follows:

- (a) Section A: General Introduction;
- (b) Section B: Rules Applicable to Participation;
- (c) Section C: Financial Matters Applicable to these Rules;
- (d) Section D: Auction Rules for Open Season, Medium Term, Daily and Intraday Auctions;
- (e) Section E: Capacity Usage Rules; and
- (f) Section F: General Conditions.

A1.3 The Rules also contain twelve (12) Schedules as follows:

- 1. Definitions and Interpretation;
- 2A. Form of ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity;
- 2B. Form of ElecLink Open Season User Agreement;
- 3. Standing Data;
- 4. Business Rules for Use of Interconnector Capacity;
- 5. Deemed Metered Volume Allocation;
- 6. List of Open Season and Medium Term products;
- 7. Mid Point Day Ahead Market Spread Cap Methodology;
- 8. Credit Rating and Tangible Net Worth requirements;
- 9. Example of Open Season Auction Credit Requirement;

10. [Letter of Acknowledgement and Undertaking in relation to Assignment of the Open Season User Agreement; and](#)
11. [Market Share Declaration Template.](#)

Rule A2: Parties and participation

Participation in Auctions and Use of Interconnector

- A2.1 A person wishing to participate in any Auction and/or [in the](#) Secondary Market, and/or wishing to use Interconnector Capacity shall comply with Rule B2 and agrees to be bound by and comply with these Rules. These Rules [apply to all persons on a non-discriminatory basis. These Rules](#) do not apply to participation in Implicit Daily Auctions.

Operators

- A2.2 ~~NGIC and RTE operate the Interconnector jointly. Together, they are the Operators referred to in these Rules and are jointly and severally liable for all acts and omissions of the Operators under these Rules.~~ Only a person who is a party to an [ElecLink](#) Open Season User Agreement with ElecLink may participate in an Open Season Auction and in the Secondary Market for Open Season Units.
- A2.3 Only a person who is a party to ~~a~~ [an ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity](#) with ElecLink may participate in a Medium Term, [Daily or Intraday](#) Auction and in the Secondary Market for Medium Term, [Daily and Intraday](#) Units.

Operator

- A2.4 ElecLink operates the Interconnector.
- ~~A5~~[A2.5](#) ElecLink may commission a third party to operate the Auctions and/or the processes in relation to the Secondary Market and Nominations on behalf of ElecLink [in which case good discharge of an obligation under these Rules by such third party shall be construed as good discharge of the relevant obligation by ElecLink and vice versa.](#)

ElecLink User Forum

- A2.~~4~~[6](#) ElecLink will from time to time, and at least once per year, invite [all](#) Users to meet with ElecLink to discuss future Auctions and the commercial and operational aspects in relation to the Interconnector. Details of those who may attend the meetings, the agenda and location will be notified by ElecLink within a reasonable time before the meeting.

Rule A3: Definitions and interpretation

Definitions

- A3.1 In these Rules, unless the context otherwise requires, capitalised words and phrases have the meanings given to them in Part I of Schedule 1.

Interpretation

- A3.2 The rules of interpretation applicable to these Rules are set out in Part II of Schedule 1.

Time

- A3.3 All timings referred to within these Rules are CET time, unless otherwise stated.

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Rule A4: Amendment

Amendment

A4.1.1 This Rule A4.1 applies to the amendment of these Rules as they apply to and are incorporated in ~~the~~ (a) the ElecLink Open Season User Agreements, and (b) the ElecLink User Agreements for Medium Term, Daily and Intraday Interconnector Capacity.

A4.1. ~~Subject to Rule A4.4, the Operators are~~ 2. ElecLink is entitled to amend these Rules, under the circumstances described in Rules A4.5, A4.6, A4.8 and A4.9 and subject always to the provisions of this Rule A4.

A4.1.3 In the event of an amendment of these Rules, ElecLink will give an Amendment Notice to Users.

A4.1.4 Nothing in this Rule A4 shall prevent a User from proposing in writing amendments to these Rules at any time.

A4.1.5 In the event that a Rule amendment is proposed by a User, ElecLink shall, within five (5) Business Days, confirm receipt of the proposed amendment and provide timescales for consideration of the proposal.

Effective time

A4.2 Subject to Rule A4.5, an amendment made under Rule A4.1 takes effect from the later of:

- (a) the start of the Contract Day commencing 10 Business Days after the Amendment Notice is notified to Users by ElecLink; or
- (b) the date and time specified in the Amendment Notice.

Application

A4.3.1 Each amendment applies to any aspect of these Rules, including but not limited to all Auctions conducted after the date on which the amendment takes effect.

A4.3.2 Unless expressly stated otherwise by ElecLink, the amended Rules shall govern all rights to use Interconnector Capacity and all other rights and obligations acquired under these Rules and any ElecLink Open Season User Agreement or ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity, including those acquired before but for use after the amendment takes effect.

A4.3.3 ~~Any Subject~~ Subject as provided above, any amendment of these Rules will apply automatically to the ElecLink Open Season User Agreements and the ElecLink User Agreements for Medium Term, Daily and Intraday Interconnector Capacity in force between ElecLink and each User, without the need for the User to sign any acknowledgement or acceptance of the amendment or the Amendment Notice or the amended Rules ~~but without prejudice to the IFA User's right to~~. In the event of any amendment, a Non-Open Season User may request termination of its ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity in accordance with Rule F6.2 but, for the avoidance of doubt, ElecLink has no obligation whatsoever to accept any such request.

User comments

- A4.4 Before making any amendment to these Rules under Rule A4.1, ~~the Operators will, unless the amendment is urgent or minor in its nature, give~~ 4.1, ElecLink will give will, in accordance with the conditions of the ElecLink Interconnector Licence, give Users a reasonable opportunity, and in any event not less than ~~10 Business Days~~ 28 days, to review and give written comments to ElecLink on the proposed amendment. If ElecLink decides to modify a proposed amendment as a result of comments from Users, it may give Users a further opportunity to review and comment on the modified proposals under this Rule indicating timescales for provision of such comments.

Amendments due to legal requirements

- A4.5 These Rules are subject to the law prevailing at the time at which they take effect. In the event that there is a change in law or any action by Competent Authorities at national or international level which have an effect on these Rules then, notwithstanding any other provision of these Rules, the Rules will be amended accordingly and, where possible, pursuant to this Rule A4. ~~ppu~~ **Rules approval**

A4. Amendments due to the requirements of the Exemption Decision

A4.6 In accordance with the Exemption Decision:

- (i) the Rules for Medium Term, Daily and Intraday Units with Product Periods identical to the product periods of units that exist on regulated interconnectors on the border between England and France ("Regulated Units") must respect the same provisions, particularly in terms of compensation for Curtailment, as these Regulated Units and must comply, in future, with the European Network Codes, in particular (a) the regulation on capacity allocation and congestion management (CACM) and (b) the Network Code on forward capacity allocation (FCA); and
- (ii) in regards to Open Season Units, the capacity usage rules relating to that part of the Product Period which coincides with the product period of Regulated Units must respect the same provisions, including compensation in case of Curtailment, as these Regulated Units and must comply, in future, with the provisions of the European Network Codes, in particular the Network Code on forward capacity allocation (FCA).

In the event that it becomes necessary to amend the Rules to comply with this Rule A4.6, notwithstanding any other provision of these Rules, the Rules will be amended accordingly pursuant to the provisions of this Rule A4.

Rules approval

- A4.7 These Rules are approved by the relevant regulatory authorities. Accordingly, any Amendment Notice will be issued to Users only after such approval(s) (as required) has/have been received by ElecLink. Following receipt of such approval(s) the amended Rules will be published on ~~the~~ ElecLink's website.

Business process timings

- A4.8 Schedule 4 and its Appendix contain the ~~timings of the IFA processes~~ Business Business Rules for Use of Interconnector Capacity. Modifications may be made to ~~this~~ Schedule 4 and its Appendix by ElecLink to reflect changes in either the French or British electricity markets and/or changes to ElecLink's operational practices by giving at least 10 Business Days' notice to Users.

Open Season and Medium Term products

- A4.9 Schedule 6 contains the list of Open Season and Medium Term products available ~~on the Interconnector~~ at the time of entry into force of these Rules. ~~Modifications~~Subject ~~Subject~~ to Rule A4.7 and any applicable requirements of the ElecLink Interconnector Licence, modifications may be made to Schedule 6 by ElecLink by means of notification on ElecLink's website and/or as specified in the relevant Auction Specification.

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SECTION B: RULES APPLICABLE TO PARTICIPATION

Rule B1: Introduction

Scope

B1.1 This Section B of the Rules sets out Rules which are applicable to participation by Users in Auctions, the Secondary Market and the Nominations process.

Structure

B1.2 Section B is divided into four Rules as follows:

- (a) Rule B1: Introduction;
- (b) Rule B2: Participation Requirements;
- (c) Rule B3: ElecLink User Agreement; and
- (d) Rule B4: User Systems.

Rule B2: Participation Requirements

~~(1)-(2)~~ Eligibility to Participate in Open Season Auctions, the Secondary Market for Open Season Interconnector Capacity and the Nominations process for Open Season Interconnector Capacity.

B2.1.1 To be eligible to participate in the Open Season Auctions or the Secondary Market for Open Season Interconnector Capacity, a person must ~~satisfy the following conditions~~:

- (a) be a party to an ElecLink Open Season User Agreement with ElecLink (see ~~Rule B3~~ Schedule 2B);
- (b) not have had its eligibility to participate suspended under Rule F6.3.1 (unless it has been reinstated under Rule B2.3.6);
- ~~(a) have provided Payment Security in accordance with Rule C3;~~
- (c) have given its Standing Data to ElecLink in accordance with Rule B3.8;
- (d) declare to ElecLink in accordance with Rule B2.2.1 and as provided in the Market Share Declaration Template (see Schedule 11) if its Market Share in France or Great Britain exceeds 40%;
- (e) in the case of Open Season Auctions only, submit a non-binding and indicative offer stating the maximum number of Open Season Units that it intends to bid for at the Minimum Starting Price and the Maximum Starting Price respectively (this non-binding and indicative offer will be used to set its Initial Eligibility in accordance with Rule D1.5.3); and
- (f) have satisfied (for the purposes of any Open Season Auction) the Open Season Auction Credit Requirement in accordance with Rule B 2.3.1.

B2.1.2 A person wishing to participate in an Open Season Auction must:

- (a) meet the participation requirements provided in Rule B2.1.1 no later than the end of the First Qualification Period for the relevant Open Season Auction; and
- (b) if requested by ElecLink, promptly respond to ElecLink's satisfaction to any requests for clarification of documents or information provided or the provision of any additional or outstanding information in connection with the person's participation in the relevant Open Season Auction, no later than the end of the Second Qualification Period.

B2.1.3 A person wishing to participate only in the Secondary Market for Open Season Interconnector Capacity must meet the participation requirements provided in Rule B2.1.1 no later than fifteen (15) Business Days prior to the first day on which it wishes to start participating in the Secondary Market for Open Season Interconnector Capacity.

B2.1.4 In addition, to be eligible to use the capacity rights obtained in an Open Season Auction or through the Secondary Market for Open Season Interconnector Capacity and/or to participate in the Nominations process for Open Season Interconnector Capacity a person must:

- (a) have established its interface between its User System and the CMS in accordance with Rule B4 to the reasonable satisfaction of ElecLink;

~~B2.~~

- (b) ~~be~~ a party to the following agreements:
 - (i) a Use of System Interconnector Agreement with NGET and the Framework Agreement established under CUSC;
 - (ii) a Framework Agreement as defined in the Balancing and Settlement Code; and
 - (iii) an Accord de Participation with RTE; and
- (c) register and provide to ElecLink its BM Units for the ElecLink Interconnector.

B2.1.5 To be eligible to use the capacity rights obtained in an Open Season Auction or through the Secondary Market for Open Season Interconnector Capacity and/or to participate in the Nominations process for Open Season Interconnector Capacity, a person must provide evidence, satisfactory to ElecLink, that it has met the requirements provided in Rule B2.1.4 above by no later than fifteen (15) Business Days prior to the first day on which it wishes to start using the capacity rights obtained in an Open Season Auction or through the Secondary Market for Open Season Interconnector Capacity and/or to start participating in the Nominations process for Open Season Interconnector Capacity.

Capacity Limits on Bids for Open Season Units

B2.2.1 To be eligible to participate in the Open Season Auctions, an Open Season User:

- (a) must declare to ElecLink, by no later than the end of the First Qualification Period for the relevant Open Season Auction, if its Market Share in France or Great Britain exceeds 40%; and
- (b) must certify that its Bid will comply with Rule B2.2.2;

B2.2.2 Each Open Season User must ensure that its total Bid in any Open Season Auction shall not result in the following:

- (a) the Open Season User and its Related Undertaking(s) acquiring, at any one time, more than 400 MW of Interconnector Capacity in either direction; or
- (b) if the Open Season User has a Market Share of more than 40%, the Open Season User and its Related Undertaking(s) acquiring, at any one time, more than 200 MW of Interconnector Capacity in the direction of import to the market in which the Open Season Users holds such a Market Share.

B2.2.3 If at any time the Open Season User fails to meet the requirements in Rule B2.2.1 and/or Rule B2.2.2, the Open Season User shall be liable for and must indemnify ElecLink against any and all liability, claims, payments, costs and expenses arising directly or indirectly from such failure, including but not limited to any penalty imposed by the French Regulator and/or the GB Regulator in accordance with paragraph 1.48 of the Exemption Decision and all or any powers in connection therewith.

Credit Requirements for Open Season Users

B2.3.1 An Open Season User may only submit a Bid in an Open Season Auction if:

- (a) it satisfies the Open Season Auction Credit Requirement in relation to that Bid; and

- (b) where it wishes to satisfy the Open Season Auction Credit Requirement on the basis of its own or its Parent Company's Credit Rating, it has declared to ElecLink, by no later than the end of the First Qualification Period, its or its Parent Company's most recent Credit Rating and has delivered to ElecLink, by no later than the end of the First Qualification Period, evidence satisfactory to ElecLink of its, or its Parent Company's, most recent Credit Rating; and
- (c) where it wishes to satisfy the Open Season Auction Credit Requirement on the basis of its own or its Parent Company's Tangible Net Worth, it has declared to ElecLink, by no later than the end of the First Qualification Period, its or its Parent Company's current Tangible Net Worth (and the basis for the Open Season User's calculation thereof) and has delivered to ElecLink, by no later than the end of the First Qualification Period, its, or its Parent Company's, latest audited statutory accounts evidencing its, or its Parent Company's, current Tangible Net Worth, together with confirmation that there has been no Material Adverse Change affecting the Open Season User or such Parent Company since the date to which such statutory accounts were prepared; and
- (d) where it wishes to satisfy the Open Season Auction Credit Requirement on the basis of its Parent Company's Credit Rating or Tangible Net Worth, it has delivered to ElecLink, by no later than the end of the First Qualification Period, and at the Open Season User's own cost:
 - (i) a Parent Company Guarantee executed by that Parent Company; and
 - (ii) evidence satisfactory to ElecLink that the Parent Company is a parent undertaking of the Open Season User; and
 - (iii) such evidence (including a legal opinion addressed to ElecLink in relation to the laws of the place of incorporation of the Parent Company) regarding the power, capacity and authority of the Parent Company to issue the Parent Company Guarantee, due execution of the Parent Guarantee and such other matters in relation to the Parent Company Guarantee as ElecLink may in its sole discretion require; and
- (e) where it wishes to satisfy the Open Season Auction Credit Requirement on the basis of a Letter of Credit, it has (at the Open Season User's own cost) procured and delivered the Letter of Credit to ElecLink by no later than the end of the First Qualification Period; and
- (f) ElecLink has confirmed in writing to the Open Season User that ElecLink is satisfied that the applicable requirements of paragraphs (a) - (e) above have been fulfilled.

B2.3.2 If at any time prior to the commencement of an Open Season Auction, and notwithstanding the issue by ElecLink of confirmation as provided in Rule B2.3.1(f), ElecLink has reasonable grounds for believing that an Open Season User does not in fact, or no longer, satisfies the Open Season Auction Credit Requirement, ElecLink shall promptly give notice of such grounds to the Open Season User, and the Open Season User shall be deemed not to satisfy the Open Season Auction Credit Requirement until such time as the Open Season User provides ElecLink with evidence satisfactory to ElecLink that it does, or continues to, satisfy the Open Season Auction Credit Requirement.

B2.3.3 In any Open Season Auction ElecLink shall be entitled to reject any Bid by an Open Season User who does not satisfy (or is deemed in accordance with Rule B2.3.2 not to satisfy the Open Season Auction Credit Requirement for that Bid.

B2.3.4 Where an Open Season User wishes to satisfy the Open Season Auction Credit Requirement on the basis of its own or its Parent Company's Tangible Net Worth in accordance with Rule B2.3.1 (c), and its or its Parent Company's Tangible Net Worth, as evidenced in its or its Parent Company's latest audited statutory accounts, is denominated in a currency other than euro, ElecLink will assess the Open Season User's compliance with the Open Season Auction Credit Requirement by converting its or its Parent Company's Tangible Net Worth into a euro equivalent using the Euro Foreign Exchange Reference Rates, as published by the European Central Bank on the last day of the Second Qualification Period, rounding up to the nearest million.

Eligibility to Participate in Medium Term Auctions, Daily Auctions and Intraday Auctions, the Secondary Market for Medium Term, Daily and Intraday Interconnector Capacity and the Nominations process for Medium Term, Daily and Intraday Interconnector Capacity.

B2.4.1 To be eligible to participate in the Medium Term Auctions, the Daily Auctions or the Intraday Auctions, the Secondary Market for Medium Term, Daily and Intraday Interconnector Capacity and the Nominations process for Medium Term, Daily and Intraday Interconnector Capacity, a person must:

- (a) be a party to an ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity with ElecLink (see Rule B3);
- (b) not have had its eligibility to participate suspended under Rule F6.3.1 (unless it has been reinstated under Rule B2.3);
- (c) have provided Credit Cover in accordance with Rule C5;
- (d) have given its Standing Data to ElecLink in accordance with Rule B3.8; and
- (e) have established its interface between its User System and the CMS in accordance with Rule B4 to the reasonable satisfaction of ElecLink.
- (f) register and provide to ElecLink its BM Units for the ElecLink Interconnector; and
- (g) be a party to the following agreements:
 - (i) a Use of System Interconnector Agreement with NGET and the Framework Agreement established under CUSC;
 - (ii) a Framework Agreement as defined in the Balancing and Settlement Code; and
 - (iii) an Accord de Participation with RTE.

B2.4.2 A person wishing to participate in the Medium Term Auctions, the Daily Auctions or the Intraday Auctions, the Secondary Market for Medium Term, Daily and Intraday Interconnector Capacity and the Nominations process for Medium Term, Daily and Intraday Interconnector Capacity must provide evidence, satisfactory to ElecLink, that it has met the requirements provided in Rule B2.4.1 above by no later than fifteen (15) Business Days prior to the first day on which it wishes to start participating in the Medium Term Auctions, the Daily Auctions or the Intraday Auctions, the Secondary Market for Medium Term, Daily and Intraday Interconnector Capacity and the Nominations process for Medium Term, Daily and Intraday Interconnector Capacity.

Eligibility Notice

B2.5.1 A User may not submit any Bid in an Auction and/or participate in the Secondary Market and/or, as the case may be, Nominate, until ~~ha~~ElecLink has provided the User with a notice ("Eligibility Notice") stating that ElecLink is satisfied that the User has complied with the requirements of ~~Rule~~Rules B2.1 – B2.4. The Eligibility Notice shall take effect upon the date and time specified within the Eligibility Notice ~~and shall state whether it applies to:~~

(a) Open Season Auctions and/or the Secondary Market for Open Season Interconnector Capacity and/or the Nominations process for Open Season Interconnector Capacity; or

(b) Medium Term, Daily and Intraday Auctions and/or the Secondary Market for Medium Term, Daily and Intraday Interconnector Capacity and/or the Nominations process for Medium Term, Daily and Intraday Interconnector Capacity.

In the case of Open Season Auctions, the Eligibility Notice shall also state the Initial Eligibility of the Open Season User.

B2.5.2 The User shall immediately (and in any case before submitting any Bid in an Auction and/or participating in the Secondary Market and/or, as the case may be, Nominating) acknowledge receipt of the Eligibility Notice by e-mail.

B2.5.3 Once effective in accordance with Rule B2.5.1 and B2.5.2, the User is eligible to participate in Auctions ~~and to which the Eligibility Notice applies and/or~~ the Secondary Market to which the Eligibility Notice applies and/or, as the case may be, ~~to make in the~~ Nominations process to which the Eligibility Notice applies.

B2.5.4 If ElecLink is not satisfied that a User has complied with the requirements of Rules B2.1 – B2.4, ElecLink will:

(a) not provide the User with an Eligibility Notice; and

(b) notify the User of the requirements that the User has not complied with and the reasons why.

Suspension and Reinstatement

B2.6 A User, in receipt of a notice under Rule F6.3.1, is prohibited from submitting Bids in any Auction and/or participating in the Secondary Market and/or, as the case may be, from Nominating, from the date its eligibility is suspended until ~~give~~ElecLink gives the User notice in writing terminating such suspension (a ~~further Eligibility~~"Reinstatement Notice").

Regulatory and legal requirements

B2.7 It is the responsibility of each User to ensure that it has complied with all requirements, including Applicable Laws and the requirements of any Competent Authority, and obtained all necessary authorisations in connection with its participation in Auctions and its use of Interconnector Capacity.

Costs of participation

B2.8 All Users will participate in Auctions and/or the Secondary Market, and/or will Nominate at their own cost, expense and risk. ~~Neither Operator~~ElecLink will not be liable to any person for any cost,

claim, or expense of any User in connection with the User participating in Auctions, [the](#) Secondary Market and/or [the](#) Nominations process.

Practices that may affect competition

~~B2.9.1~~ All Users participate in Auctions on the terms of these Rules and the relevant Auction Specifications.

~~.2~~ ~~B2.9.2~~ Any User who offers any inducement, fee or reward to ElecLink, the Auction Manager, any employee or agent of ElecLink or any person acting as an adviser to ElecLink in connection with any Auction which would constitute a breach of the Bribery Act 2010 may be disqualified by ElecLink acting reasonably (in either case without prejudice to any other civil remedies available to ElecLink and without prejudice to any criminal liability which the User may attract).

~~B2.9.3~~ A User must not communicate to any person other than ElecLink and the Auction Manager any information relating to its Bid, amend its Bid by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not submit a Bid, engage in, or attempt to engage in Market Manipulation, or enter into an agreement or understanding with another person that is likely to prevent or restrict competition in the Auction. Any breach of or non-compliance with this Rule B2.9.3 by the User will, without affecting the User's civil or criminal liability for such breach or non-compliance, invalidate the User's Bid.

~~B2.9.4~~ There must be no collusion by any User with any other User and Users must not otherwise seek improperly to influence the outcome of any Auction. ~~As a result of~~ [If ElecLink has](#) evidence of [a breach of Rule B2.9.2 or B2.9.3 or of collusive](#) or other improper behaviour which might be considered as unlawful, [ElecLink](#) will refer the matter to the relevant Competent Authorities or jurisdictions, [and](#) inform the [GB Regulator and the French](#) Regulator and, upon decision of the Competent Authority or jurisdiction that the User's behaviour is unlawful, may disqualify the relevant Bids.

Disclosure of Bid information

~~B2.10~~ [ElecLink may provide or disclose any information related to any User or any Bid\(s\) which is required for the proper performance of its obligations and duties, or by Applicable Laws or in accordance with the requirements of any Competent Authority.](#)

Rule B3: ElecLink User Agreement

Application for an agreement

- B3.1 Any person ("Applicant") may apply to enter into an ElecLink User Agreement with ElecLink by submitting a completed Application Form to ElecLink together with all the information and documents required by the Application Form and the Application Pack.
- B3.2 The Applicant must complete one Application Form only and can only enter into one ElecLink [Open Season User Agreement](#) and one [ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity](#) at any one time. ~~These documents shall apply until terminated in accordance with the terms of these Rules and may be amended from time to time, in respect of all ElecLink activities.~~

Form of Application Form

- B3.3 The form of the Application Form and the Application Pack and the requirements for its completion and submission will be specified by ElecLink from time to time. As a minimum, the Application Form will require the Applicant to:
- (a) identify itself and provide its contact details and names of authorised representatives;
 - ~~(b) —~~
 - ~~(b) —~~ [attach evidence of the authority of the person signing the Application Form and the ElecLink User Agreement to do so on behalf of the Applicant; and](#)
 - (c) agree to be bound by and comply with Rule B3.7 (Costs of application).

Return of agreements

- B3.4 Once the Applicant has submitted an Application Form and sent the relevant information required under this Rule B3 ~~and ElecLink has confirmed that the Applicant has satisfied all the Eligibility Conditions~~, the Applicant shall sign the ElecLink User Agreement and then send it in duplicate to ElecLink. ElecLink will return one copy of the ElecLink User Agreement executed by ElecLink to the Applicant concerned in conjunction with the Eligibility Notice. ~~on the day of accession~~ Execution of the ElecLink User Agreement by ElecLink will not waive any Eligibility Condition and does not itself ~~confer Eligibility or~~ indicate compliance with any other Eligibility Condition or oblige ElecLink to issue an Eligibility Notice.

Additional information

- B3.5 ElecLink may ask an Applicant to provide additional or outstanding information reasonably required ~~to enable the Operators to execute the IFA User Agreement (for example if the Applicant fails to include all necessary information with its Application Form)~~ by ElecLink in connection with the Applicant's eligibility in accordance with these Rules to be party to an ElecLink User Agreement and otherwise in connection with ElecLink's approval and execution of an ElecLink User Agreement with that Applicant.

Refusal

- B3.6 ElecLink may refuse to enter into an ElecLink User Agreement with an Applicant:

- (a) if ElecLink has previously terminated an ElecLink User Agreement with the Applicant pursuant to Rule F6 either (i) as a result of a failure by the User (as it was at the time) to pay any amount owed under or in connection with these Rules and the User has not paid all amounts owed by it to ElecLink in connection with that termination, or (ii) for any other Termination Event of Default which (where capable of remedy) remains unremedied; or
- (b) if ~~the any any~~ act or omission of the User causes ElecLink to breach any condition of the ElecLink Interconnector Licence; or
- ~~(c) —; or~~
- (c) if ~~the any any~~ act or omission of the User causes ~~RTE ElecLink~~ ElecLink to breach any condition of the French Electricity ~~law Exemption law~~; or
- (d) if any act or omission of the User causes ElecLink to breach any condition of the Exemption Decision; or
- (e) if any act or omission of the User causes ElecLink to breach any Applicable Law or regulation.

Costs of application

- B3.7 Applicants ~~apply for eligibility to participate in Auctions at their own cost and expense~~ shall bear their own costs and expenses of any application under this Rule B3.

Information provided by Users

- B3.8.1 Applicants and Users must provide ElecLink with the data and information in Schedule 3 ("Standing Data") before they are eligible to participate in any Auction. Initially, the information will be provided by Users in their Application Forms.
- B3.8.2 An Applicant or a User must notify ElecLink if there is any change to the Standing Data at least 10 Business Days before the change comes into effect and, where that is not possible, as soon as practicable after the User becomes aware of the change.
- B3.8.3 An Applicant or a User must notify ElecLink if it does not consent to ElecLink publishing its name as a Unit Holder for the facilitation of the Secondary Market.
- B3.8.4 Pursuant to any notification sent by the User in accordance with Rule B3.8.3, ElecLink will (subject and without prejudice to Rule D1.10) reflect such notification in the CMS as soon as practicable and in any event within two (2) Business Days of the receipt of the notification.

Accuracy and completeness

- B3.9 Each User must ensure that all data and other information that it provides to ElecLink pursuant to these Rules (including information in its Application Form) is and remains accurate and complete in all material respects and must promptly notify ElecLink of any change.

Rule B4: User Systems

General requirement

- B4.1 Each User must establish and maintain, at its own cost, its own User Systems. ElecLink shall have no liability in the event that the User's System fails, for any reason, to communicate with the CMS.

Interfaces with the Capacity Management System (CMS)

- B4.2 ElecLink will give Users the information (including updates as applicable) reasonably necessary to enable User Systems to interface with the CMS.

Interface testing

- B4.3.1 Each User must demonstrate to the reasonable satisfaction of ElecLink its ability to exchange information with the CMS before being eligible to participate in the Auctions, the Secondary Market and the Nominations process.
- B4.3.2 In this context, ElecLink shall endeavour to give access to Users to a CMS test platform to test their interfaces.

Security and confidentiality of communications

- B4.4.1 ElecLink may from time to time, where reasonably necessary for the purpose of protecting the security and authenticity of communications under these Rules, including those between the CMS and User Systems, establish communication protocols and standards with which Users must comply.
- B4.4.2 Users accept that data sent to the CMS is binding, and that Users are fully responsible for those individuals who have access to the CMS on behalf of the User.

Training

- B4.5 ~~Standard Training for the use of CMS~~ is available to each User as follows:
- (a) In relation to Open Season Auctions, Open Season Users that have received an Eligibility Notice in accordance with Rule B2 will receive an Open Season User Guide outlining access to and use of the Open Season Auction Software. Prior to the IFA User Open Season Auction, ElecLink will offer eligible Open Season Users the opportunity to participate in a training session relating to the Open Season Auction Software. The training session will provide eligible Open Season Users the opportunity to submit mock Bids over the course of several rounds and ask questions to the Auction Manager regarding the Bid submission process; and
- (b) In relation to Medium Term, Daily and Intraday Auctions and the Nominations process for all Timescales, Standard Training is available upon request to ElecLink. ElecLink will discuss with the User the training required in order to determine the nature and extent of such request. When the scope of the required training ~~is agreed, the Operators and~~ and the charges and other terms for the provision of such training, are agreed, ElecLink will use reasonable endeavours to organise such Standard Training to commence within ten (10) Business Days of such agreement, the duration of ~~which such such~~ Standard Training to be a maximum of 2 days.

- B4.6 Standard Training for the use of [the](#) CMS is available to the Users free of charge up to a maximum of four (4) sessions per User per year.

Subject to Disclaimer

SECTION C: FINANCIAL MATTERS APPLICABLE TO THESE RULES

Rule C1: Introduction

Scope

C1.1 This Section C of the Rules sets out Rules which are applicable to invoicing, payments and payment security.

Structure

C1.2 Section C is divided into ~~three~~six Rules as follows:

- (a) Rule C1: Introduction;
- (b) Rule C2: Invoicing and Payment; ~~and~~
- (c) Rule C3: Payment Security;
- (d) Rule C4: Credit Cover for Open Season Unit Holders;
- (e) Rule C5: Credit Cover for Non-Open Season Unit Holders; and
- ~~(e)~~(f) Rule C6: Credit Cover provisions common to both Open Season Unit Holders and Non-Open Season Users.

Rule C2: Invoicing and Payment

Obligation to pay independent of use

- C2.1 Each User must pay ElecLink the Unit Prices for all Unit Quantities acquired even if all or some of the Units have been Resold or Capacity Transferred as set out in Rule E4, ~~or and~~ (except, in the case of Open Season Units, as provided for in Rule E4.4.11(b)), and even if the User does not use the corresponding Interconnector Capacity.

Currency

- C2.2.1 All prices ~~set out according to~~ referred to in Rule C2 are indicated in Euros.
- C2.2.2 All payments made according to Rule C2 must be in Euros.

Invoices

- C2.3.1 ~~Unless notified otherwise, NGIC will invoice the User for the Units acquired in the direction "England to France", and RTE will invoice the User for the Units acquired in the direction "France to England". C2.3.2~~ No later than the 11th Business Day of each month M, ElecLink will send by ~~postmail~~ email as a PDF attachment (or by any other means as ~~indicated~~ determined from time to time by ElecLink) to the User an invoice or credit note stating:
- (a) the monthly instalments payable by the User in respect of the portion related to month M+1 of Open Season Units which have been allocated before the 3rd Business Day of month M; and such monthly instalment is calculated as the product of a) the number of Open Season Units (in megawatts) allocated to the User for month M+1, b) the aggregate hours of the Unit Validity Times of such Units within month M+1, and c) the Unit Price applicable to month M+1, rounded down to the nearest Euro cent for each monthly instalment. For example, a Unit with a Product Period of 5 calendar years starting on 1 January of year Y will be invoiced in sixty (60) monthly instalments, starting in December of year Y-1 and ending in November of year Y+4;
 - (b) the monthly instalments payable by the User in respect of the portion related to month M of Open Season Units which have been allocated on or after the 3rd Business Day of month M-1; and such monthly instalment is calculated in the same way as in ~~point~~ Rule C2.3.1(a) above;
 - (c) the monthly instalments payable by the User in respect of the portion related to month M+1 of Medium Term Units, the Product Period of which is equal to or greater than one (1) month, and ~~the allocation of which will have taken place~~ been allocated before the 3rd Business Day of month M. ~~The;~~ and such monthly instalment ~~payable~~ is calculated as the product of the Unit Quantity and the Unit Price across the total Product Period, prorated by one (1) month over the total number of months in the Product Period, rounded down to the nearest Euro cent for each monthly instalment, with the balance payable in the last monthly instalment. For example, a Unit with Product Period of a calendar year allocated before the 3rd Business Day of December will be invoiced in twelve (12) monthly instalments, starting in December and ending in November of the following year;
 - (d) the monthly instalments payable by the User in respect of the portion related to month M of Medium Term Units, the Product Period of which is equal to or greater than one (1) month, and ~~the allocation of which will have taken place~~ been allocated on or after

the 3rd Business Day of month M-1, ~~The 1;~~ and such monthly instalment ~~payable~~ is calculated ~~according to~~ ~~in~~ ~~in~~ the same ~~ruleway~~ ~~way~~ as in Rule C2.3.1 ~~(f); (c);~~

- (e) the full amount payable by the User in respect of Units, the Product Period of which is less than one (1) month and starts in month M-1, calculated as the product of the Unit Quantity and the Unit Price;
- (f) the monthly instalments payable by ElecLink to the User in respect of the portion related to month M+1 of Units ~~Resold in Long Term Auctions, the which~~ ~~which~~ have been ~~Resold for~~ Resold, for a Product Period ~~of which is~~ equal to or greater than one (1) month in Medium Term Auctions, and ~~the allocation of which will have taken place been~~ been Resold before the 3rd Business Day of month M, ~~The;~~ and such monthly instalment ~~receivable~~ is calculated as the product of the Resold Unit Quantity and the Unit Resale Price, prorated by one (1) month over the total number of ~~month~~ ~~months~~ months in the Product Period for the Resold Units, rounded down to the nearest Euro cent for each monthly instalment, with the balance payable in the last monthly instalment. For example the Resale of a Unit ~~having for~~ for a Product Period from January to March is credited in three (3) monthly instalments, starting in December the year before and ending in February;
- (g) the monthly instalments payable by ElecLink to the User in respect of the portion related to month M of Units which have been Resold for a Product Period ~~of which is~~ equal to or greater than one (1) month in Medium Term Auctions, and ~~the Resale of which will have taken place been~~ been Resold on or after or on the 3rd Business Day of month M-1. The monthly instalment receivable is calculated in the same way as in Rule C2.3.1 ~~(f); (f);~~
- (h) the full amount payable by ElecLink in respect of the Units which have been Resold in Medium Term Auctions ~~, in Auctions, the for~~ for a Product Period of ~~which is~~ less than one (1) month and which starts in month M-1, calculated as the product of the Resold Unit Quantity and the Unit Resale Price;
- (i) the amount payable by ElecLink in respect of Unused Units as set out in Rule E5.2, and in respect of Contract Days within month M-1;
- (j) where practicable, the notification of the portion related to month M-1 of the Units subject to Capacity Transfer by or to the User;
- (k) any amounts payable by ElecLink or credits due to the User ~~by the Operators~~ under Rule E8 (Curtailment Reconciliation);
- (l) any amount payable by the User to ElecLink for any training requested by the User, in addition to the Standard Training provided to the use of the CMS pursuant to Rules B4.5 and B4.6;
- (m) any Taxes payable by the User or ElecLink in respect of amounts in the invoice;
- (n) the total amounts payable by the User to ~~the Operators under that invoice~~ ~~(or ElecLink)~~ ElecLink and receivable by the User from ~~the Operators under that credit note~~ ElecLink ElecLink under the above paragraphs ~~(a) - (f); - (m);~~ and the balance after setting off payments due from the User and payments due from ElecLink under the above paragraphs ~~(a) - (f); - (m);~~ and
- (o) any other information required to be included in the invoice under English ~~or French~~ law.

DRAFT FOR CONSULTATION

- C2.3.2 Where an invoice issued by ElecLink does not contain full background data for the derivation of ~~invoice summary~~~~the~~~~the~~ invoiced amounts, then the User may consult the CMS to obtain such background data.

Payment of invoices

- C2.4.1 In case of a ~~debit~~~~balance~~~~balance~~ due from the User under an invoice, the User must pay the full value of that balance invoiced to it under this Rule C2 in full, free of any charge, set off or counterclaim, except as provided by Rule C2.3.1(n), by the due date for payment, even if it disputes any amount in the invoice, by making payment to the bank account notified from time to time to the User by ~~the Operators~~~~ElecLink~~~~ElecLink~~ for the purpose of these Rules.
- C2.4.2 In case of a balance due from ElecLink under a credit note, ~~the Operator~~~~ElecLink~~~~ElecLink~~ must pay the full value ~~invoiced to it~~~~of~~ that balance under this Rule C2 in full, free of any charge, set off or counterclaim, except as provided by Rule C2.3.1(n), by the due date for payment, even if it disputes any amount in the invoice, by making payment to the bank account notified from time to time to ~~the Operator~~~~ElecLink~~~~ElecLink~~ by the User for the purpose of these Rules.
- C2.4.3 Payments are due no later than fourteen (14) calendar days after the date of issuance of the invoice or credit note. If the day that payment is due is not a Business Day, then the payment is due on the next Business Day.

Payment disputes

- C2.5.1 Subject to Rule C2.7, if a User disputes an invoice (or credit note) rendered under this Rule C2, then it must as soon as practicable and in any event within ten (10) Business Days after the date of issuance of the invoice (or credit note) notify ~~the Operators~~~~ElecLink~~~~ElecLink~~ by registered mail of the nature of the dispute and the amount in dispute. The ~~Notification~~~~notification~~~~notification~~ of a dispute does not suspend any obligation to pay the amounts invoiced. If the User and ~~the Operators~~~~ElecLink~~~~ElecLink~~ are unable to resolve the difference within ten (10) Business Days of the notice then such difference will constitute a Dispute which will be submitted for resolution in accordance with Rule F8 (Dispute resolution).
- C2.5.2 If it is agreed or determined pursuant to Rule F8 that an amount paid by the User was not properly payable then ~~the Operators~~~~ElecLink~~~~ElecLink~~ will refund such amount to the User no later than twenty (20) Business Days after the agreement or determination.
- C2.5.3 If it is agreed or determined pursuant to Rule F8 that an amount paid by ~~the Operator~~~~ElecLink~~~~ElecLink~~ was not properly payable then the User will refund such amount to ~~the Operator~~~~ElecLink~~~~ElecLink~~ no later than twenty (20) Business Days after the agreement or determination.

Late payments

- C2.6 Without prejudice to the other rights of ~~the Operators~~~~ElecLink~~~~ElecLink~~ and Users, interest will be charged without further notice on amounts due for payment by a User or by ~~the Operators~~~~ElecLink~~~~ElecLink~~ but unpaid at the date due for payment at the rate of ~~ten~~~~four~~~~four~~ percent (~~10~~~~4~~~~4~~%) per annum above the interest rate applied by the European Central Bank for the main refinancing operations. This interest shall be charged from the date due for payment until the date of actual payment. In all cases the minimum amount to be charged for late payment

is one hundred and forty euros (€140). Interest will be charged without further notice. Interest will be increased to include taxes and levies in force.

Payment Incident

- C2.7.1 Without prejudice to the other rights of ~~the OperatorsElecLinkElecLink~~, if ~~all amounts~~any amount due for payment by the User to ~~the OperatorsElecLink~~are ElecLink is not paid in full by the User within five (5) Business Days after the due date for payment, ~~the OperatorsElecLinkElecLink~~ will register such non-payment as a payment incident (a "Payment Incident") and inform the User by formal notice.
- C2.7.2 Immediately after registering a Payment Incident pursuant to Rule C2.7.1, ~~the OperatorsElecLinkElecLink~~ may invoke the Credit Cover.
- C2.7.3 From the day of notice of a Payment Incident, the rights of the User to participate in Auctions or in the Secondary Market and to Nominate the Units that are the subject of the Payment Incident may be suspended by ~~the OperatorsElecLinkElecLink~~ as set out in Rule F6. This suspension will run until the two following conditions are cumulatively met:
- (a) The User pays ~~the OperatorsElecLinkElecLink~~ all overdue invoices and all ~~interests~~interest for late payments, and
 - (b) the User readjusts its Credit Cover as necessary to the level required pursuant to Rules C3- C6 to cover its unpaid commitments.
- Provided that the ~~two~~ above two conditions are met, the User is entitled to request ~~the OperatorsElecLinkElecLink~~ to end its suspension. ~~The OperatorsElecLinkElecLink~~ will formally end the suspension by notice to the User as described in B2-~~6~~6.
- C2.7.4 The User agrees that, at ~~anytime~~any time during the period of suspension ~~of this User pursuant to rules~~as referred to in Rule C2.7.3, ~~the OperatorsElecLinkElecLink~~ may Resell the Units acquired by it and that are the subject of the Payment Incident. In this event the proceeds of the Resale shall not be returned to the User, and ~~the OperatorsElecLinkElecLink~~ shall not be liable for any direct or indirect loss or liabilities which the User may suffer or incur as a result of a Resale under this Rule.

Taxes

- C2.8 Taxes at the rate and to the extent applicable will be applied to all amounts invoiced under these Rules.

Rule C3: Payment Security

Continuing credit requirements for Open Season Users

- C3.1.1 At all times after any Open Season Units have been allocated to an Open Season User and until the expiry of the Product Period for those Open Season Units and payment in full of all instalments of the total Unit Price of those Open Season Units in accordance with Rule C2, the Open Season Unit Holder shall ensure that it satisfies, and continues to satisfy, the Open Season Continuing Credit Requirement.
- C3.1.2 Each Open Season Unit Holder shall:
- (a) notify ElecLink in writing within 10 Business Days if the Open Season Unit Holder ceases to satisfy the Open Season Continuing Credit Requirement; and
 - (b) at least annually by no later than 30 April in each year, and at any other time promptly upon ElecLink's written request, provide evidence to ElecLink of its continued satisfaction of the Open Season Continuing Credit Requirement.
- C3.1.3 An Open Season Unit Holder who satisfies the Open Season Continuing Credit Requirement on the basis of its or its Parent Company's Credit Rating will within ten (10) Business Days notify ElecLink of any change (whether upwards or downwards) in such Credit Rating and provide evidence of the revised Credit Rating.
- C3.1.4 An Open Season Unit Holder who satisfies the Open Season Continuing Credit Requirement on the basis of its or its Parent Company's Tangible Net Worth will within 10 Business Days of any Material Adverse Change affecting it or its Parent Company (as the case may be) notify ElecLink of such Material Adverse Change and the effect of that Material Adverse Change on its or its Parent Company's Tangible Net Worth, such notice to set out the basis for the Open Season User's calculation thereof.
- C3.1.5 If an Open Season Unit Holder at any time (the "Relevant Time") ceases to satisfy the Open Season Continuing Credit Requirement for any reason (and regardless of whether it has notified ElecLink of such occurrence), the Open Season Unit Holder shall within thirty (30) days after the Relevant Time take such action as may be necessary to ensure that it does satisfy, and thereafter will continue to satisfy, the Open Season Continuing Credit Requirement. A failure to take such action within such time shall be a Termination Event of Default for the purposes of Rule F6.

Rule C4: Credit Cover for Open Season Unit Holders

- C4.1 Except where an Open Season Unit Holder satisfies the Open Season Continuing Credit Requirement on the basis of a Letter of Credit, an Open Season Unit Holder shall provide and maintain Credit Cover in accordance with this Rule C4 in respect of any Open Season Units allocated to that Open Season User.
- C4.2 The Credit Cover provided under Rule C4.1 must be provided by no later than one (1) month prior to the due date of the first instalment of the Unit Price for those Open Season Units and shall be maintained until the Unit Price for the full Product Period of those Open Season Units has been paid in full.
- C4.3 Credit Cover provided by an Open Season Unit Holder must be in the form of:
- (a) a Letter of Credit; and/or
 - (b) Cash Collateral in a Deposit Account charged in favour of ElecLink.
- C4.4 If Credit Cover in respect of any Open Season Units is provided in the form of a Letter of Credit, the Letter of Credit must have a Validity Period extending until at least one (1) month after the last date on which the User is required to make a payment of an instalment for the Open Season Units.
- C4.5 The minimum amount of Credit Cover to be provided under Rule C4.1 in respect of any Open Season Units shall be in euros and equal to one month's instalment of the Unit Price of those Open Season Units (as calculated in accordance with Rule C2).

Rule C5: Credit Cover for Non-Open Season Users

C5.1 In order to participate in an Auction for Units with a Product Period of up to one (1) year, each Non-Open Season User must provide Credit Cover in accordance with this Rule C5.

C5.2 If a Non-Open Season User is allocated Units in any Medium Term Auction for Units with a Product Period of up to one year, the Credit Cover provided under Rule C5.1 shall be maintained until the Unit Prices for those Medium Term Units have been paid in full.

Form of Credit Cover

C5.3 Credit Cover provided by a Non-Open Season must be in the amount calculated under Rule C5.5, in Euros, and must be in the form of:

- (a) a Letter of Credit; and/or
- (b) ~~a cash deposit in a Deposit Account established and notified by the Operators.~~ Cash Collateral in a Deposit Account charged in favour of ElecLink.

C5.4.1 If the Credit Cover is provided in the form of a Letter of Credit, the Letter of Credit must have a Validity Period extending until at least one (1) month after the ~~first~~last date on which the Non-Open Season User, if its Bid is accepted, would be required to make a payment of an instalment for the Units acquired. ~~Credit Cover that is provided by means of cash on deposit will receive interest, and be subject to relevant bank charges.~~

C5.4.2 Any interest received on the amount of Cash Collateral deposited by a Non-Open Season User in the Deposit Account will accrue for the benefit of the Non-Open Season User after deduction for any tax or bank charges.

Amount of Credit Cover

C5.5 The minimum amount of Credit Cover ~~required by the Operators at any time to~~be provided under Rule C5.1 shall be such that the Auction Credit Limit, as described in Rule C5.6, shall be greater than or equal to zero at all times.

Auction Credit Limit

C5.6 An Auction Credit Limit is calculated for each Non-Open Season User in respect of each Auction. A Non-Open Season User will only be able to participate in an Auction if its Auction Credit Limit, in respect of that ~~auction~~Auction, is greater than zero. The Auction Credit Limit, "ACL", is calculated for each Non-Open Season User as follows:

$$ACL = CC - UNL$$

Where:

CC = Credit Cover, as confirmed in place for that Non-Open Season User immediately prior to the Auction commencement.

UNL = Unpaid Net Liabilities, calculated as: $UNL = UL - UC$, where:

UL = Unpaid ~~liabilities~~Liabilities, being in respect of all Units already allocated to the Non-Open Season User, ~~calculated as~~as at the commencement of the Auction in question. ~~In respect of Units of Product Period greater than one (1) month, one (1) continuous month of~~

~~liability will be considered in this calculation from the day of allocation of the Unit until the day of payment of the last instalment of this Unit.~~ the sum of:

- (a) (in the case of Units with a Product Period of less than or equal to one (1) month) the product of the Unit Quantity and the Unit Price of those Units for the full Product Period which remains unpaid as at the commencement of the Auction in question; and
- (b) (in the case of Units with a Product Period greater than one (1) month) the amount of one month's instalment (as calculated in accordance with Rule C2).

UC = Unpaid ~~Compensations~~CompensationCompensation, being in respect of Units which have been Resold by the Non-Open Season User or are Unused Units, ~~calculated as~~ at the commencement of the Auction in question. ~~In respect of Units resold in Auctions of Product Period greater than one (1) month, one (1) continuous month of liability will be considered in this calculation from the day of Resale of the Unit until the day of payment of the last instalment of this Unit.~~ the sum of:

- (a) (in the case of Unused Units or Units which have been Resold with a Product Period of less than or equal to one (1) month) the total amount which is due to the Non-Open Season User from ElecLink but which at the commencement of the Auction has not been paid or credited to the Medium Term Non-Open Season User in accordance with Rule C2; and
- (b) (in the case of Units which have been Resold with a Product Period greater than one (1) month) the amount of one month's instalment (as calculated in accordance with Rule C2.3.1(f) or (g)) of the total amount which is due to the User from ElecLink pursuant to such Resale (unless, at the commencement of the Auction, all of those monthly instalments have already been paid or credited to the Medium Term Non-Open Season User in accordance with Rule C2, in which case the amount taken into account under this paragraph (b) shall be zero).

~~For the purpose of Auction Credit Limit calculation, unpaid liabilities and unpaid compensations are increased to Unpaid~~ Unpaid Liabilities and Unpaid Compensation shall include the amount of any applicable taxes and levies in force.

- C5.7 A Non-Open Season User's potential maximum commitment associated with any Bid, taking into account taxes and levies in force, will be assessed against ~~the~~its Auction Credit Limit. In the case of Medium Term Auctions with a Product Period greater than one (1) month, one (1) month of potential maximum commitment associated with the Bid will be considered. (For example, in an Auction with a Product Period of a year where the Auction Credit Limit is one hundred Euros (€100), Bids will be permitted up to a level that create a total Product Period commitment of one thousand and two hundred Euros (€1,200)).
- C5.8 Any Bid that breaches the Auction Credit Limit shall be automatically rejected, and the Non-Open Season User may submit a revised lower Bid (provided the Bidding Period has not closed).
- C5.9 If a Non-Open Season User makes Bids in more than one concurrent Auction, the calculation of the Auction Credit Limit for ~~any concurrent Auction~~ each Auction shall take into account the potential liability of the Non-Open Season User arising from all such concurrent Auctions.

Changes to Credit Cover

- C5.10 A Non-Open Season User may ~~request an~~with the prior written approval of ElecLink establish, or -increase ~~of~~its Credit Cover at any time. ~~All such requests must be received and approved by~~

~~the Operators. The~~ Any increased Credit Cover shall be reflected in the [Non-Open Season](#) User's Auction Credit Limit:

- (a) at the time specified by the [Non-Open Season](#) User and approved by ~~the Operators~~[ElecLink](#)[ElecLink](#); or
- (b) in the absence of any time specified by the User, within two (2) hours of ~~the Operators'~~[ElecLink's](#)[ElecLink's](#) approval.

provided that any such increase shall only be effective, and shall only be taken into account, for the purpose of any Auction if it is implemented not less than five (5) Business Days prior to the commencement of that Auction.

- C5.11 A [Non-Open Season](#) User may at any time request a decrease of its Credit Cover, ~~such request to specify a certain time in the future at which such decrease in credit cover is requested to take effect~~ with effect from a specified time. All such requests must be received and approved by ~~the Operators~~[ElecLink](#)[ElecLink](#). Provided that the reduced value at the specified time does not cause the Auction Credit Limit to be reduced below zero (0) at such specified time then the requested decrease shall be approved by ~~the Operators~~[ElecLink](#)[ElecLink](#), otherwise the request shall be rejected by ~~the Operators~~[ElecLink](#)[ElecLink](#).
- C5.12 Where a [Non-Open Season](#) User has requested a decrease of Credit Cover that is in the form of a cash deposit, and where such request has been approved by ~~the Operators~~[ElecLink](#)[ElecLink](#) pursuant to Rule C5.11, the associated funds shall be returned to the [Non-Open Season](#) User within ten (10) Business Days of the approval.

Rule C6: Credit Cover provisions common to both Open Season Unit Holders and Non-Open Season Users

Calls on Credit Cover

- C6.1 ElecLink is entitled to call on the Credit Cover of a User in the event of a Payment Incident pursuant to Rule C2.7.
- C6.2 If the Credit Cover of a User is called in accordance with Rule C6.1, the User shall restore the Credit Cover to at least the minimum amount required by Rules C4.5 or C5.5 -within two (2) Business Days of the call.

Credit Cover Renewal

- C6.3 If the Credit Cover of a User, in the form of a Letter of Credit, is due to expire, the User shall renew the Credit Cover to at least the minimum amount required by Rules C4.5 or C5.5 and with a Validity Period no shorter than that specified in Rules C4.4 and C5.4.1, not less than thirty (30) Business Days before it is due to expire. If a User fails to do so, ElecLink is immediately entitled to call on the Credit Cover even if no Payment Incident has occurred.
- C6.4 Where a User wishes to renew its Letter of Credit, it shall use its reasonable endeavours to achieve this by providing a new Letter of Credit and not by an amendment to its existing Letter of Credit.

Credit Cover Incident

- C6.5 Without prejudice to the other rights of ~~the Operators~~ElecLinkElecLink, if the Credit Cover is not renewed in accordance with Rule C6.3, or not restored in accordance with Rule C6.2, or a substitute Letter of Credit is not procured in accordance with C6.8, ElecLink will register such circumstance as a credit cover incident (a "Credit Cover Incident") and inform the User by formal notice.
- C6.6 From the day of notice of a Credit Cover Incident, the rights of the User to participate in Auctions or in the Secondary Market and to Nominate Units may be suspended as set out in Rule F6.3.1(a) and F6.3.1(b). This suspension will run until the User restores its Credit Cover to the minimum amount required pursuant to Rules C4.5 and C5.5 and the User's eligibility is reinstated as described in B2.3.
- C6.7 The User agrees that, at ~~anytime~~any time during its suspension pursuant to Rule C6.6, ElecLink may Resell the Units that such User is prohibited from using during the period of such suspension in accordance with Rule F6.3.1. In this event the proceeds of the Resale shall not be returned to the User, and ~~the Operators~~ElecLinkElecLink shall not be liable for any direct or indirect loss or liabilities which the User may suffer or incur as a result of a resale under this Rule.

Bank's credit rating

- C6.8 If the bank issuing a User's Letter of Credit ceases to have the credit rating set out in the definition of 'Letter of Credit', the User shall within two (2) Business Days procure the issue of a substitute Letter of Credit by a bank that has such a credit rating or shall deposit ~~cash~~CashCash Collateral in a Deposit Account.
- C6.9 If the bank with which Cash Collateral is deposited ceases to have the credit rating referred to in the definition of 'Deposit Account', the User shall within two (2) Business Days deposit Cash

Collateral in a Deposit Account with a bank that has such a credit rating or shall procure the issue of a Letter of Credit.

Subject to Disclaimer

SECTION D: AUCTION RULES FOR OPEN SEASON, MEDIUM TERM, DAILY AND INTRADAY AUCTIONS.

_____ This Section D of the Rules sets out the Rules relating to the Auction processes. Section D is divided into two (2) Rules as follows:

(a)

_____ ~~(b)~~

_____ Rule ~~D:~~ D1: Auction Rules for Open Season Units; and

(b) _____ Rule D2: Auction Rules for Medium Term, Daily and Intraday Auctions.

Rule D1: Auction Rules for Open Season Units

Rule D1.1: Introduction

Scope

D1.1.1. ~~D1~~ _____ This Rule D1 sets out the Rules relating to the Auction process for Open Season Units.

D1.1.2. _____ The Auction process for Open Season Units will be conducted as a simultaneous, multiple-round, ascending clock auction. The Auction process for Open Season Units is called simultaneous because all the Open Season Units in the Auction are offered for sale at the same time. The Auction process for Open Season Units is called ascending clock auction because the price of Open Season Units increases from one round to the next, starting at a given level and increasing gradually until the demand for each product of Open Season Units is not greater than the Target for the product.

D1.1.3. _____ Rule D1 is divided into twelve (12) Rules as follows:

_____ (a) _____ Rule D1.1: Introduction;

_____ (b) _____ Rule D1.2: Auction Overview;

_____ (c) _____ Rule D1.3: Overview of Bidding;

_____ (d) _____ Rule D1.4: Pauses in the Auction;

_____ (e) _____ Rule D1.5: Bidding Rules for each Section;

_____ (f) _____ Rule D1.6: Failure to submit a Bid;

_____ (g) _____ Rule D1.7: End of Auction;

_____ (h) _____ Rule D1.8: Open Season Contracted Revenue Target;

_____ (i) _____ Rule D1.9: Open Season Revenue Cap;

_____ (j) _____ Rule D1.10: Publication of results;

_____ (k) _____ Rule D1.11: Cancellation, suspension, deferral; and

_____ (l) _____ Rule D1.12: Enduring limits for Open Season Unit Holders.

Rule D1.2: Auction Overview

General

D1.2.1. This Rule D1.2 provides an overview of:

- (a) the requirements preceding the commencement of the Open Season Auction; and
- (b) the rules governing the simultaneous ascending clock auction for Open Season Units.

Detailed bidding rules for the Open Season Auction are provided in Rules D1.3 – D1.7.

D1.2.2. An Open Season User must satisfy the participation requirements provided for in Rule B2 before that Open Season User may submit a Bid in the Open Season Auction.

D1.2.3. A Bid in the Open Season Auction must be submitted in accordance with this Rule D1. Only a Bid confirmed by the Auction Manager will be valid.

D1.2.4. Each valid Bid will constitute an unconditional and irrevocable offer by the Open Season User to ElecLink to buy Open Season Units for the quantity specified in the Bid, at the price at which the Bid is submitted, and on the terms and conditions of these Rules, the relevant Auction Specification, and the Open Season User Agreement.

Electronic operation of the Open Season Auction

D1.2.5. The Open Season Auction will be conducted electronically via the Open Season Auction Software.

D1.2.6. Open Season Users that have received an Eligibility Notice in accordance with Rule B2 will receive an Open Season User Guide outlining access to and use of the Open Season Auction Software. Prior to the Open Season Auction, ElecLink will offer eligible Open Season Users the opportunity to participate in a training session relating to the Open Season Auction Software. The training session will provide eligible Open Season Users the opportunity to:

- (a) submit mock Bids over the course of several rounds; and
- (b) ask questions to the Auction Manager regarding the Bid submission process.

Backup procedure

D1.2.7. If, during the Open Season Auction, an Open Season User encounters difficulties in accessing the Auction server or is unable to utilise the Open Season Auction Software, the Open Season User may submit a Bid using the backup procedure described in Rules D1.2.8 – D1.2.10.

D1.2.8. If it is not practicable for an Open Season User to submit its Bid electronically in accordance with Rule D1.2.5, the Open Season User may phone the Auction Manager and, upon providing authenticating information, the Auction Manager will access the Open Season Auction Software and enter the Bid on behalf of the Open Season User. Telephone conversations between the Auction Manager and Open Season Users will be recorded. By using the backup procedure provided in this Rule D1.2.8, the Open Season User consents to and irrevocably authorises the Auction Manager to enter the Bid on behalf of the Open Season User. Nothing contained or

implied in this Rule D1.2.8 constitutes or is deemed to constitute ElecLink or the Auction Manager and an Open Season User, the partner, agent, fiduciary or legal representative of the other for any purpose whatsoever or create or be deemed to create any partnership, agency, fiduciary or legal relationship or trust whatsoever.

D1.2.9. The Open Season User must notify the Auction Manager promptly and allow the Auction Manager reasonably sufficient time to complete the submission of a Bid under the backup procedure provided in Rule D1.2.8 before the end of the relevant Round. Neither ElecLink nor the Auction Manager will be liable to the Open Season User for any and all liability, losses or claims resulting from an incorrect or late submission of a Bid by the Auction Manager on behalf of the Open Season User under the backup procedure.

D1.2.10. When participating in the backup procedure specified in Rules D1.2.7 - D1.2.9, the Open Season User must comply with the instructions provided in the Open Season User Guide.

What will be auctioned?

D1.2.11. Each Auction of Open Season Units will be divided into products as specified by ElecLink by designating, in respect of each product:

- (a) the direction of Open Season Units in that product, designated by the point of origin ("FR" for the France to England direction, or "EN" for the England to France direction);
- (b) the Initial Forecast Commercial Delivery Date for each product;
- (c) the duration of the Product Period of the Open Season Units in each product, expressed in number of years (for example, "5" for a Product Period of 5 years, or "10" for a Product Period of 10 years);
- (d) the applicable Unit Validity Times of Open Season Units in each product;
- (e) any other terms applicable to that product; and
- (f) the terms applicable to the Planned Outage Period(s).

Auction Specification

D1.2.12. ~~D~~At least twenty (20) Business Days before the day of the start of the Bidding Period of an Open Season Auction, the Auction Manager will publish the provisional Auction Specification for that Open Season Auction stating in particular:

- (a) the products being auctioned;
- (b) the provisional Target for each product;
- (c) the direction of Open Season Units for each product;
- (d) the provisional Initial Forecast Commercial Delivery Date for each product;
- (e) the duration of the Product Period of Open Season Units for each product;
- (f) the terms applicable to the Planned Outage Period(s) for the Product Period;

- (g) the applicable Unit Validity Times of Open Season Units for each product;
- (h) the Minimum Starting Price;
- (i) the Maximum Starting Price;
- (j) the Adjustment Coefficient;
- (k) the Discount Rate;
- (l) the Price Increment Formula for each product;
- (m) the provisional dates and times of the Bidding Period for that Open Season Auction;
and
- (n) any other relevant information or terms applicable to the Open Season Units or the
Open Season Auction.

D1.2.13. At least ten (10) Business Days before the day of the start of the provisional Bidding Period of an Open Season Auction, the Auction Manager will inform the Open Season Users that have received an Eligibility Notice in accordance with Rule B2 of the final Auction Specification for that Open Season Auction, stating in particular:

- (a) the definitive Target for each product;
- (b) the Starting Price for each product;
- (c) the definitive Initial Forecast Commercial Delivery Date for each product;
- (d) the definitive dates and times of the Bidding Period; and
- (e) any other update of relevant information or terms applicable to the Open Season Units
or the Open Season Auction.

For the avoidance of doubt, and pursuant to these Rules, the information specified in Rule D1.2.13 (a), (c), (d) and (e) may be different from the information contained in the provisional Auction Specification for the relevant Open Season Auction; the information contained in the final Auction Specification shall prevail.

Sections

D1.2.14. The Open Season Auction will be divided into two Sections, where a Section includes products with the same direction, Initial Forecast Commercial Delivery Date and Unit Validity Times, but of different Product Periods. Section “FR” refers to all products in the France to England direction and Section “EN” refers to all products in the England to France direction.

D1.2.15. Each Section shall comprise a maximum of two products.

Target for each product of Open Season Units

D1.2.16. The quantity of Open Season Units to be auctioned for each product in a given Section will be divided into Blocks across products of Open Season Units with different Product Periods in accordance with one of the following options:

- (a) eighty (80) Blocks in the form of Open Season Units with a Product Period of five (5) years; or
- (b) zero (0) to thirty (30) Blocks in the form of Open Season Units with a Product Period of three (3) years and fifty (50) to eighty (80) Blocks in the form of Open Season Units with a Product Period of five (5) years; or
- (c) zero (0) to sixty (60) Blocks in the form of Open Season Units with a Product Period of ten (10) years and twenty (20) to eighty (80) Blocks in the form of Open Season Units with a Product Period of five (5) years.

D1.2.17. The quantity available for each product, measured in Blocks, is the Target for that product.

D1.2.18. The sum of the Targets for both products in a Section shall not exceed eighty (80) Blocks

D1.2.19. After the commencement of the Bidding Period, the Auction Manager will not change the Target for each product except in the circumstances described in Rule D1.2.20.

D1.2.20. If, at the end of Round 1, demand for a product is less than the Target for that product, the Auction Manager may:

- (a) reduce the Target for that product by a number of Blocks not greater than the volume lacking in demand; and
- (b) make a corresponding increase in the Target for the other product in the same Section.

For the avoidance of doubt, if demand in Round 1 exceeds the Target for every product in a given Section, the Auction Manager may not change the Target for either of the products in that Section.

D1.2.21. The Auction Manager will notify the Open Season Users of any change to the Target for a product made in accordance with Rule D1.2.20 prior to the commencement of Round 2.

Product Periods of Open Season Units

D1.2.22. The duration of the Product Period of Open Season Units in each product:

- (a) shall not be greater than ten (10) years; and
- (b) shall not be shorter than three (3) years.

D1.2.23. The Product Period of Open Season Units shall not extend beyond the twentieth (20th) year from the Operational Start Date.

Acquisition of Open Season Units

D1.2.24. Where the Auction Manager accepts a Bid by allocating to an Open Season User one or more Open Season Unit(s) in accordance with these Rules, then the Open Season User will acquire such Open Season Unit(s) for the Unit Price on the terms and conditions of these Rules, the relevant Auction Specification and the Open Season User Agreement. The rights and obligations of Open Season Unit Holders are set out in these Rules and the Open Season User Agreement.

D1.2.25. If a change in any currency of a country occurs, these Rules may be amended to the extent ElecLink (acting reasonably and after consultation with the User) determines that it is necessary to reflect the change. Such change includes, but is not limited to, any Participating Member State leaving the euro or the euro ceasing to be the lawful currency of the Member States participating in the European Monetary Union. Such amendments may include the redenomination of the currency of liabilities and obligations under these Rules.

Rule D1.3: Overview of Bidding

Auction format

D1.3.1. The Auction process for Open Season Units will be undertaken in Rounds. In each Round, the Auction Manager will state the Going Price (in €/MWh) for each product of Open Season Units.

D1.3.2. The Going Price is deemed to be exclusive of Taxes.

D1.3.3. In each Round, the Open Season User may submit Bids for both products in both Sections at the same time.

D1.3.4. In each Bid, the Open Season User must state, for each product, the number of Blocks it wishes to buy at the Going Price announced by the Auction Manager.

D1.3.5. Every Bid is a binding and irrevocable offer to purchase the product at the Going Price at which the Bid is made. By submitting a Bid, the Open Season User is declaring that it stands ready, willing and able to purchase the Blocks that it bid, or any subset of the quantity corresponding to these Blocks (in whole MW) that it may be allocated by the Auction Manager, at the Going Price for the product.

D1.3.6. If the total number of Blocks bid for a given product is greater than the Target for that product, in the forthcoming Round the Auction Manager will increase the price for that product by one Increment.

D1.3.7. In the subsequent Round, Open Season Users may submit Bids for both products in both Sections again.

D1.3.8. The Open Season User must not increase, from one Round to the next, the total number of Blocks it bids across both products in the same Section. In any given Round, the total number of Blocks bid by an Open Season User across both products in a given Section must not exceed

the total number of Blocks that the Open Season User bid, in the preceding Round, across both products in the same Section.

D1.3.9. The Open Season User may (subject to the express provisions of these Rules) decrease, from one Round to the next, the number of Blocks it bids on a particular product by making a request to Withdraw Blocks in accordance with Rules D1.5.7 - D1.5.11 and Rule D1.5.16. If the Open Season User makes a request to Withdraw Blocks from one or both products in a given Section, then the number of Blocks that the Open Season User may bid, in subsequent Rounds, across both products in that Section will (subject to the express provisions of these Rules) be reduced accordingly. The Open Season User's request to Withdraw Blocks may be denied by the Auction Manager in accordance with Rules D1.5.18 - D1.5.23.

D1.3.10. The Open Season User may Switch Blocks from one product in a Section to the other product in the same Section by making a request to Switch Blocks in accordance with Rules D1.5.12 - D1.5.16. The Open Season User is not permitted to request a Switch from a product in Section FR to a product in Section EN or a Switch from a product in Section EN to a product in Section FR. The Open Season User's request to Switch Blocks may be denied by the Auction Manager in accordance with Rules D1.5.24 - D1.5.28.

D1.3.11. In any given Round, if the total number of Blocks bid on a given product does not exceed the Target for that product, the Going Price for that product will not increase in the forthcoming Round. However, as the Open Season Auction progresses and the Going Price for the other product in the same Section increases, Open Season Users may Switch Blocks from one product to the other and, as a result, cause the number of Blocks bid on that particular product to exceed the respective Target again. This will cause the Going Price for the product to increase again in subsequent Rounds.

D1.3.12. If the Open Season User has submitted a Bid for a product and the Going Price for that product does not increase in the forthcoming Round, then in the forthcoming Round the Open Season User may not :

(a) Withdraw Blocks from that product; or

(b) Switch Blocks from that product to the other product in the same Section.

D1.3.13. The Winning Bidders for each product will be determined in accordance with Rule D1.7 when bidding has closed for all products in a given Section.

D1.3.14. Except in the circumstances described in Rules D1.8 and D1.9, a Winning Bidder is awarded the full number of Blocks allocated to it by the Auction Manager pursuant to Rule D1.7.4.

Increments

D1.3.15. The Increment is specific to each product in the Auction. The Increment may be set as an absolute value or as a percentage of the Going Price for the product in the previous Round. The Increment for each product will be expressed in multiples of 0.5 Euro cents per MWh.

D1.3.16. In any given Round, the Auction Manager will set the Increment in accordance with the Price Increment Formula for the relevant product. The Price Increment Formula may take into consideration factors including, but not limited to, the level of Excess Demand for each product and the relative level of demand for products within the same Section or across different Sections.

Rounds

D1.3.17. No later than one (1) Business Day before the day of the commencement of the Bidding Period, the Auction Manager will provide to all Open Season Users that have received an Eligibility Notice in accordance with Rule B2 a timetable for the first day of the Open Season Auction specifying, in particular, the time at which Round 1 will start.

D1.3.18. Round 1 will start not earlier than 10:00 hours CET and not later than 16:00 hours CET on the day of the start of the Bidding Period.

D1.3.19. Each Round will be divided into three (3) phases:

- (a) the Bidding Phase;
- (b) the Calculating Phase; and
- (c) the Reporting Phase.

D1.3.20. In the Bidding Phase, Open Season Users must submit their Bids for each product at the Going Prices announced by the Auction Manager.

D1.3.21. The Calculating Phase will commence immediately after the Bidding Phase. In the Calculating Phase, the Auction Manager will tabulate the results of the Bidding Phase and set the Going Price of each product for the forthcoming Round. During the Calculating Phase, Open Season Users cannot submit Bids and do not yet have access to the results of the Bidding Phase.

D1.3.22. The Reporting Phase commences immediately after the Calculating Phase. In the Reporting Phase, the Auction Manager will:

- i. notify all participating Open Season Users of:
 - (a) the Going Price for each product in the forthcoming Round; and
 - (b) the Range of Total Excess Demand in each Section for the preceding Round.
- ii. report privately to each participating Open Season User:
 - (a) the number of Blocks bid by the Open Season User for each product at the respective Going Price;
 - (b) the Open Season User's Eligibility for the next Round, calculated in accordance with Rule D1.5.6;
 - (c) whether the Open Season User's request(s) to Withdraw Blocks or Switch Blocks under Rules D1.5.7 – D1.5.16 have been accepted;

- (i) if the Open Season User's request(s) to Withdraw Blocks or Switch Blocks have been accepted, the Auction Manager reports this to the Open Season User;
 - (ii) if some or all of the Open Season User's requests to Withdraw Blocks have been denied pursuant to Rules D1.5.18 - D1.5.23, the Auction Manager reports to the Open Season User the number of Withdrawn Blocks which have been retained and the respective Exit Price;
 - (iii) if some or all of the Open Season User's requests to Switch Blocks have been denied pursuant to Rules D1.5.24 - D1.5.28, the Auction Manager reports to the Open Season User the number of Switched Blocks which have been retained and the price at which such Switched Blocks have been retained;
 - (d) the number of Withdrawn Blocks (in relation to the Open Season User), which had been retained in a previous Round, that are now being released in accordance with Rules D1.5.21 - D1.5.23;
 - (e) the number of Switched Blocks (in relation to the Open Season User) which had been retained in a previous Round and which have been Outbid pursuant to Rules D1.5.26 - D1.5.28; and
 - (f) the Open Season User's Free Eligibility, calculated in accordance with Rule D1.5.27;
- D1.3.23. The minimum duration of each phase will be as follows:
- (a) Bidding Phase: minimum of ten (10) minutes;
 - (b) Calculating Phase: no minimum duration; and
 - (c) Reporting Phase: minimum of five (5) minutes.
- D1.3.24. The three (3) phases (individually or collectively) are subject to no maximum duration, however:
- (a) the duration of the Bidding Phase will typically last between ten (10) and twenty (20) minutes, unless one or more Open Season Users request an Extension in accordance with Rule D1.4;
 - (b) the combined duration of the Calculating Phase and the Reporting Phase will typically be less than thirty (30) minutes unless the Auction Manager requests a Time-Out in accordance with Rule D1.4.6.
- D1.3.25. The Auction for Open Season Units does not have a pre-determined number of Rounds or a set time at which it ends. The bidding in each Section is separate and may end at different times. The Auction ends when the bidding in both Sections has closed. If the Auction lasts more than one (1) Business Day, the Auction Manager will provide to all participating Open Season Users a timetable for the following bidding day in the evening of the previous Business Day.

Rule D1.4: Extensions or Time-Outs in the Auction

D1.4.1. Open Season Users or the Auction Manager may extend or Time-Out (as the case may be) the Auction in accordance with this Rule D1.4.

Request for Extension by the Open Season Users

D1.4.2. During the Bidding Phase, an Open Season User may extend the Auction by requesting an Extension. An Open Season User may request a maximum of two (2) Extensions during the Auction.

D1.4.3. Each Extension will last fifteen (15) minutes, unless specified otherwise by the Auction Manager and notified by the Auction Manager to the Open Season Users by message in the Open Season Auction Software prior to the start of the Bidding Phase.

D1.4.4. If an Open Season User requests an Extension, such a request extends the Bidding Phase of the Round for all Open Season Users and for both Sections.

D1.4.5. If there are multiple requests for an Extension during the Bidding Phase of any given Round, the Extensions will proceed concurrently and the Bidding Phase of the relevant Round will be extended by only fifteen (15) minutes or such other period of time as may be specified by the Auction Manager pursuant to Rule D1.4.3. For the avoidance of doubt, an Open Season User may request a maximum of two (2) Extensions during the Auction irrespective of whether there are multiple requests for an Extension during the Bidding Phase of the same Round or not.

Time-Out imposed by the Auction Manager

D1.4.6. The Auction Manager may impose a Time-Out at any time during a Round. A Time-Out will typically last no more than fifteen (15) minutes. However, the Auction Manager reserves the right to extend the duration of the Time-Out, if in the reasonable opinion of the Auction Manager this is necessary for the proper conduct of the Auction.

Rule D1.5: Bidding Rules for each Section

Overview

D1.5.1: This Rule D1.5 details (a) the possible Bids that an Open Season User is permitted to submit in the Auction for Open Season Units, and (b) the terms and conditions governing such Bids. This Rule D1.5 applies separately to each Section without limiting any other Rule or provision of the Open Season User Agreement.

Round 1

D1.5.2: In the Bidding Phase of Round 1, the Open Season User must submit, for each product in each Section, a Bid identifying the number of Blocks being bid for at the Going Price for each product.

D1.5.3: In Round 1, the total number of Blocks an Open Season User may submit a Bid for across both products in a Section must not exceed the Open Season User's Initial Eligibility for that Section.

D1.5.4: The Auction Manager will refuse any Bid that does not comply with Rule D1.5.3.

Round 2 and subsequent Rounds

D1.5.5: In the Bidding Phase of Round 2 and of all subsequent Rounds, the Open Season User must submit, for each product in each Section, a Bid identifying the number of Blocks being bid for at the Going Price of each Round. The Open Season User may:

- (a) bid the same number of Blocks for each product as in the preceding Round; or
- (b) make a request to Withdraw Blocks or Switch Blocks in accordance with Rules D1.5.7 - D1.5.16.

D1.5.6: In Round 2 and in all subsequent Rounds, the total number of Blocks bid by the Open Season User, across all products in a given Section, must not exceed the Open Season User's Eligibility for that Section, calculated as follows:

- (a) in Round 2, the Open Season User's Eligibility for a given Section is equal to the total number of Blocks bid by the Open Season User, in Round 1, across all products in that Section.
- (b) in Round 3 and in all subsequent Rounds, the Open Season User's Eligibility equals the difference between:
 - i. The Eligibility of the Open Season User in the preceding Round; and
 - ii. The number of Blocks Withdrawn by the Open Season User in the preceding Round, calculated in accordance with Rules D1.5.7 - D1.5.11.

In Round 2 and in all subsequent Rounds, the Auction Manager will reject any Bid that does not comply with this Rule D1.5.6.

Withdrawals

D1.5.7: In Round 2 and in all subsequent Rounds, the Open Season User may request to Withdraw Blocks from a given product, only if the Going Price for that product has increased from the preceding Round.

D1.5.8: The Auction Manager shall accept the Open Season User's request to Withdraw Blocks from a given product except in the circumstances described in Rules D1.5.18 – D1.5.23.

D1.5.9: An Open Season User that requests to Withdraw Blocks must state an Exit Price for the Blocks to be Withdrawn. The Exit Price is the Open Season User's best and final offer for the number of Blocks which are to be Withdrawn. The Exit Price must be:

- (a) the same for all Blocks to be Withdrawn that correspond to the same product;
- (b) greater than or equal to the Going Price, in the preceding Round, of the product from which the Blocks are to be Withdrawn; and
- (c) less than the Going Price of that same product in the Round in which the request to Withdraw the relevant Blocks is being made.

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D1.5.10: An Open Season User that requests to Withdraw Blocks from more than one product is permitted to specify a different Exit Price for each product.

D1.5.11: If the Open Season User requests to Withdraw Blocks from a product in a given Section, the Open Season User's Eligibility for that Section in the subsequent Rounds is decreased by the number of Blocks Withdrawn, whether or not some of all of these Blocks are retained in accordance with Rules D1.5.18 – D1.5.23. An Open Season User that requests to Withdraw Blocks forfeits the right to bid these Blocks again on any product in the same Section in the subsequent Rounds.

Switches

D1.5.12: In Round 2 and in all subsequent Rounds, an Open Season User may make a request to Switch Blocks pursuant to Rules D1.5.13 – D1.5.14.

D1.5.13: In Round 2 and in all subsequent Rounds, an Open Season User may make a request to Switch Blocks from product A to product B in the same Section, only if the Going Price for product A has increased from the preceding Round.

D1.5.14: An Open Season User is permitted to remove, through a Switch, one or more Blocks from product A and increase, by a corresponding amount, the number of Blocks bid on product B in the same Section, even if the Going Price for product B has not increased from the previous Round.

D1.5.15: The Auction Manager shall accept the Open Season User's request to Switch Blocks from product A to product B in the same Section except in the circumstances described in Rules D1.5.24 – D1.5.27.

Simultaneous Withdrawals and Switches

D1.5.16: In Round 2 and in all subsequent Rounds, an Open Season User may make both a request to Withdraw Blocks and a request to Switch Blocks in the same Round.

Filling the Target for each product

D1.5.17: In any given Round, the Auction Manager must achieve the Target for each product in the following order:

- i. firstly, the Auction Manager utilises the Blocks bid at the Going Price of the relevant Round;
- ii. secondly, if the total number of Blocks bid at the Going Price of the relevant Round is less than the Target for the product, the Auction Manager will deny, to the extent necessary, the Open Season Users' requests to Withdraw Blocks in accordance with Rules D1.5.18 – D1.5.23 and will utilise the relevant Withdrawn Blocks to achieve the Target; and
- iii. thirdly, if the total number of Blocks specified in Rule D1.5.17 (i) – (ii) is less than the Target for the product, the Auction Manager will deny, to the extent necessary, the

Open Season Users' requests to Switch Blocks in accordance with Rules D1.5.24 – D1.5.28 and will utilise the relevant Switched Blocks to achieve the Target.

Denied Withdrawals

D1.5.18: In any given Round, if the total number of Blocks bid on a particular product at the Going Price for the product is less than the Target for that product, the Auction Manager will deny some or all of the requests to Withdraw Blocks so as to achieve the Target for that product.

D1.5.19: If some or all of the requests to Withdraw Blocks are denied in accordance with Rule D1.5.18, the Auction Manager will retain the Withdrawn Blocks starting with those Blocks with the highest Exit Price first. The Withdrawn Blocks will be retained at the Exit Price stated by the Open Season User in accordance with Rule D1.5.9. For the avoidance of doubt, the Open Season User, whose Withdrawn Blocks are retained, must surrender the Eligibility corresponding to such Withdrawn Blocks, even if such Withdrawn Blocks are retained.

D1.5.20: If two or more Open Season Users have stated the same Exit Price and the Auction Manager must retain some but not all of the Withdrawn Blocks from such Open Season Users, the Auction Manager will determine, for each Withdrawn Block that must be retained at a time, the Open Season User whose Withdrawn Blocks will be retained using a random draw.

i. For the first Withdrawn Block that must be retained, the probability that an Open Season User is chosen is equal to:

(a) the number of Withdrawn Blocks that the Open Season User has bid at the Exit Price,
divided by

(b) the total number of Withdrawn Blocks with the same Exit Price.

ii. If further Withdrawn Blocks must be retained at the Exit Price, the probability that any one Open Season User is chosen is equal to:

(a) the number of Withdrawn Blocks that the Open Season User has bid at the Exit Price which have not yet been retained,
divided by

(b) the total number of Withdrawn Blocks with the same Exit Price which have not yet been retained.

iii. The Auction Manager repeats the procedure described in Rule D1.5.20 (ii) for every Withdrawn Block that must be retained.

D1.5.21: Withdrawn Blocks, which have been retained, will be released (and the Open Season User's request to Withdraw such Blocks will be accepted), if in a subsequent Round:

(a) new Blocks are bid on the same product at the Going Price; and

(b) such new Blocks can serve to achieve the Target for the product in place of the Withdrawn Blocks which have been retained.

D1.5.22: Withdrawn Blocks will be released, in accordance with Rule D1.5.21, starting with those Blocks with the lowest Exit Price first. Withdrawn Blocks subject to this Rule D1.5.22 will be irrevocably removed from the Auction.

D1.5.23: If Withdrawn Blocks from more than one Open Season User have been retained at the same Exit Price and only some of those Blocks can be released in accordance with Rule D1.5.21, the Auction Manager will determine the Open Season User whose retained Blocks will be released using a random draw.

i. For the first retained Block to be released, the probability that an Open Season User is chosen is equal to:

(a) the number of Withdrawn Blocks retained from that Open Season User at the Exit Price,

divided by

(b) the total number of Withdrawn Blocks retained at the same Exit Price.

ii. If further retained Blocks must be released, the probability that an Open Season User is chosen is equal to:

(a) the number of Withdrawn Blocks retained from that Open Season User at the Exit Price, which have not already been released,

divided by

(b) the total number of Withdrawn Blocks retained at the same Exit Price, which have not already been released.

iii. The Auction Manager repeats the procedure described in Rule D1.5.23 (ii) until the required number of retained Blocks has been released.

Denied Switches

D1.5.24: In any given Round, the Auction Manager will deny requests to Switch Blocks as necessary to achieve the Target for a product after all Withdrawn Blocks for that product, if any, have been retained in accordance with Rules D1.5.18 - D1.5.20. The Blocks relating to denied Switches will be retained at the Going Price of the product in the preceding Round.

D1.5.25: If two or more Open Season Users have requested to Switch Blocks from a given product and some but not all of the Switched Blocks must be retained in accordance with Rule D1.5.24, the Auction Manager will determine, for each Switched Block at a time, the Open Season User(s) whose Switched Block(s) will be retained using a random draw.

i. For the first Switched Block that must be retained, the probability that an Open Season User is chosen is equal to:

- (a) the number of Blocks that the Open Season User has requested to Switch from the product,
divided by
 - (b) the total number of Blocks that all Open Season Users have requested to Switch from that product in the same Round.
- ii. If further Switched Blocks must be retained, the probability that an Open Season User is chosen is equal to:
 - (c) the number of Blocks that the Open Season User has requested to Switch from the product, which have not already been retained,
divided by
 - (d) the total number of Blocks that all Open Season Users have requested to Switch from the product in the same Round and which have not already been retained.
- iii. The Auction Manager will repeat the procedure described in Rule D1.5.25 (ii) until the Target for the product is achieved.

D1.5.26: A Switched Block which has been retained may be Outbid, if in a subsequent Round:

- (a) new Blocks for the same product are bid at the Going Price for that product; and
- (b) such new Blocks can serve to achieve the Target for that product in place of the Switched Blocks which have been retained.

D1.5.27: An Outbid Block relating to an Open Season User is subject to the following conditions:

- i. if the Block was Outbid by another Open Season User, the relevant Outbid Block becomes Free Eligibility in the forthcoming round. A Block of Free Eligibility must be bid by the Open Season User in the Round in which it becomes available. Otherwise, the Open Season User's Eligibility for that Block will be lost. A Block of Free Eligibility can be bid on any product in the same Section. If the Open Season User does not bid the Block of Free Eligibility, the relevant Block is considered to be Withdrawn. When a Block of Free Eligibility is Withdrawn, the Open Season User is not allowed to state an Exit Price and the Block will not be retained by the Auction Manager in the circumstances described in Rules D1.5.18 – D1.5.20.
- ii. if the Block was Outbid by the Open Season User itself, the relevant Outbid Block is deemed as a Block bid by the Open Season User at the Going Price for the product. For the avoidance of doubt, if an Open Season User had one or more Switched Blocks retained for a product and bids new Blocks on this same product at the Going Price, the Open Season User will be deemed to have bid all Blocks (both the new Blocks and the Switched Blocks which had been retained) at the Going Price. In such case, the Outbid Blocks become Blocks that are bid at the Going Price.

D1.5.28: If, for a given product, Switched Blocks from more than one Open Season User have been retained and not all of these Switched Blocks are Outbid, the Auction Manager will determine, for each Switched Block at a time, the Open Season User whose Switched Block(s) will be Outbid using a random draw.

- i. For the first Switched Block to be Outbid, the probability that an Open Season User is chosen is equal to:
 - (a) the total number of Switched Blocks associated with the Open Season User which have been retained for the product,
divided by
 - (b) the total number of Switched Blocks, associated with all Open Season Users, which have been retained for the same product.
- ii. For each subsequent Switched Block to be Outbid, the probability that an Open Season User is chosen is equal to:
 - (a) the total number of Switched Blocks, associated with the Open Season User which have been retained for the product, and which have not already been Outbid,
divided by
 - (b) the total number of Switched Blocks, associated with all Open Season Users, for the same product, which have not already been Outbid.
- iii. The Auction Manager will repeat the procedure described in Rule D1.5.28 (ii) until the required number of Switched Blocks has been Outbid.

Rule D1.6: Failure to submit a Bid

D1.6.1: An Open Season User with positive Eligibility must submit a Bid in every Round of the Auction, even if the Bid remains unchanged from the preceding Round or if the Going Price for the product has not increased from the preceding Round.

D1.6.2: If an Open Season User with positive Eligibility does not submit a Bid during the Bidding Phase of the Round and the Open Season User has Extensions remaining pursuant to Rule D1.4, the Open Season User is automatically granted an Extension by the Auction Manager.

D1.6.3: If the Open Season User:

- (a) has already expended the Extensions permitted to it in accordance with Rule D1.4; or
- (b) does not submit a Bid during the Extension granted to it by the Auction Manager in accordance with Rule D1.6.2,

the Open Season User is a Default Bidder.

D1.6.4: A Default Bidder will be assigned a Default Bid in accordance with the following:

- i. In Round 1, the Default Bid will be zero (0) Blocks for each and every product;
- ii. In Round 2 and in all subsequent Rounds:
 - (a) If the Default Bidder had some Blocks of Free Eligibility, these Blocks will be Withdrawn and removed from the Auction;
 - (b) If, in the preceding Round, the Default Bidder did not submit a Bid for any Blocks on a particular product and, in the Reporting Phase of that Round, did not have any denied Withdrawals or denied Switches for the relevant product, the Default Bid will be zero (0) Blocks for that product;
 - (c) If, in the preceding Round, the Default Bidder had submitted a Bid for one or more Blocks on a particular product at the Going Price and the price for that product increased from the preceding Round to the present Round, the Default Bidder is deemed to have submitted a request to Withdraw the relevant Blocks at the Default Exit Price. In the event that such Blocks must be retained pursuant to Rule D1.5.18 in order to achieve the Target for the product, the relevant Blocks will be retained last and only after the application of the procedure described in Rule D1.5.20. In the event that Blocks from more than one Default Bidders must be retained, the Auction Manager will determine, for each Block at a time, the Default Bidder whose Block will be retained using a random draw.
 - i. For the first Block that must be retained, the probability that a Default Bidder is chosen is equal to:
 - (a) the number of Blocks associated with the Default Bidder for a given product;
divided by
 - (b) the total number of Blocks of all Default Bidders for the same product.
 - ii. If further Blocks must be retained, the probability that a Default Bidder is chosen is equal to:
 - (a) the number of Blocks associated with the Default Bidder for a given product, which have not yet been retained,
divided by
 - (b) the total number of Blocks associated with all Default Bidders for the same product, which have not yet been retained.
 - iii. The Auction Manager will repeat the procedure described in D1.6.4 (c) (ii) for each Block that must be retained from Default Bidders.
 - (d) If, in the preceding Round, the Default Bidder:

- i. submitted a Bid for one or more Blocks on a given product at the Going Price of the preceding Round; and/or
- ii. had Withdrawn Blocks retained; and/or
- iii. had Switched Blocks retained;

and the price for the product did not increase from the preceding Round to the present Round, then:

(a) if there is Excess Demand for the product in the present Round so that the price for the product will increase in the next Round, the following apply:

- i. all Blocks that the Default Bidder had previously bid at the Going Price of the preceding Round are bid again at the same price;
- ii. all Withdrawn Blocks that had been previously retained are released and the Default Bidder is discharged from any remaining obligation that relates to the relevant Blocks; and
- iii. all Switched Blocks that had previously been retained are Outbid and the Default Bidder is assigned Free Eligibility for the relevant Blocks.

(b) if there is no Excess Demand for the product in the present Round so that the price for the product will not increase in the next Round, the following apply:

- i. all Blocks that the Default Bidder had previously bid at the Going Price of the preceding round are bid again at the same price;
- ii. if any new Blocks are bid on the same product at the Going Price of the present Round, the Blocks associated with a Default Bidder's denied Switches are Outbid first (before the Blocks associated with the denied Switches of Non-Default Bidders). If there is more than one Default Bidder and not all of the Blocks associated with the denied Switches from such Default Bidders can be Outbid, then for each Switched Block that must be Outbid, the Auction Manager will determine the Default Bidder whose Switched Block will be Outbid using a random draw, in a procedure analogous to that used for Blocks associated with the denied Switches of Non-Default Bidders;
- iii. if any new Blocks are bid on the same product at the Going Price of the present Round, and if all Blocks associated with the denied Switches from both Default Bidders and Non-Default Bidders are Outbid, then any Withdrawn Blocks that have been retained from Default Bidders will be released first and, in any case, before the

Withdrawn Blocks of Non-Default Bidders. If there is more than one Default Bidder with retained Withdrawn Blocks and only some of the retained Withdrawn Blocks can be released, then the Auction Manager will determine at random, for each retained Withdrawn Block at a time, the Default Bidder whose retained Withdrawn Block be will released in a procedure analogous to that used for the retained Withdrawn Blocks of Non-Default Bidders.

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Rule D1.7: End of Auction

D1.7.1. The Auction closes at the same time for both products in the same Section.

D1.7.2. The Auction for both products in the same Section closes in the Reporting Phase of the first Round in which Total Excess Demand for a Section is less than or equal to zero (0) ("Final Round").

Winning Bidders

D1.7.3. When the Auction for both products in the same Section closes, Blocks are allocated to the Winning Bidders. The Winning Bidders for each product are determined in accordance with the following:

- (a) if, in the Final Round, the number of Blocks bid at the Going Price of the Final Round is equal to the Target for the product, the Winning Bidders are the Open Season Users that submitted valid Bids for the product at the Going Price of the Final Round;
- (b) if, in the Final Round, the number of Blocks bid at the Going Price of the Final Round is less than the Target for the product, then:
 - i. if Withdrawn Blocks have been retained in order to achieve the Target for the product, but no Switched Blocks have been retained, then the Winning Bidders are the Open Season Users that submitted valid Bids for the product at the Going Price of the Final Round and the Open Season Users that had Withdrawn Blocks retained.
 - ii. If Switched Blocks must be retained in order to achieve the Target for the product, the Winning Bidders are the Open Season Users that submitted Bids for the product at the Going Price of the Final Round, the Open Season Users that had Withdrawn Blocks retained (if any) and the Open Season Users with that had Switched Blocks retained.

D1.7.4. Except in the circumstances described in Rules D1.8 and D1.9, each Winning Bidder will be allocated, for each product, a quantity of Open Season Units corresponding (in MW) to the sum of:

- (a) the number of Blocks that the Winning Bidder bid for the product at the Going Price of the Final Round; and
- (b) the number of Blocks corresponding to the Winning Bidder's denied Withdrawals, if any, for that product in the Final Round; and
- (c) the number of Blocks corresponding to the Winning Bidder's denied Switches, if any, for that product in the Final Round.

D1.7.5. Open Season Users acknowledge and accept that their Bids may be partially accepted according to the methodology described in Rules D1.8 and D1.9.

Auction Price

D1.7.6. The Winning Bidders for a given product pay the Auction Price (in €/MWh) for that product, calculated in accordance with the following rule:

- (a) if the total number of Blocks bid on the product at the Going Price of the Final Round is equal to the Target for that product, then the Auction Price for that product is the Going Price of the Final Round; or
- (b) if the total number of Blocks bid on the product at the Going Price of the Final Round is less than the Target for that product, then:
 - i. if Withdrawn Blocks have been retained in order to achieve the Target for the product, but no Switched Blocks have been retained, then the Auction Price for the product is the Exit Price of the last Withdrawn Block that has been retained, i.e. the lowest Exit Price associated with a Withdrawn Block that has been retained;
 - ii. if Switched Blocks have been retained in order to achieve the Target for the product, then the Auction Price for that product is the price at which the Switched Blocks which were retained were last freely bid, i.e. the Going Price of the Round preceding the Round in which the relevant request to Switch was denied.

Rule D1.8: Open Season Contracted Revenue Target

D1.8.1. At the close of the Auction, ElecLink will calculate the Total Contracted Revenues from the Auction of Open Season Units.

D1.8.2. If the Total Contracted Revenues are greater than or equal to the Open Season Contracted Revenue Target, ElecLink will allocate Open Season Units to Winning Bidders in accordance with the terms and conditions of these Rules and the Open Season User Agreements.

D1.8.3. If the Total Contracted Revenues are less than the Open Season Contracted Revenue Target, ElecLink reserves the right not to allocate Open Season Units to Winning Bidders, in which case ElecLink shall have no liability or obligation whatsoever to any Open Season User arising from the Auction or in relation to the products or Open Season Units which were the subject of the Auction. ElecLink will notify the Winning Bidders as soon as practicable regarding any decision by ElecLink not to allocate Open Season Units and, in any case, by no later than one Business Day after the last day of the Financial Close Period.

D1.8.4. After the close of the Auction, the Auction Manager will inform all Open Season Users if the Total Contracted Revenues from the Auction of Open Season Units are greater than or equal to the Open Season Contracted Revenue Target.

D1.8.5. The Open Season Contracted Revenue Target will not be disclosed either prior to, during or after the Auction for Open Season Units and ElecLink's determination of whether the Total

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Contracted Revenues are greater than, equal to or less than the Open Season Contracted Revenue Target shall be final and binding on the Open Season Users.

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Rule D1.9: Open Season Revenue Cap

D1.9.1: In accordance with the Exemption Decision, the present value of the Open Season Revenues shall not exceed an amount determined in advance of the Auction by ElecLink in accordance with the Exemption Decision (the “Open Season Revenue Cap”). The Open Season Revenue Cap will not be disclosed either prior to, during or after the Auction of Open Season Units and ElecLink’s determination of whether the Open Season Revenues exceed the Open Season Revenue Cap shall be final and binding on the Open Season Users.

D1.9.2: If, at the close of the Auction, the present value of the Open Season Revenues exceeds the Open Season Revenue Cap, the quantity of Open Season Units (in MW) allocated to Winning Bidders will be reduced in accordance with Rule D1.9.3 until such point that the present value of the Revised Open Season Revenues does not exceed the Open Season Revenue Cap. The Auction Price for the products in the relevant Auction will not be changed.

D1.9.3: If it is necessary to reduce the quantity (in MW) allocated to Winning Bidders in accordance with Rule D1.9.2, the Auction Manager will apply the following procedure:

- (a) for each product in each Section, Winning Bidders that were allocated a quantity greater than 10 MW will be ranked using a random draw;
- (b) starting with the product with the shortest Product Period in Section EN, a quantity of 1 MW will be deducted from the quantity allocated to the highest ranked Winning Bidder followed by the next ranked Winning Bidder. Following the iterative process described in this Rule D1.9.3(b) the relevant quantity will be deducted until one of the following conditions is met:
 - i. the present value of the Revised Open Season Revenues does not exceed the Open Season Revenue Cap; or
 - ii. a quantity of 1 MW has been deducted from the quantity allocated to all Winning Bidders for that product.
- (c) if, after the application of the procedure described in Rule D1.9.3(b), the present value of the Revised Open Season Revenues still exceeds the Open Season Revenue Cap, the same procedure will be repeated for the remaining products in the following order:
 - i. first, the product with the longest Product Period in Section EN;
 - ii. second the product with the shortest Product Period in Section FR; and
 - iii. third, the product with the longest Product Period in Section FR.
- (d) if, after the application of the procedure described in Rule D1.9.3 (c) , the present value of the Revised Open Season Revenues still exceeds the Open Season Revenue Cap, the Auction Manager will repeat the procedure described in Rule D1.9.3 (b) - (c) for each product in each Section until the present value of the Revised Open Season Revenues no longer exceeds the Open Season Revenue Cap;
- (e) if, after the application of the procedure described in Rule D1.9.3 (a) - (d), the quantity allocated to a Winning Bidder is reduced to 10 MW, such Winning Bidder will be

excluded from the ranking and will not be subject to any further deductions except in the circumstances described in Rule D1.9.3 (f) below;

- (f) if, after the application of the procedure described in Rule D1.9.3 (a) - (e), the quantity allocated to all Winning Bidders for all products has been reduced to 10 MW and further deductions are necessary, the Auction Manager will apply the procedure described in Rule D1.9.3 (g);
- (g) for each product in each Section, all Winning Bidders will be ranked again using a random draw. The Auction Manager will repeat the procedure described in Rule D1.9.3 (b) - (d) for each product in each Section until the present value of the Revised Open Season Revenues no longer exceeds the Open Season Revenue Cap.

Rule D1.10: Publication of results

D1.10.1. ElecLink will publish the results of the Open Season Auction as soon as practicable and within five (5) Business Days after the later of:

- (a) The last day of the Financial Close Period; and
- (b) The day the Auction closed.

D1.10.1. In accordance with the Exemption Decision, the results will state:

- (a) the names of the Winning Bidders;
- (b) for each product allocated through the Open Season Auction:
 - i. the total quantity (in MW) allocated;
 - ii. the breakdown of the allocated quantity (in MW) across Winning Bidders on an anonymised basis;
 - iii. the Product Period; and
 - iv. the Auction Price.

Rule D1.11: Cancellation, suspension, deferral

D1.11.1. The Auction Manager may be forced to cancel, suspend or defer an Auction of Open Season Units for reasons of Force Majeure or in the unlikely event of unavailability of the Open Season Auction Software or technical difficulties before or during the course of the Auction itself.

D1.11.2. The Auction Manager will notify eligible Open Season Users as soon as practicable of any cancellation, suspension or deferral of the relevant Auction as well as of the reasons for cancelling, suspending or deferring the Auction.

D1.11.3. The Auction Manager may defer the dates or times of an Auction for Open Season Units by notifying eligible Open Season Users of the revised date or time of such Auction. In this event, the Bidding Period will open and close at the revised time as notified by the Auction Manager.

Only Bids submitted during the revised Bidding Period and confirmed by the Auction Manager will be valid.

D1.11.4. If an Auction of Open Season Units is deferred pursuant to Rule D1.11.3, the Auction Manager may notify that the Maximum Starting Price and the Minimum Starting Price for the products in the Auction must be revised. In this event, the Auction Manager will request Open Season Users to revise their indicative offers on the basis of the revised Maximum Starting Price and the revised Minimum Starting Price and the Open Season Users shall promptly comply with such request.

Rule D1.12: Enduring limits for Open Season Unit Holders

D1.12.1. If, at any time after the award of contracts to Open Season Users in accordance with these Rules and the terms and conditions of the Open Season User Agreements, an Open Season Unit Holder and its Relating Undertaking(s) obtain a Market Share of more than 40% in France and/or in Great Britain, then the Open Season Unit Holder must notify ElecLink, by email or fax and accompanied by a phone call, immediately and in any case not later than 10 Business Days after the date on which the Unit Holder's Market Share exceeded 40% (a "Market Share Notice").

D1.12.2. The Market Share Notice must:

- (a) state the Market Share of the Open Season Unit Holder and its Related Undertaking(s) in France and in Great Britain;
- (b) state the total number of Open Season Units held by the Open Season Unit Holder; and
- (c) subject to Rule D1.12.3 specify the process and the timetable for the sale of such number of Open Season Units (the "Excess Units") as will result, by no later than the completion of the next forthcoming Medium Term Auction, in the total number of Open Season Units held by the Open Season Unit Holder being no greater than 200 MW in the direction of import to the market in which the Open Season Unit Holder and its Related Undertaking(s) hold a Market Share of more than 40%.

D1.12.3. The Open Season Unit Holder must offer for Resale the Excess Units in the next forthcoming Medium Term Auction or ensure the Capacity Transfer of the Excess Units before the completion of the next forthcoming Medium Term Auction, in accordance with the Market Share Notice and the process described in Rule E4 (Secondary Market).

D1.12.4. To the extent that the Open Season Unit Holder does not sell the Excess Unit(s) in accordance with the Market Share Notice, it will lose the right to use such Excess Unit(s). In the event that two or more Open Season Units Holders, falling within the scope of this Rule D1.12, are Related Undertakings, each Open Season Unit Holder will lose a portion of its Open Season Units (rounded up to the nearest MW), calculated as follows:

- (a) number of Open Season Units held by the Open Season Unit Holder divided by the cumulative number of Open Season Units held by all Open Season Unit Holders who are Related Undertakings.

multiplied by

(b) the number of Excess Units.

D1.12.5. Subject to Rules E7 and E8, Excess Units resulting from the process described in Rule D1.12.4 are then subject to the following:

(a) these Excess Unit(s) will be unavailable for subsequent use by the Open Season Unit Holder;

(b) the Open Season Unit Holder's rights and obligations in relation to its other Open Season Units, whether Unused or not Unused, will not be affected; and

(c) the Open Season Unit Holder must still pay ElecLink for its Excess Unit(s), except where such Open Season Excess Units were acquired in a Capacity Transfer in accordance to Rule E4.4.12.

D1.12.6. ElecLink will make the Excess Unit(s) available in the appropriate Medium Term Auction or Daily Auction if in ElecLink's reasonable opinion the Open Season Unit Holder has not complied with Rules D1.12.2 and D1.12.3.

D1.12.7. The proceeds of the sale of the Excess Units specified in Rules D1.12.4 – D1.12.6 will be paid by ElecLink to the Open Season Unit Holder at the Auction Price of such Medium Term Auction or Daily Auction.

D1.12.8. If at any time, the Open Season Unit Holder fails to satisfy the requirements in Rule D1.12.1, Rule D1.12.2 and Rule D1.12.3, or the Open Season Unit Holder's actions or omissions result in ElecLink being unable to make the Excess Units available in the appropriate Medium Term Auction or Daily Auction as specified in Rule D1.12.6, the Open Season Unit Holder is liable for and must indemnify ElecLink against any and all liability, claims, payments, costs and expenses (arising directly or indirectly from such failure, action or omission), including but not limited to any penalty imposed by the French Regulator and/or the GB Regulator in accordance with the Exemption Decision and all or any powers in connection therewith.

D1.12.9. If ElecLink has reasonable cause to suspect that an Open Season User or Open Season Unit Holder and its Related Undertaking(s) have a Market Share of more than 40%, the Open Season User or the Open Season Unit Holder must promptly respond, to ElecLink's reasonable satisfaction, to any requests by ElecLink for the provision of information in relation to such Market Share.

Rule D2: Auction Rules for Medium Term, Daily and Intraday Auctions

Rule D2.1: Introduction

Scope

D2.1.1 This Rule D2 sets out the Rules relating to the Auction processes for Medium Term, Daily and Intraday Units.

Structure

Structure

~~D~~D2.1.2 ~~D~~Rule D2 is divided into seven Rules as follows:

- (a) Rule ~~D4~~D2.1: Introduction;
- (b) Rule D2.2: Types of Auctions;
- ~~(c)~~ — Rule ~~D3~~D2.3: Medium Term Auctions;
- ~~(d)~~(c) — Rule ~~D4~~: Daily Auctions;
- (d) — Rule ~~D5~~D2.4: Daily Auctions;
- (e) Rule D2.5: Intraday Auctions;
- (f) Rule ~~D6~~D2.6: Submission of Bids for Medium Term, Daily and Intraday Auctions; and
- (g) Rule ~~D7~~D2.7: Allocation for Medium Term, Daily and Intraday Units.

Rule D2.2: Types of Auctions and General Procedures

Types of Auctions

Types of Auctions

D2.2.1.1 The Interconnector Capacity made available by ~~the Operators~~ElecLink via a combination of Open Season, Medium Term, Daily and Intraday Auctions ~~shall~~will reflect the total Interconnector Capability.

D2.2.1.2 Subject to Rule D2.2.8, ~~the Operators~~ElecLink will use the following procedures for Medium Term, Daily and Intraday Auctions:

- (a) Auctions for ~~Long~~Medium Term Units, ~~using~~will follow the procedure described in Rule ~~D3~~D2.3;
- (b) Auctions for Daily Units (but only as a fall back when the Implicit Daily Auction is unavailable), ~~using~~will follow the procedure described in Rule ~~D4~~D2.4; and
- ~~(c)~~ — Auctions for Intraday Units, ~~using~~will follow the procedure described in Rule ~~D5~~.
- (c) — D2.5.

D2.2.1.3 The different types of Auctions referred to above and throughout this Rule D2.2 are explicit closed Auctions (i.e. Auctions are for Interconnector Capacity only and Users have no visibility of other Users' Bids).

What will be auctioned?

~~Auctions are for Interconnector Capacity only and Users have no visibility of other Users' Bids~~

What will be auctioned?

D2.2.2 Each Auction will be of Units. Units will be divided into categories as specified by ~~the Operators~~ ElecLink by designating, in respect of each category of Unit:

- (a) the direction of Units in that category, which will either be "England to France" or "France to England";
- (b) the duration of the Product Period of Units in that category;
- (c) the applicable Unit Validity Times of Units being sold in a relevant Auction;
- (d) any other terms applicable to that category of Unit; and
- (e) the Planned Outage Period(s) ~~if any~~, if any.

Separate and concurrent Auctions

D2.2.3 Each category of Unit will be auctioned separately. Units having non-overlapping Unit Validity Times may be auctioned in the same Auctions. Daily and Intraday hourly Units will be auctioned respectively in single Auctions. Separate Auctions may be conducted concurrently.

Acquisition of Units

D2.2.4 Where ~~the Operators accept~~ ElecLink accepts any Bid by allocating one or more Units to a User in accordance with these Rules, then the User will acquire such Unit(s) for the Unit Price on the terms and conditions of these Rules and the relevant Auction Specification. The rights and obligations of Unit Holders are set out in these Rules.

Publication of preliminary results

D2.2.5.1 ~~The preliminary~~ Preliminary results will be published as follows, and only on the CMS and only for the following Auctions:

- (a) for each ~~Long~~ Medium Term Auction as soon as practicable and within two (2) ~~Hours~~ hours after the end of the Bidding Period;
- (b) for each Explicit Daily Auction invoked prior to the Implicit Daily Auction Window, as soon as practicable and within thirty (30) minutes after the end of the Bidding Period.

D2.2.5.2 The preliminary results are non-binding and ~~shall~~ will be for information purposes only.

D2.2.5.3 Each User may consult only its own preliminary results on the CMS. The preliminary results are detailed per Auction and per User.

D2.2.5.4 ~~Should the Operators not publish the~~ Where preliminary results are not published within the relevant ~~timeframe, the Operators~~ timeframes described in Rule D2.2.5.1, ElecLink will keep the

Users informed of the new timeframe of publication and/or any other consequences related to the relevant results. ~~Checking of the preliminary Results by Users~~

Checking of the preliminary Results by Users

- D2.2.6.1 The User agrees to check the Auction results and, where reasonably appropriate, query ~~Long~~Medium Term and Explicit Daily Auction preliminary results within the times as follows:
- (a) for ~~Long~~Medium Term Auctions: no later than two (2) hours after the Medium Term Auction preliminary results have been published on the CMS;
 - (b) for Explicit Daily Auctions and subject to ~~the~~Rule D2.2.5.1 (b) no later than ten (10) minutes after the Explicit Daily Auction preliminary results have been published on the CMS.
- D2.2.6.2 Any query pursuant to Rule D2.2.6.1 has to be marked as such, supported with full details and be sent by ~~fax~~email or fax accompanied by a phone call to ~~the Operators~~.ElecLink's helpdesk. Only queries where the User believes there is an error in the Auction results ~~shall~~will be considered.
- D2.2.6.3 If the User does not query the preliminary Auction result within the times specified in Rule D2.2.6.1 and ~~under~~in accordance with the ~~conditions~~requirements specified ~~above~~in Rule D2.2.6.2, the User agrees that it loses all rights to query such Auction results.
- D2.2.6.4 ~~The Operators shall~~ElecLink will endeavour to reply to the ~~User~~User's query no later than:
- (a) one (1) Business Day after receipt of the query for ~~Long~~Medium Term Auctions;
 - (b) no later than two (2) hours after receipt of the query for Explicit Daily Auctions.
- D2.2.6.5 Due to time constraints, there is no time ~~for checking~~to check Auction results after an Explicit Daily Auction invoked during the Implicit Daily Auction Window. Any ~~enquiry on such~~query of Explicit Daily Auction results ~~shall~~will be considered as a Dispute and must be made in accordance with Rule F8. Only queries where the User believes there is an error in the Explicit Daily Auction results ~~shall~~will be considered ~~as a Dispute~~.
- D2.2.6.6 Due to time constraints in the Intraday process, there is no time ~~for checking~~to check Auction results after an Intraday Auction. Any query ~~enquiry~~of Intraday Auction results ~~shall~~will be considered as a Dispute and must be made in accordance with Rule F8. Only queries where the User believes there is an error in the Intraday Auction results ~~shall~~will be considered.

Publication of Final Results

- D2.2.7.1 ~~The Operators~~ElecLink will determine and publish on the CMS the final results of each Auction (the "Final Results") as follows:
- (a) for each ~~Long~~Medium Term Auction, as soon as practicable and within thirty (30) minutes after the end of the ~~Period dedicated to~~period allowed for checking of preliminary Medium Term Auction results;
 - (b) for each Explicit Daily Auction invoked prior to the Implicit Daily Auction Window, as soon as practicable and within thirty (30) minutes after the end of the ~~Period dedicated to~~period allowed for checking of ~~preliminary Auction~~preliminary Explicit Daily Auction results;

- (c) for each Explicit Daily Auction invoked during the Implicit Daily Auction Window, as soon as practicable ~~when~~after the unavailability of the Implicit Daily Auction is confirmed; and
- (d) for each Intraday Auction, as soon as practicable and ~~within~~no later than fifteen (15) minutes after the end of the Bidding Period.

D2.2.7.2 The Final Results are binding.

D2.2.7.3 The Final Results ~~shall~~will comprise:

- (a) each User's own Final Results, available only to that User on the CMS, with the number of Units allocated to that User in the Auction and the Unit Prices;
- (b) the Auction's statistics, available to all Users on the CMS, which ~~shall~~will comprise the Auction Price and the total number of allocated Units;
- (c) unless otherwise notified by the User ~~in respect of~~pursuant to Rule B3.8.3, ~~the Operators~~ElecLink may publish a list of Units Holders for facilitation of the Secondary Market.

D2.2.7.4 Should ~~the Operators~~ElecLink not publish the Final Results within the relevant timeframe, ~~the Operators~~ElecLink will keep Users informed of the new timeframe of publication and/or any other consequences related to the relevant results.

Electronic operation of the Auctions

D2.2.8 Auctions will be conducted electronically via CMS except in case of CMS failure as described in Rule D2.2.9.

Backup procedure in case of CMS failure

D2.2.9 If the CMS fails, and in the reasonable opinion of ~~the Operators~~ElecLink it is not practical to conduct an Auction electronically, ~~the Operators~~ElecLink may allocate the Units using a procedure for conducting the Auctions by email or fax to be specified by ~~the Operators~~ElecLink.

Cancellation, suspension, deferral

D2.2.10.1 ~~The Operators~~ElecLink may be forced to, and shall be entitled to, cancel an Auction (for instance in the unlikely event of unavailability or technical difficulties);

- (a) before ~~and/or~~ during the course of the Auction itself: (in which case Users ~~are~~will be informed by a message that appears directly on CMS or by an electronic message);
- (b) after the preliminary Auction results have been published, in the event of erroneous preliminary Results: (in which case Users ~~are~~will be informed by an electronic message);
- (c) after the Final Results have been published, in the event of erroneous Final Results: (in which case Users ~~are~~will be informed by an electronic message, corresponding Units ~~are~~will be reduced to zero (0) and Rules E7 and E8 will be applied as if a Capacity Shortage has occurred under Rule E7).

D2.2.10.2 ~~The Operators shall~~ElecLink will notify the Users as soon as possible of the reasons ~~which caused~~for cancelling the Auction ~~cancellation~~.

- D2.2.10.3 With the exception of Intraday Auctions, ~~the Operators~~ [ElecLink](#) may defer the dates or times of an Auction by notifying Users of the revised date or time of such Auction. In this event, the Bidding Period will open and close at the revised time as notified by ~~the Operators~~ [ElecLink](#). Only Bids submitted during the revised Bidding Period and confirmed by ~~the Operators~~ [ElecLink](#) will be valid.
- D2.2.10.4 If the backup procedure described in [Rule D2.2.9](#) cannot, in the reasonable opinion of ~~the Operators~~ [ElecLink](#), and based on objective grounds (for example due to a lack of time or to technical difficulties), be implemented as necessary to enable an Auction to be conducted, the Auction will be deferred.
- D2.2.10.5 If deferral of an Auction is not considered by ~~the Operators~~ [ElecLink](#) as being possible, based on objective grounds (for example due to a lack of time or to technical difficulties), the Auction will be cancelled and all Bids already submitted will automatically be cancelled.
- D2.2.10.6 The effect of a cancelled ~~auction~~ [Auction](#) on Resales and UIOSI ~~are~~ [is](#) specified in Rules E4.3.16 and E5.2.3.
- D2.2.10.7 When an Implicit Daily Auction is cancelled and the associated fallback Explicit Daily Auction is also cancelled, the daily Offered Capacity is allocated to the subsequent relevant Intraday Auctions.

Rule ~~D3~~D2.3: Medium Term Auctions

Application

~~D3~~D2.3.1.1 ~~The Operators~~ElecLink will conduct ~~Long~~Medium Term Auctions in accordance with this Rule ~~D3~~D2.3 for Units having a Product Period greater than one Contract Day but less than or equal to one (1) year.

~~D3~~D2.3.1.2 The list of ~~Long~~Medium Term products available at the time of entry into force of these Rules is annexed in Schedule 6.

Dates of Auctions

~~D3~~D2.3.2 ~~The Operators~~ElecLink will give reasonable notice of ~~Long~~Medium Term Auctions referred to in Rule ~~D3~~D2.3.1 by publishing, before the end of the calendar year, a provisional calendar with the dates of all ~~Long~~Medium Term Auctions for the following calendar year.

Volumes

~~D3~~D2.3.3 The number of Units auctioned in a ~~Long~~Medium Term Auction will include:

- (a) Resale Units (if any) made available for Resale at such Medium Term Auction pursuant to Rule E4; and
- ~~(a)~~(b) a proportion (as determined by ~~the Operators~~ElecLink) of the available Interconnector Capacity (in the form of Units) not already allocated to Users; and in the form of Open Season products, provided that prior to the Operational Start Date and subject always to the provisions of Rule A4, ElecLink shall determine such proportion in the ElecLink Access Rules.
- ~~(b) — Resale Units (if any) made available for Resale at such Long Term Auctions pursuant to Rule E4.~~

~~Auction Specification~~

~~D3~~Auction Specification

D2.3.4.1 At least five (5) Business Days before the day of the start of the Bidding Period of a ~~Long~~Medium Term Auction, ~~the Operators~~ElecLink will publish the ~~initial~~provisional Auction Specification for that ~~Long~~Medium Term Auction stating in particular:

- (a) the code identifying the Auction in the CMS;
- (b) the category of Units being auctioned (see Rule D2.2);
- (c) the provisional number of Units to be made available in the Auction, coming from a proportion (as determined by ~~the Operators~~ElecLink) of the available Interconnector Capacity not already allocated to Users;
- (d) the Product Period of the Units, by specifying the time and date on which the right to use the Units commences and the time and date on which the right to use the Units ends;
- (e) if necessary, any Planned Outage Period(s) associated with this Product Period;

- (f) the Unit Validity Times;
- (g) the dates and times of the Bidding Period for that Auction; and
- (h) any other relevant information or terms applicable to the Units or the Auction.

The Offered Capacity in this ~~initial~~provisional Auction Specification does not include Units submitted by any Unit Holder for Resale at this ~~Long-Medium~~ Term Auction.

~~D3~~D2.3.4.2 At least thirty (30) minutes before the opening of the Bidding Period of a ~~Long~~Medium Term Auction, ~~the Operators~~ElecLink will publish the ~~Final~~final Auction Specification for that ~~Long~~Medium Term Auction stating in particular:

- (a) the number of Units to be made available in the Auction, comprising ~~of~~:
 - (i) ~~the~~such proportion (as may be determined by ~~the Operators~~ElecLink of the available Interconnector Capacity not already allocated to Users, and;
 - (ii) valid Resale ~~Requests~~Units submitted for this ~~Long-Medium~~ Term Auction in accordance with Rule E4.3; and
- (b) any other update of the provisional Auction Specification and any other relevant information or terms applicable to the Units or the Auction.

Bidding Period

~~D3~~D2.3.5 The Bidding Period for each ~~Long-Medium~~ Term Auction will be at such times specified by ~~the Operators~~ElecLink in Schedule 4 of these Rules or in the relevant Auction Specification. In case of contradiction between the times specified in Schedule 4 and in the relevant Auction Specification, the Auction Specification ~~shall~~will prevail.

Rule ~~D4~~D2.4: Daily Auctions

Introduction

~~D4~~D2.4.1 At any time and in accordance with this Rule ~~D4, the Operators~~D2.4, ElecLink will conduct Explicit Daily Auctions for Daily ~~Unit~~only Units only as a fallback should Implicit Daily Auctions not be available.

Timing

~~D4~~D2.4.2.1 Daily Units will be allocated in advance of use and the Daily Auction held on day "D-1" is for Units relating to use of Interconnector Capacity on the Contract Day commencing at 00:00hrs on day "D".

~~D4~~D2.4.2.2 When invoked, Explicit Daily Auctions can be held seven (7) days a week, including weekend and public holidays, provided that the Offered Capacity for Explicit Daily Auctions is at least ~~of~~ one (1) Unit (to the extent that the Interconnector Capability permits, and subject to the outcome of UIOSI processes pursuant to Rule E5).

~~D4~~D2.4.2.3 An Explicit Daily Auction may be invoked during the Implicit Daily Auction Window if an incident occurs during the Implicit Daily Auction Window which might result in the Implicit Daily Auction being unavailable, or prior to the Implicit Daily Auction Window, if it is known in advance that the Implicit Daily Auction will be unavailable.

~~D4~~D2.4.2.4 Pursuant to Rule ~~D4~~D2.4.2.3, in the event of any problem detected during the Implicit Daily Auction Window (such as risk of delay or risk of failure of the Implicit Daily Auctions), ~~the Operators~~ElecLink will inform all Users that Explicit Daily Auctions are invoked as fallback. In this situation and in order to save time, the Explicit Daily Auctions are run in parallel with attempts to resolve the problem with the Implicit Daily Auctions but an Explicit Daily Auction's Final Results are published only if the Implicit Daily Auction is declared not available. Users will be informed of the Explicit Daily Auctions' Final Results in accordance with Rule D2.2. In the event that an Implicit Daily Auction is successfully completed after an Explicit Daily Auction has been invoked in parallel, then such Explicit Daily Auction ~~shall~~will cease to have effect.

~~D4~~D2.4.2.5 Pursuant to Rule ~~D4~~D2.4.2.3, if Explicit Daily Auctions are invoked in advance for one or several Implicit Daily Auction Windows, ~~the Operators~~ElecLink will inform all Users that ~~the Operators~~ElecLink will run Explicit Daily Auctions as fallback for such Implicit Daily Auctions with the corresponding new time schedule.

Offered Capacity

~~D4~~D2.4.3 The total Offered Capacity for any Contract Day in Daily Auctions will include:

- (a) available Interconnector Capacity (in the form of Units) not already allocated to Users and that is not unavailable due to Outages and/or due to the application of Curtailment; and
- (b) Unused Units (if any) that have become available for the Daily Auctions pursuant to Rule E5 and that are not unavailable due to Outages and/or due to the application of Curtailment; and
- (c) Units (if any) that have become available by application of Netting on Long Open Season or Medium Term Nominations and that are not unavailable due to Outages and/or due to the application of Curtailment.

Auction Specifications

~~D4D2.4~~ ~~The Operators~~.4 [ElecLink](#) will publish the ~~specifications~~[Auction Specification](#) for an Explicit Daily Auction stating:

- (a) the code identifying that Auction in the CMS;
- (b) the category of Units being auctioned (see Rule D2.2);
- (c) the number of Units being auctioned;
- (d) the Product Period for the Auction, by stating the Contract Day on which the Unit can be used;
- (e) the Unit Validity Times;
- (f) the times of opening and closure of the Bidding Period for that Auction; and
- (g) any other relevant information or terms applicable to the Units or the Auction.

~~D4D2.4.5~~ When an Explicit Daily Auction is invoked prior to the Implicit Daily Auction Window, ~~-~~[ElecLink](#) will publish the ~~specifications~~[Auction Specification](#) pursuant to Rule ~~D4D2.4~~.4 no later than five (5) minutes before opening of the Bidding Period for that Explicit Daily Auction.

~~D4D2.4.6~~ When an Explicit Daily Auction is invoked during the Implicit Daily Auction Window, [ElecLink](#) will publish the ~~specifications~~[Auction Specification](#) pursuant to Rule ~~D4D2.4~~.4 no later than five (5) minutes before opening of the Bidding Period for that Explicit Daily Auction.

Bidding Period

~~D4D2.4.7~~ The Bidding Period for each Explicit Daily Auction will be at such times specified by ~~the Operators~~[ElecLink](#) in Schedule 4 of these Rules or in the relevant Auction Specification. In case of contradiction between the times specified in Schedule 4 and in the relevant Auction Specification, the Auction Specification ~~shall~~[will](#) prevail.

Rule ~~D5~~D2.5: Intraday Auctions

Introduction

~~D5~~D2.5.1 ~~The Operators~~ ElecLink will conduct Intraday Auctions, having a Product Period of up to one Contract Day, in accordance with this Rule ~~D5~~D2.5.

Frequency

~~D5~~D2.5.2.1 Intraday Units can be allocated in one or more Intraday Auctions.

~~D5~~D2.5.2.2 Separate Intraday Auctions may be conducted each day for each category of Intraday Unit.

~~D5~~D2.5.2.3 Intraday Auctions are held seven (7) days a week including weekends and public holidays, provided that the Offered Capacity for Intraday Auctions is at least one (1) Unit (to the extent that the Interconnector Capability permits, and subject to the outcome of UIOLI processes pursuant to Rule E5).

~~D5~~D2.5.2.4 Intraday Units will be allocated in several Intraday Auctions, one held on day "D-1", the other(s) on day "D", in accordance with this Rule ~~D5~~D2.5, and pursuant to the number ~~of auctions~~ and times of Intraday Auctions which are set out in Schedule 4.

Timing

~~D5~~D2.5.3 Intraday Units will be allocated in advance of use and each Intraday Auction will be in respect of separate periods of the day as follows:

- (a) the Intraday Auction held on day "D-1" is for Units relating to use of Interconnector Capacity on the Contract Day which commences at 00:00hrs on day "D" and is in respect of a specific period of such Contract Day;
- (b) the Intraday Auction(s) held on day "D" is for Units relating to use of Interconnector Capacity on the Contract Day which commences at 00:00hrs on day "D", and which is in respect of all or part of the remaining period of such Contract Day not covered by the previous Intraday Auction(s) relating to Contract Day "~~D-~~".

Offered Capacity

~~D5~~D2.5.4 The number of Units auctioned for any part of a Contract Day in an Intraday Auction, ~~being~~ subject to any limitations due to real time system security reasons, will include:

- (a) Unused Units (if any) that have become available for the Intraday Auctions under Rule E5 and that are not unavailable due to Outages and/or due to the application of Curtailment; and
- (b) potentially available Interconnector Capacity (in the form of Units) not already allocated to Users and that is not unavailable due to Outages and/or due to the application of Curtailment; and
- (c) Netted Units (if any) that have become available for the Contract Day and that are not unavailable due to Outages and/or due to the application of Curtailment.

Auction Specifications

~~D5~~D2.5.5 No later than fifteen (15) minutes before the opening of the Bidding Period of the relevant Intraday Auction, ~~the Operators~~ElecLink will publish the ~~specification~~Auction Specification for the Intraday Auction stating:

- (a) the code identifying that Auction in the CMS;
- (b) the category of Units being auctioned (see Rule D2);
- (c) the number of Units being auctioned;
- (d) the Product Period of the Auction, by stating the Contract Day on which the Units can be used;
- (e) the Unit Validity Times;
- (f) the times of the opening and closure of the Bidding Period for that Auction; and
- (g) any other relevant information or terms applicable to the Units or the Auction.

Bidding Period

~~D5~~D2.5.6 The Bidding Period for each Intraday Auction will be at such times specified by ~~the Operators~~ElecLink in Schedule 4 of these Rules or in the relevant Auction Specification. In case of contradiction between the times specified in Schedule 4 and in the relevant Auction Specification, the Auction Specification ~~shall~~will prevail.

Rule ~~D6~~D2.6: Submission of Bids for Medium Term, Daily and Intraday Auctions

Introduction

~~D6~~D2.6.1 Bids in Medium Term, Daily and Intraday Auctions must be submitted in accordance with this Rule ~~D6~~D2.6.

Nature of Bids and Set of Bids

~~D6~~D2.6.2.1 A Bid or a Set of Bids become valid when acknowledged as such by ~~the Operators~~ElecLink.

~~D6~~D2.6.2.2 Each valid Bid or Set of Bids registered at closure of the Bidding Period will constitute an unconditional and irrevocable offer by the User to ~~the Operators~~ElecLink to buy Units up to the quantity and at prices up to those specified in the Bid or the Set of Bids and on the terms and conditions of these Rules and the relevant Auction Specification.

~~D6~~D2.6.2.3 Once submitted, a Bid or a Set of Bids cannot be withdrawn but the User may modify its previous Bid or Set of Bids at any time during the Bidding Period. The modified Bid or Set of Bids will supersede the previous Bid or Set of Bids. Irrespective of whether the previous submission was a Bid or a Set of Bids, only the updated valid Bid or Set of Bids will be taken into account for the Auctions allocation.

Requirements for Bids

~~D6~~D2.6.3.1 Each Bid must:

- (a) be submitted electronically using the CMS during the Bidding Period as specified in Schedule 4;
- (b) be in the form and include the information required by ~~the Operators~~ElecLink from time to time;
- (c) identify the User submitting the Bid, using the form of identification required by ~~the Operators~~ElecLink for the purposes of Auctions;
- (d) state the price for the Bid in euros. All prices bid must be to a maximum of two decimal places and must be a price per Unit for one hour of the Product Period of the Unit. Therefore, Units Prices for any Product Period will be a price per megawatt hour (€/MWh); and
- (e) state the number of Units being bid for.

~~D6~~D2.6.3.2 If a change in any currency of a country occurs, these Rules may be amended to the extent ElecLink (acting reasonably and after consultation with the User) determines that it is necessary to reflect the change. Such change includes, but is not limited to, any Participating Member State leaving the euro or the euro ceasing to be the lawful currency of the Member States participating in the European Monetary Union. Such amendments may include the redenomination of the currency of liabilities and obligations under these Rules.

D2.6.3.3 The User must not submit more than twenty (20) Bids within a Set of Bids for any Medium Term, Daily or Intraday Auction.

D2.6.3.4 The Users will submit their Bids either via a webform through CMS or by such other means as specified by ~~the Operators~~ [ElecLink](#) from time to time, pursuant to Rule B4.2. The format of such Bid submission ~~shall~~ will be as specified by ~~the Operators~~ [ElecLink](#) and pursuant to the ENTSO-E recommendations or to any other technical recommendations provided by ~~the Operators~~ [ElecLink](#).

Registration of Bids

~~D6D2.6.4.1~~ Provided that the format of the Bid file is in a compliant format pursuant to Rule ~~D6D2.6.3., the Operators~~ [4, ElecLink](#) will acknowledge receipt of Bids to Users by a message indicating whether the Bids have been correctly registered.

~~D6D2.6.4.2~~ Only Bids confirmed as being registered correctly by ~~the Operators shall~~ [ElecLink will](#) be valid.

Rejection of Bids

~~D6D2.6.5.1~~ ~~The Operators~~ [ElecLink](#) will reject any Bid that:

- (a) causes the User to exceed its Auction Credit Limit, pursuant to Rule ~~C5~~ [C5](#); or
- (b) does not comply with the requirements of this Rule ~~D6D2.6~~ [D6D2.6](#); or
- (c) is received from a User which is suspended pursuant to Rule F6.3.1.

~~D6D2.6.5.2~~ ~~The Operators~~ [ElecLink](#) will notify any User whose Bid is rejected as invalid and the reason for this rejection, as soon as reasonably practicable after the Bid is rejected.

Taxes

~~D6D2.6.6~~ All Bid prices are deemed to be exclusive of Taxes.

Bid parameters

~~D6D2.6.7.1~~ ~~The~~ CMS is designed to accept any Bid for which the values of price and/or volume fall within the Bid parameters set by ~~the Operators~~ [ElecLink](#) under Rule ~~D6D2.6.7.2~~ as the same may be varied by the User under Rule ~~D6D2.6.7.3~~ and to reject any Bid for which the values of price and/or volume fall outside the Bid parameters set by ~~the Operators~~ [ElecLink](#) under Rule ~~D6D2.6.7.2~~ as the same may be varied by the User under Rule ~~D6D2.6.7.3~~.

~~D6D2.6.7.2~~ ~~The Operators~~ [ElecLink](#) will set default Bid parameters for price and volume within CMS applicable to all Bids, by specifying for both price and volume a minimum value of zero and a maximum value of one million.

~~D6D2.6.7.3~~ The User may in respect of its own Bids and from time to time replace the default Bid parameters for price and/or volume set by ~~the Operators~~ [ElecLink](#) in accordance with Rule ~~D6D2.6.7.2~~ with its own preferred values (which must be positive values).

Record of Bids Received

~~D6D2.6.8~~ ~~The Operators~~ [ElecLink](#) will maintain a record of all Bids received.

Default Bids

- ~~D6~~[D2.6.9.1](#) The Users may define, at any time, in the CMS, Default Bids for Explicit Daily Auctions and/or Intraday Auctions which ~~shall~~will be identified as such in the CMS by the User.
- ~~D6~~[D2.6.9.2](#) The User ~~shall~~must specify under the specific form in the CMS its Default Bids and whether such Default Bids apply to Explicit Daily Auctions or Intraday Auctions.
- ~~D6~~[D2.6.9.3](#) A Default Bid will apply automatically to each subsequent and relevant Auction. On the opening of a relevant Bidding Period, the registered Default Bid is considered as a Bid submitted by the User for the relevant Auction. This Bid is considered as a valid Bid once confirmed by ~~the Operators,~~[ElecLink](#). A ~~Set of~~ Default Set of Bids may only be prepared with a maximum of twenty (20) Bids within the Set of Bids per Auction. In the event that more than twenty (20) Bids are within the Set of Bids, the submission of such a Default Set of Bids will be invalid and therefore automatically rejected.
- ~~D6~~[D2.6.9.4](#) If the number of Units submitted in a Default Bid for a given Auction is greater than the Offered Capacity of this Auction, the number of Units of the Bid resulting from this Default Bid is set at the value of the Offered Capacity of the relevant Auction.
- ~~D6~~[D2.6.9.5](#) The User may modify a Bid resulting from a Default Bid for a specific Auction within the Bidding Period of such Auction.
- ~~D6~~[D2.6.9.6](#) A User not wishing to submit a Default Bid on the CMS anymore for a given Timescale must set the volume and the price of its Default Bids for this Timescale to zero.

Rule ~~D7~~D2.7: Allocation of Medium Term, Daily and Intraday Units

Determination of Auction Results

~~D7~~D2.7.1 After the close of the Bidding Period for a, ~~the Operators~~ Medium Term, Daily or Intraday Auction, ElecLink will determine such Medium Term, Daily or Intraday Auction's results and allocate Units in accordance with this Rule ~~D7~~D2.7.

~~D7~~D2.7.2 If the total number of Units for which valid Bids have been submitted is equal to or lower than the Offered Capacity for the relevant Medium Term, Daily or Intraday Auction, then all such valid Bids will be accepted and the Marginal Price will be zero.

D2.7.3 If the total number of Units for which valid Bids have been submitted exceeds the Offered Capacity for the Medium Term, Daily or Intraday Auction in question, the Marginal Price is equal to the lowest Bid price allocated in full or in part, and the Medium Term, Daily or Intraday Auction results are obtained using the methodology described below:

- (a) First, for each ~~the Operators~~ Medium Term, Daily or Intraday Auction ElecLink ranks the valid Bids in decreasing Bid ~~Price~~price order. (Different Bids with the same Bid ~~Price~~price receive the same rank. Only valid Bids that comply with the terms of Rule ~~D6~~D2.6 are taken into account in this ranking).
- (b) The highest ranked valid Bid(s) received for a number of Units ~~requested~~ which in aggregate does(do) not exceed the Offered Capacity is (are) allocated. Any residual available Offered Capacity is then allocated to the next highest ranked valid Bid(s). If the number of Units requested in such next highest ranked valid Bid(s) does/do not exceed in aggregate the residual Offered Capacity, this process is then repeated for the remainder of the residual Offered Capacity;
- (c) Following the iterative process described in ~~;~~Rule D2.7.3(b), when the number of Units requested under the next highest ranked valid Bid is equal to or greater than the residual Offered Capacity, the Bid is allocated either in full, or partially up to the limit of the residual Offered Capacity, as the case may be. The price of this Bid constitutes the Marginal Price;
- (d) If two (2) or more Users have submitted valid Bids with the same Bid price, for a total requested number of Units which exceeds the residual Offered Capacity, the residual Offered Capacity is allocated in proportion to the number of Units requested in the Bids by these Users, in Units of at least one (1) MW. The Units attributed are rounded down to the nearest Megawatt. The price of these Bids constitutes the Marginal Price.

~~D7~~D2.7.4 The Units are deemed to have been allocated to a User after the publication of the Final Results of the relevant Medium Term, Daily or Intraday Auction.

~~D7~~D2.7.5 Users acknowledge and accept that their Bids may be partially accepted according to the methodology above.

SECTION E: CAPACITY USAGE RULES

Rule E1: Introduction

Scope

E1.1 This Section E of the Rules sets out terms for use of Interconnector Capacity.

Structure

E1.2 Section E is divided into nine Rules as follows:

- (a) Rule E1: Introduction;
- (b) Rule E2: Interconnector Capacity Entitlements;
- (c) Rule E3: Mid-~~Channel~~ Point Nominations;
- (d) Rule E4: Secondary Market;
- (e) Rule E5: Use-it-or-Lose-It and Use-it-or-Sell-It;
- (f) Rule E6: Outages;
- (g) Rule E7: Curtailment; and
- (h) Rule E8: Curtailment Reconciliation.

Rule E2: Interconnector Capacity Entitlements

Introduction

E2.1 Each Unit entitles the User that acquires it (whether at an Auction or in the Secondary Market) to use Interconnector Capacity by issuing a Mid-[Point](#) Nomination in accordance with Rule E3, for an Energy Transmission of 1MW at [Mid Point](#) but only:

- (a) in the direction specified for that category of Unit; and
- (b) in Settlement Periods during the Unit Validity Times of that Unit,

and subject to and on the terms and conditions of these Rules including any Curtailment and as specified in the relevant Auction Specification.

~~E2.2.2~~ [ElecLink will](#) make available via the CMS, at [its](#) sole discretion, the Users' summary of acquired Units for any given Contract Day.

Interconnector Capacity Entitlement (ICE)

E2.3.1 The ICE of a Unit Holder for a Contract Day in a direction and per Timescale is a schedule showing, the total number of MW of Interconnector Capacity the Unit Holder is entitled to Nominate during each hour of that Contract Day in that direction and for the relevant Timescale determined in accordance with these Rules. Each User will for a Contract Day and in each direction be notified of its ICEs, one per Timescale.

E2.3.2 [ElecLink](#) will notify each User of its ICEs for each Timescale for the Contract Day "D" before the [Nomination](#) Gate- Closure of the relevant Timescale for that Contract Day at the times specified in Schedule 4.

Rule E3: Mid-Point Nominations

Principles applicable to Mid-Point Nominations

- E3.1 For each hour in a Contract Day for which an ICE has been published by [ElecLink](#), each Unit Holder may Nominate to [ElecLink](#) an Energy Transmission at [Mid Point](#) up to but not exceeding the User's ICE in the relevant direction in that hour ("Mid-Point Nomination").
- E3.2 The Unit Holder must Nominate its Mid-Point Nominations no later than the relevant Nomination Gate Closure for all relevant hours as referred in the corresponding ICE. The timescales for submitting Nominations are contained in Schedule 4.
- E3.3 Schedule 4 specifies the Intraday Nomination Gate Closures. Where a Unit Holder Nominates a Mid-Point Nomination for a specific hour at an Intraday Nomination Gate Closure that is not the final Nomination Gate Closure for such hour, the Unit Holder may subsequently modify its Mid-Point Nomination prior to the last Nomination Gate Closure that applies in respect of such hour(s).
- E3.4 [ElecLink](#) will reject a Nomination in its entirety for the Contract Day where the corresponding Mid-Point Nomination(s) in one or more hours exceed(s) the User's relevant ICE.
- E3.5 The Mid-Point 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.
- E3.6 Mid-Point Nominations ~~are~~may not ~~subject to any modification~~be modified by the Users after the relevant [Nomination Gate](#)-Closure pursuant to Schedule 4.
- E3.7 In the absence of a Nomination by a Unit Holder in a direction, the corresponding Mid-Point Nominations ~~are assumed to~~will be equal to zero.

Electronic submission of [Mid Point](#) Nominations

- E3.8.1 Each User must notify its [Mid Point](#) Nominations electronically on the CMS.
- E3.8.2 [Mid Point](#) Nominations must be submitted in the formats specified by [ElecLink](#) and pursuant to the ENTSO-E recommendations and/or to any other technical recommendations provided by [ElecLink](#) to the Users.
- E3.8.3 Subject to [Rule](#) E3.4, and provided that the format of the [Mid Point](#) Nomination is in accordance with [Rule](#) E3.8.2, [ElecLink](#) will acknowledge receipt of the [Mid Point](#) Nomination to Users by a message indicating that the [Mid Point](#) Nomination has been correctly registered.
- E.3.8.4 Only [Mid Point](#) Nominations confirmed as correctly registered will be valid.

Default Nominations

- E3.9.1 Default Nominations can be activated by the Unit Holder per Timescale. Where they are activated, all [Mid Point Nominations](#) for the relevant Timescale ~~would~~will be automatically generated at the value of the relevant ICE for each hour of that Contract Day.
- E3.9.2 Unit Holders may activate Default Nominations independently for [Open Season](#), [Medium](#) Term, Daily and Intraday Timescales.

- E3.9.3 The registered Default Nomination is considered as a schedule of Mid- Point Nominations submitted by the Unit Holder for the relevant Timescale at the opening of the relevant period for Nomination. This Mid- Point Nomination is considered as valid once confirmed as such by ElecLink.
- E3.9.4 The Unit Holder may modify the Mid Point Nomination resulting from the Default Nomination ~~within~~ at any time before the relevant Nomination ~~period~~ Gate Closure.
- E3.9.5 The Unit Holder may deactivate its Default Nomination on the CMS at any time. Where such deactivation is ~~during~~ before the relevant Nomination ~~period~~ Gate Closure, any existing valid Mid Point Nomination resulting from a Default Nomination remains unchanged.

Backup procedure in case of communication problems between the Unit Holder and the CMS due to CMS failure

- E3.10 In case of problem of communication between the Unit Holder and the CMS due to a CMS failure, the Unit Holder may contact ElecLink to request, in respect of Nominations periods of which gate-closure has not occurred, that the Unit Holder be permitted to send its Mid- Point Nominations by email or fax to ElecLink.

Cancellation of a Nomination Gate Closure

- E3.11.1 In the event of technical difficulties with the CMS, ElecLink may be forced to cancel a Nomination Gate Closure. In that case, ~~-ElecLink will~~ inform the Users as soon as practicable of such cancellation.
- E3.11.2 Should ElecLink cancel ~~a~~ an Open Season or Medium Term Nomination Gate Closure, the Unit Holder will be compensated by ElecLink for its corresponding Open Season and/or Medium Term ICE on the basis of the following valuation principles:

- 1) The ~~maximum~~ greater of:
 - (a) 0€/MWh; and
 - (b) the lesser of:
 - (i) the Mid Point Day Ahead Market Spread in the direction of the ~~Term~~ Open Season ICE and/or Medium Term ICE, as applicable, for the relevant hour(s); and
 - (ii) the Mid Point Day Ahead Market Spread Cap in the direction of the Open Season ICE and/or Medium Term ICE, as applicable, for the relevant hour(s).
- 2) When the Daily Offered Capacity for the Implicit Daily Auction is not fully allocated for a specific hour by the Implicit Allocation Algorithm (i.e. the ElecLink Interconnector 2) ~~When the Daily Offered Capacity for the Implicit Daily Auction is not fully allocated for a specific hour by the Implicit Allocation Algorithm (i.e. is uncongested)~~ in the direction of the Open Season ICE and/or Medium Term ICE, as applicable, then there will be no payment from ElecLink to the Unit Holder for this specific hour.
- 3) ~~Subject~~ Any compensation is subject to the Monthly Compensation Cap as calculated under Rule E8.4.

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- E3.11.3 Should [ElecLink](#) cancel a Daily Nomination Gate Closure, the Unit Holder's corresponding ICE is compensated at the price of the Units corresponding to such ICE.
- E3.11.4 Should [ElecLink](#) cancel an Intraday Nomination Gate Closure, the Unit Holder's corresponding ICE is compensated at the price of the Units corresponding to such ICE, for Settlement Periods for which the cancelled [Nomination Gate-closure Closure](#) is the last one.
- E3.11.5 Notwithstanding the above Rule E3.11.4, where the cancellation of an Intraday Nomination Gate Closure is due to a national time change notified to the Users 3 days in advance by [ElecLink](#), the Unit Holder's corresponding ICE is not compensated.

Business Rules for use of Interconnector Capacity

- E3.12 Unit Holders must comply with the Business Rules in Schedule 4, including the timing of Mid-[Point](#) Nominations.

Allocation of Deemed Metered Volumes

- E3.13 If a User submits a valid Mid-[Point](#) Nomination for an Energy Transmission for a Settlement Period, then [ElecLink](#) will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the Interconnector and for any reductions in [MPNs](#) as a result of Curtailment, is allocated to the relevant Energy Accounts of the User for the purposes of each of the Balancing and Settlement Code and the RTE Settlement Arrangements using the Deemed Metered Volume allocation rules set out in Schedule 5.

Submission of Physical Notifications

- E3.14 [ElecLink](#) will calculate and submit to NGET [and RTE](#) Physical Notifications for each Settlement ~~period~~ [Period](#) on behalf of each User, based on the aggregate of [MPNs](#) received from each User across all Timescales in respect of each Settlement Period [and which are valid MPNs in accordance with this Rule E3 and subject to any Curtailment](#).

Potential limitation to the operation of the Interconnector

- E3.15 Each User acknowledges that, without prejudice to the rights of Users under this Rule E3, Unit Holders do not have a right to control Energy Transmissions over the Interconnector and the actual level of Energy Transmissions over the Interconnector at any time is determined by [ElecLink](#) having regard to a range of factors including other Mid-[Point](#) Nominations, operational requirements and use of the Interconnector by NGET and/or RTE as Transmission System Operators (including any limitation due to emergency or reasons of operational system security or under other arrangements such as the provision of emergency support and balancing services). Nothing in these Rules restricts [ElecLink](#) from Transmitting electricity over the Interconnector at any time in either direction.

Restrictions on use

- E3.16 A User will not be entitled to use any Interconnector Capacity other than at the times, in the manner and to the extent provided for under these Rules.

Rule E4: Secondary Market

Introduction

- E4.1 The Secondary Market means the mechanisms of Resale of the Interconnector Capacity by a Unit Holder, as specified under Rule E4.3, and of Capacity Transfer of Interconnector Capacity between Unit Holders, as specified under Rule E4.4. These mechanisms enable a User to acquire or surrender Units which have previously been Auctioned by [ElecLink](#).

Electronic operation of the Secondary Market

- E4.2.1 The Secondary Market will be conducted electronically via CMS except in [the](#) case of:
- (a) [a](#) CMS failure as described in Rule E4.2.4; [or](#)
 - ~~(b) —.~~
 - [\(b\) Capacity Transfers in respect of Open Season Interconnector Capacity as described in Rule E4.2.7 – E4.2.8.](#)
- E4.2.2 Resale ~~Request~~[Requests](#) and Capacity Transfer Notices [will](#) comply with the format specified from time to time by [ElecLink](#), which [will](#) be consistent with the ENTSO-E format recommendations.
- E4.2.3 [ElecLink](#) will acknowledge receipt of the Resale ~~Request~~[Requests](#) and Capacity Transfer Notices to Users by a message indicating whether the ~~Request~~[Resale Requests](#) and Capacity Transfer Notices have been correctly registered. This message of acknowledgment will be sent manually if the CMS fails. Only Resale Requests and Capacity Transfer Notices confirmed as correctly registered [will](#) be valid.
- E4.2.4 If the CMS fails and, in the reasonable opinion of [ElecLink](#), it is not practicable to operate the Secondary Market electronically, [ElecLink](#) may use a backup procedure by ~~email~~[email and/or](#) fax, as specified from time to time, in order to conduct the Secondary Market and to allocate the Units resulting from the Secondary Market.
- E4.2.5 If the backup procedure described in [Rule](#) E4.2.4 cannot, in the reasonable opinion of [ElecLink](#), be implemented as necessary to enable the Secondary Market to be operated, the Secondary Market will be deferred.
- E4.2.6 If deferral of the Secondary Market is not considered by [ElecLink](#) as being possible, the Secondary Market will be cancelled and all Resale Requests and Capacity Transfer Notices already submitted will automatically be cancelled ~~—; Resale~~.

[Secondary Market for Capacity Transfers in respect of Open Season Interconnector Capacity](#)

- [E4.2.7 An Open Season Unit Holder may make a written Capacity Transfer Notice to ElecLink in accordance with Rule E4.2.8 and Rules E4.4.1 – E4.4.14.](#)
- [E4.2.8 A Capacity Transfer of an Open Season Unit Holder's rights described in Rule E4.2.7 is subject to the following:](#)
- [\(a\) The Open Season Unit Holder must execute and send the Capacity Transfer Notice to ElecLink by email or fax accompanied by a phone call to ElecLink;](#)
 - [\(b\) ElecLink will acknowledge the receipt of the Capacity Transfer Notice;](#)

- (c) ElecLink will send the Capacity Transfer Notice to the Open Season User to whom the Open Season Units are being Transferred;
- (d) The Open Season User to whom the Open Season Units are being Transferred must also execute the Capacity Transfer Notice and send the completed Capacity Transfer Notice to ElecLink by email or fax accompanied by a phone call to ElecLink;
- (e) Subject to the conditions set out in these Rules for a Capacity Transfer being satisfied (including the conditions in Rule E4.4.1), ElecLink will execute and send the Capacity Transfer Notice to both the Open Season Unit Holder requesting the Capacity Transfer and the Open Season User to whom the Open Season Units are being Transferred.

Resale

Resale Requests

- E4.3.1 A Unit Holder may make a Resale Request for a forthcoming Medium Term Auction in accordance with this Rule E4.3.

Conditions

- E4.3.2 A Resale of a Unit by a Unit Holder is permitted under these Rules only if the following conditions are satisfied:
- (a) the Unit Holder must specify at which forthcoming Medium Term Auction it intends to Resell Units;
 - (b) the Resale Request must be for Resale of Units with a Product Period that wholly includes the Product Period of the Units being offered in the relevant forthcoming Medium Term Auction;
 - (c) all Units which are the subject of the Resale Request must have been allocated from one Open Season or Medium Term Auction;
 - (d) the Unit Validity Times of the relevant forthcoming Medium Term Auction are also Unit Validity Times of the Auction in which they were previously allocated;
 - (e) the Resale Request must be for the same number of Units across all Unit Validity Times within the Product Period of the Units being offered in the relevant forthcoming Medium Term Auction; and
 - (f) only one Resale Request may be registered per Unit Holder in respect of a forthcoming Medium Term Auction for Units acquired in a certain previous Open Season or Medium Term Auction.
- E4.3.3 Each Resale Request must state the number and category of the Units requested to be Resold. This must be a whole number of Units and must not exceed the number of Units in that category in all applicable Unit Validity Times held by the Unit Holder making the Resale Request (taking into account any Capacity Transfer of Interconnector Capacity under Rule E4.4 and Curtailment under Rule E7).
- E4.3.4 A Resale Request can be made or modified in respect of a forthcoming Medium Term Auction within the applicable times specified under Schedule 4.

Resale Request

E4.3.5 A Resale Request submitted by a Unit Holder to [ElecLink](#) must:

- (a) identify the Unit Holder making the Resale;
- (b) identify [the Medium](#) Term Auction in which the Units are requested to be Resold;
- (c) state the Product Period of the Units which are requested to be Resold; and
- (d) state the number of the Units being requested to be Resold.

E4.3.6 A Unit Holder making a Resale Request must promptly respond to [ElecLink's](#) satisfaction to any request by [ElecLink](#) for clarification of such Resale Request.

E4.3.7 [ElecLink](#) will acknowledge receipt of Resale Requests pursuant to Rule E4.2.3. [ElecLink](#) may reject any Resale Request that is invalid or that purports to Resell capacity in circumstances not permitted by this Rule E4.3 or if the Unit Holder has failed to respond satisfactorily to a request under Rule E4.3.6.

Conditions of withdrawal

E4.3.8 A Unit Holder may modify its Resale Request within the relevant period as detailed under Schedule 4.

Effect of Resale Request

E4.3.9 Where one or more Resale Request(s) is (are) made for a forthcoming [Medium](#) Term Auction, [ElecLink](#) will include the total associated Units ("Resale Units") from such Resale Request(s) in the forthcoming Auction Specification, but only to the extent that Interconnector Capacity is available.

E4.3.10 The price at which Resale Units are sold is the Marginal Price of the Auction specified in the Resale Request.

Nature of relationship

E4.3.11.1 Resale Units are made available in Auctions (to the extent that Interconnector Capability is available), and are allocated by [ElecLink](#), as principal and not as agent of the Unit Holder making the Resale Request. No rights or obligations arise or exist in connection with allocation of Resale Units as between the Unit Holder making the Resale Request and the User to whom the Resale Units are allocated.

E4.3.11.2 [ElecLink](#) will not charge a transaction fee for allocated Resale Units.

Obligations of [ElecLink](#)

E4.3.12 [ElecLink's](#) obligations in respect of a Resale Request to the Unit Holder making the Resale Request are only those expressly set out in this Rule E4.3. For the avoidance of doubt, [ElecLink](#) is under no obligation, express or implied, to ensure that demand in any Auction is such that Resale Units will be allocated in that Auction.

Effect of allocation of Resale Units

E4.3.13 Rules E4.3.14 to E4.3.17 apply if Resale Units are allocated to Users in an Auction. In those Rules, "Relevant Unit Holder" means, in relation to an Auction, a Unit Holder who made a Resale Request in respect of that Auction.

Payment

E4.3.14 ~~ach~~ Subject to Rules E4.3.16 and E4.3.18 each Relevant Unit Holder will be entitled to a payment calculated as follows:

$$A = (B * C)$$

where:

A is the amount of the payment;

B is the Marginal Price (in euros per megawatt-hour) of the Auction in which the Resale was made;

C is (in megawatt-hours) the product of (a) the number of MW specified in the Relevant Unit Holder's Resale Request to the extent allowed by ElecLink under Rule E4.3.9 and (b) the applicable aggregate hours of the Unit Validity Times within the Product Period of the Auction in which the Resale was made.

Effect on Unit Holder's rights and obligations resulting from a Resale

E4.3.15 Each Relevant Unit Holder will lose its entitlement to use corresponding Interconnector Capacity for the Resale Period stated in its Resale Request and accordingly its rights will be reduced except in the circumstances specified in Rule E4.3.16. In all other respects, Relevant Unit Holders' rights and obligations relating to Units will not be affected. For example, they are still required to pay the full Unit Price for all Units acquired in Auctions (whether or not subsequently Resold).

Cancellation of an Auction including Units resulting from a Resale

E4.3.16 In the case where an Auction in which Units have been requested to be Resold is cancelled, any associated Resale Request(s) is/are cancelled and the corresponding Units are returned to the Relevant Unit Holder.

Invoicing and payment resulting from a Resale

E4.3.17 Resale invoicing and payments are made pursuant to Rule C2.

E4.3.18 ~~1~~ For the proportion of Resale Units specified in the Resale Request that have not been allocated in the relevant Auction, the following will apply:

(a) the Unit Holder will not be entitled to a payment for the proportion of Resale Units specified in the Resale Request that have not been allocated in such Auction:

(b) those Resale Unit(s) will be unavailable for subsequent use by the Unit Holder;

(c) the Unit Holder will still pay ElecLink for those Resale Unit(s), subject to Rule E4.4.11;

- (d) ElecLink will make those Resale Unit(s) available in subsequent Auctions; and
- (e) the proceeds of the sale in the subsequent Auctions of those Resale Unit(s) will not be paid by ElecLink to the Unit Holder.

Capacity Transfer

Conditions

E4.4.1 A Capacity Transfer of a Unit Holder's rights to use Units is permitted under these Rules only if the following conditions are satisfied:

- (a) the Unit Holder gives ElecLink a notice of the Capacity Transfer ("Capacity Transfer Notice") that complies with Rule E4;
- (b) Units are being subject to Capacity Transfer ~~across~~for whole hours and ~~in~~for at least one hour of one Contract Day;
- (c) the Capacity Transfer is made to an existing User who has not been suspended in any way pursuant to Rule F6.3.1;
- (d) the duration of the Capacity Transfer ("Capacity Transfer Period") is one or more consecutive Contract Days of the specified Day Type, and is within the Product Period of the Units being subject to Capacity Transfer;
- (e) at least 1 Unit is being subject to Capacity Transfer and ~~be~~the number of Units being subject to Capacity Transfer is a whole number;
- (f) the MW profile being subject to Capacity Transfer is the same for each Contract Day associated with the Capacity Transfer;
- (g) the Unit Holder has at least as many Units as the number it wishes to Capacity Transfer in each Hour of each associated Contract Day (taking into account any reduction(s) due to previous Capacity Transfer(s), Resale(s) or Curtailment(s)); ~~and~~
- (h) at the time it gives the Capacity Transfer Notice, the Unit Holder is not in default under these Rules and its rights to use Interconnector Capacity and participate in Auctions have not been suspended;
- (i) the Unit Validity Times of the relevant Units are not affected by any Curtailment; and
- (j) in the case of Open Season Units only, the Capacity Transfer would not result in an Open Season User and its Related Undertakings holding, at any time, more than:
 - i. 400 MW of Interconnector Capacity in either direction; or
 - ii. 200 MW of Interconnector Capacity in the direction of import to the market in which the Open Season User and its Related Undertakings hold a Market Share of more than 40%.
- (k) in the case of Open Season Units only, the User to whom the Open Season Units are being Transferred must:
 - i. be a party to an ElecLink Open Season User Agreement;

ii. confirm in the Capacity Transfer Notice whether it wishes to assume the obligations of the Open Season Unit Holder making the Capacity Transfer;

iii. demonstrate that it meets the Open Season Auction Credit Requirement corresponding to:

(A) the cumulative number of Open Season Units it would possess if the Capacity Transfer were confirmed; and

(B) the Product Period of such Open Season Units; and

iv. declare if its Market Share, at the time the Capacity Transfer Notice is submitted to ElecLink, is greater than 40% in France or Great Britain.

E4.4.2 A Unit Holder may give more than one Capacity Transfer Notice covering the same period of time, subject to each notice complying with this Rule. Any Capacity Transfer covering more than one calendar month must be notified in separate Capacity Transfer Notices, one for each affected month.

E4.4.3 The Capacity Transfer does not modify the Timescale or any other categorisation upon which the Capacity Transferred Units were initially acquired.

E4.4.4 Any Daily Unit resulting from an Explicit Daily Auction invoked during the Implicit Daily Auction Window cannot be subject to a Capacity Transfer Notice

Timing

E4.4.5 Following the publication of the Final Results of an Auction, a Unit Holder may ~~make~~give a Capacity Transfer Notice in relation to Interconnector Capacity acquired in such Auction to ElecLink in accordance with the relevant timings specified in Schedule 4.

Capacity Transfer Notice

E4.4.6 The Capacity Transfer Notice submitted by the Unit Holder making the Capacity Transfer must:

- (a) identify the Unit Holder making the Capacity Transfer;
- (b) identify the User to whom the Units are being ~~subject to Capacity Transfer;~~Transferred (who, where the Units to be Transferred are Open Season Units, must be an Open Season User);
- (c) state the Capacity Transfer Period;
- (d) state the Day Types for which the Capacity Transfer is to apply;
- (e) specify the hours of the Contract Days in which the Capacity Transfer is to be made;
- (f) state the number and category (including the hour periods) of the Units which are the subject of the Capacity Transfer Notice; and
- (g) in the case of Open Season Units only, specify whether the Open Season Unit Holder wishes to novate its obligations under the Open Season User Agreement relating to the Open Season Units to be Transferred to the Open Season User to whom the Open Season Units are being Transferred.

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- E4.4.7 A Unit Holder giving a Capacity Transfer Notice and the User to whom the Units are being Transferred must promptly respond to ElecLink's satisfaction to any request by ElecLink for clarification of the Capacity Transfer Notice.
- E4.4.8 ElecLink will acknowledge receipt of Capacity Transfer Notices pursuant to Rule E4.4.~~10~~. ElecLink may reject any Capacity Transfer Notice that is invalid or that purports to make a Capacity Transfer in circumstances not permitted by this Rule E4 or if the Unit Holder has failed to respond satisfactorily to a request under Rule E4.4.7 in relation to that Capacity Transfer Notice.
- E4.4.9 A Capacity Transfer Notice cannot be withdrawn without the consent of ElecLink and the User to whom that Capacity Transfer has been made.

Capacity Transfer Confirmation / acknowledgment

- E4.4.10.1 Both Users who are party to a Capacity Transfer ~~are~~will be informed by ElecLink whether the Capacity Transfer Notice is registered.
- E4.4.10.2 A Capacity Transfer Notice is valid only when confirmed by the User to whom the Capacity Transfer was made, during the period of time specified in Schedule 4 for each relevant Timescale. Both Users who are party to the Capacity Transfer ~~are~~will be informed by ElecLink of its successful registration.
- E4.4.10.3 Where the User to whom the Capacity Transfer was made does not confirm the Capacity Transfer Notice during the relevant period of time, the Capacity Transfer Notice is not valid and the User who had sought to make the Capacity Transfer remains the Unit Holder of the Units. Both Users who had been party to the attempted Capacity Transfer ~~are~~will be informed by ElecLink of the failure of completion of the Capacity Transfer.

Effect of Capacity Transfer

~~E4.4.1~~ E4.4.11 If a Capacity Transfer Notice for Open Season Interconnector Capacity is confirmed in accordance with this Rule E4.4, then for the duration of the Capacity Transfer Period:

(a) if the Open Season User to whom the Open Season Units are being Transferred:

- i. does not meet the Open Season Auction Credit Requirement in accordance with Rule E4.4.1(k); or
- ii. has not confirmed in accordance with Rule E4.4.1(k) that it wishes to assume the obligations of the Open Season Unit Holder making the Capacity Transfer.

the Open Season User to whom the Units are being Transferred is treated as the Unit Holder of those Open Season Units for the purpose of Rules A2.1, E2, E3, E4, E5 (excluding E5.2.2(c), E5.3.3(c) and E5.3.4(c)), E6, E8, Schedules 4 and 5 for the Capacity Transfer Period, Day Types and hours specified in the Capacity Transfer Notice in accordance with Rule E4.4.6. The original Open Season Unit Holder, although obliged to pay for the capacity that has been the subject of a Capacity Transfer, loses its entitlement to use such Interconnector Capacity. In all other respects, the original Open Season Unit Holder's rights and obligations relating to its Open Season Units being

Transferred will not be affected, except in the case of Curtailment Reconciliation pursuant to Rule E8. For example, the original Open Season Unit Holder is still required to pay the full Unit Price for all Open Season Units acquired in the Open Season Auction (whether or not subsequently Resold).

(b) if the Open Season User to whom the Open Season Units are being Transferred:

- i. meets the Open Season Auction Credit Requirement in accordance with Rule E4.4.1(k); and
- ii. has confirmed in accordance with Rule E4.4.1(k) that it wishes to assume the obligations of the Open Season Unit Holder making the Capacity Transfer.

the Open Season User to whom the Open Season Units are being Transferred will be treated as the Unit Holder of those Open Season Units for the purpose of these Rules for the Capacity Transfer Period, Day Types and hours specified in the Capacity Transfer Notice in accordance with Rule E4.4.6. The original Open Season Unit Holder loses its entitlement to use such Interconnector Capacity.

E4.4.12 If a Capacity Transfer Notice for Medium Term, Daily or Intraday Interconnector Capacity is confirmed in accordance with this Rule E4.4, then for the duration of the Capacity Transfer Period:

- (a) the User to whom the Capacity Transfer was made is treated as the Unit Holder of those Units for the purpose of Rules A2.1, E2, E3, E4, E5, (excluding E5.2.2(c), E5.3.3(c) and E5.3.4(c)), E6 E8 and Schedules 4 and 5; and
- (b) the original Unit Holder, although obliged to pay for the Units that have been Transferred, loses its entitlement to use such Interconnector Capacity. In all other respects, the original Unit Holder's rights and obligations relating to its Units being Transferred will not be affected, except in the case of Curtailment Reconciliation pursuant to Rule E8.

E4.4.13 ElecLink may, by giving notice to both the Unit Holder who made a Capacity Transfer and the User to whom it was Capacity Transferred, terminate any Capacity Transfer ~~under~~ confirmed under Rule E4.4.11(a) or Rule E.4.4.12 with immediate effect upon:

- (a) termination of the ElecLink User Agreement of the User to whom the ~~capacity was~~ Units were Capacity Transferred; or
- (b) if a notice of suspension under Rule F6.3.1 is given to the User to whom the ~~capacity was~~ Units were Capacity Transferred.

E4.4.14 ElecLink will not charge a transaction fee for allocated Capacity Transfers.

Rule E5: Use-It-or-Sell-It and Use-It-or-Lose-It

Introduction

E5.1 These provisions under this Rule E5 detail the means by which capacity unused by a Unit Holder can be made available [in the Implicit Daily Auction or Explicit Daily Auction \(as a fallback in case the Implicit Daily Auction is not available\)](#).

Use-It-or-Sell-It applying on ~~Term~~ [Open Season and Medium Term](#) Nominations

E5.2.1 To the extent that any Unit Holder does not Nominate any [Open Season and/or Medium](#) Term Unit(s) associated with its [Open Season and/or Medium](#) Term ICE for any hour of a Contract Day, ("[Unused Units](#)"), it will lose the right to use such [Open Season and/or Medium](#) Term Unit(s) in accordance with this Rule E5.2.

E5.2.2 Subject to Rules [E4](#), E7 and E8, Unused Units ~~resulting from the process described in E5.2.1~~ are then subject to the following:

- (a) ~~these~~ Unused Unit(s) will be unavailable for subsequent use by the Unit Holder;
- (b) the Unit Holder's rights and obligations in relation to its other Units, whether Unused or not Unused, will not be affected;
- (c) the Unit Holder [will](#) still pay [ElecLink](#) for its Unused Unit(s), except where such Unused Units were acquired [in a Capacity Transfer pursuant to Rules E4.4.11\(a\) and E4.4.12](#);
- (d) [ElecLink](#) will make Unused Unit(s) available in the applicable Implicit Daily Auction or Explicit Daily Auction for the same Contract Day;
- (e) the proceeds of the sale of Unused Units in the Explicit Daily Auction will be paid by [ElecLink](#) to the ~~Unused~~ Unit Holder [of the Unused Units](#) at the Auction Price of such Explicit Daily Auction;
- (f) the proceeds of the sale of Unused Units in the Implicit Daily Auction will be paid by [ElecLink](#) to the ~~Unused~~ Unit Holder [of the Unused Units](#) on the basis of the following valuation principles:
 - 1) The ~~maximum~~ [greater](#) of (a) 0€/MWh and (b) the Mid [Point](#) Day Ahead Market Spread in the direction of the Unused Units for the relevant hour(s),
 - 2) When the Daily Offered Capacity for the Implicit Daily Auction is not fully allocated for a specific hour by the Implicit Allocation Algorithm (i.e. ~~the~~ [the ElecLink Interconnector](#) is uncongested) in the direction of the Unused Units then there will be no payment from [ElecLink](#) to the Unit Holder for this specific hour.

Impact of Daily Auction Cancellation on the application of UIOSI

E5.2.3 If, following the cancellation of an Implicit Daily Auction, the associated fallback Explicit Daily Auction is also cancelled such that [Open Season and/or Medium](#) Term- Unused Units are not made available in the Explicit Daily Auction as specified in Rule E5.2.2, each relevant Unit Holder will be compensated for such [Open Season and/or Medium](#) Term Unused Units on the basis of ~~the~~ Rule E8.10.

Use-It-or-Lose-It applying on Daily Nominations

- E5.3.1 To the extent that any Unit Holder does not Nominate any Daily Unit(s) associated with its Daily ICE (derived from a fallback Explicit Daily Auction) for any hour of a Contract Day, it will lose the right to use such Daily Unit(s) on that Contract Day in accordance with this Rule E5.3.
- E5.3.2 When an Implicit Daily Auction is held then, to the extent that any Implicit Daily Unit(~~s~~) is not allocated, it becomes an Unused Unit(~~s~~) and [ElecLink](#) will make that Daily Unit(~~s~~) available for the applicable Intraday Auction.
- E5.3.3 Unused Units resulting from the process described in [Rule E5.3.1](#) are then subject to the following:
- (a) these Unused Unit(s) will be unavailable for subsequent use by the Unit Holder;
 - (b) the Unit Holder's rights and obligations in relation to its other Units, whether Unused or not Unused, will not be affected;
 - (c) the Unit Holder [will](#) still pay [ElecLink](#) for its Unused Unit(s), except where such Unused Units were acquired in a Capacity Transfer;
 - (d) [ElecLink](#) will make Unused Unit(s) available in the appropriate Intraday Auction for the same Contract Day; and
 - (e) the proceeds of the sale of the Unused Units in the relevant Intraday Auction will not be paid by [ElecLink](#) to the Unit Holder.
- E5.3.4 To the extent that any Intraday Units remain unused such Intraday Units [will](#) be treated as Unused Units and [will](#) be subject to the following:
- (a) these Unused Unit(s) will be unavailable for subsequent use by the Unit Holder;
 - (b) the Unit Holder's rights and obligations in relation to its other Units, whether Unused or not Unused, will not be affected;
 - (c) the Unit Holder [will](#) still pay [ElecLink](#) for these Unused Unit(s), except where such Unused Units were acquired in a Capacity Transfer; and
 - (d) these Unused Units will not be made available in any subsequent Auction.

Impact of an Intraday Auction Cancellation on the application of UIOLI

- E5.4 If an Intraday Auction is cancelled-, Unit Holders will not be compensated for Daily Unused Units.

Rule E6: Outages

Introduction

E6.1 [ElecLink](#) will give Users information about Outages in accordance with this Rule E6.

Annual Indicative Outage Schedule

E6.2 Between the first of September and the first of December [in each year ElecLink](#) will publish an indicative schedule of [Planned](#) Outages for the forthcoming year. The schedule will specify the expected start and end dates of each [Planned](#) Outage [Period](#) and the expected Interconnector Capacity during each Outage.

Updates

E6.3 [ElecLink](#) will update the information given under Rule E6.2 as soon as practicable after any changes are known.

Changes

E6.4.1 [ElecLink](#) will use reasonable endeavours to ensure that the information provided under this Rule E6 is accurate and that [Planned](#) Outages take place as indicated by the information.

E6.4.2 Notwithstanding Rule E6.4.1, each User acknowledges that circumstances may arise that require [ElecLink](#) to take [Planned](#) Outages at times other than those planned [in accordance with Rules E6.2 and E6.3](#) and therefore ~~remain~~[ElecLink remains](#) free to plan and execute any [Planned](#) Outages that ~~consider~~[it considers](#) necessary.

E6.4.3 Without prejudice to Rule F7, [ElecLink is not liable](#) for ~~any claims~~[any or all claims](#), payments, costs and expenses arising out of any differences between the information provided under this Rule E6 and actual Outages (other than credits calculated under Rule E8), whether the claim arises in contract or on any other basis, except to the extent that liability cannot be excluded by law. ~~save as provided in Rule E6.4.4.~~[Unexpected availability](#)

[E6.4.4 In the case of Open Season Interconnector Capacity Entitlement \(ICE\):](#)

[\(a\) ElecLink will not be liable for any or all claims, liabilities, payments, costs and expenses resulting from the reduction of the Open Season Unit Holder's Interconnector Capacity Entitlement during any Planned Outage Period or due to a change in any Planned Outage Period pursuant to Rule E6.4.2 and any such reduction in the Open Season Unit Holder's Interconnector Capacity Entitlement will not constitute a Curtailment for the purpose of Rules E7 and E8; and](#)

[\(b\) The Open Season Unit Holder is not required to pay the Unit Price for the Open Season Units which are unavailable as a result of a Planned Outage or a change in the Planned Outage Period pursuant to Rule E6.4.2.](#)

Unexpected availability

E6.5.1 Interconnector Capacity at any time may be greater than expected due to circumstances such as early return to service after a [Forced](#) Outage or rescheduling of a [Planned](#) Outage. If Interconnector Capacity becomes available, [ElecLink](#) will use reasonable endeavours to notify all Users of its availability promptly and [subject to Rule E6.5.2 ElecLink](#) will allocate the

Interconnector Capacity to Users for the direction in question using the Intraday or Daily Auction(s) as applicable. ~~Forced Outages and Trips~~

E6.5.2 In the case of Open Season Interconnector Capacity, if Interconnector Capacity becomes available as a result of early return to service after an Outage or rescheduling of a Planned Outage, ElecLink will return the corresponding Units to the Open Season Unit Holder.

Forced Outages and Trips

E6.6 [ElecLink](#) will notify Users of any Forced Outages or Trips as soon as practicable after the Forced Outage is arranged or the Trip occurs. Following this initial notice, [ElecLink](#) will as soon as practicable give Users information about the Forced Outage or the Trip including where possible the expected Interconnector Capability and its expected duration. These details will be given for information purposes only and they are not binding on [ElecLink](#) and ~~Rule~~[Rules](#) E6.4.3 and [E6.4.4](#) will apply ~~to this information~~.

Subject to Disclaimer

Rule E7: Curtailment

Curtailment

- E7.1.1 [ElecLink](#) will Curtail Interconnector Capacity secured by all Unit Holders, and if necessary their Mid-Point Nominations, during each Settlement Period in which there is a Capacity Shortage in accordance with this Rule E7. Users acknowledge that a Capacity Shortage, or any increase or decrease in the Curtailment Quantity during a Capacity Shortage, which arises after the relevant Nomination Gate Closure will be reflected in the calculation of Deemed Metered Volumes in accordance with Schedule 5.
- E7.1.2 Each Unit Holder whose Units are Curtailed by [ElecLink](#) in the event of a Capacity Shortage will lose its entitlement to use Interconnector Capacity to the extent of that Curtailment.

Notice

- E7.2.1 [ElecLink will](#) inform Users of any Curtailment, as soon as practicable, after the need for Curtailment is known stating the Capacity Shortage, the effect of which will be available on the CMS.
- E7.2.2 Capacity Shortages may change from time to time and [ElecLink](#) will inform Users of the anticipated duration of such Capacity ~~Shortages~~[Shortages, with associated updates as](#) soon as practicably possible after any change.

Capacity Shortage

- E7.3 A Capacity Shortage occurs in any minute in a direction if:

$$IC_{dir} < \sum Capa^{GNC}_{dir} + \sum \cancel{MN}^{GC}_{dir} \cancel{MPN}^{GC}_{dir} - \sum \cancel{MN}^{GC}_{app} \cancel{MPN}^{GC}_{app}$$

where:

IC_{dir} is the value of the Interconnector Capability at that time in that direction; and

$\sum Capa^{GNC}_{dir}$ is the sum of the Capacity rights across all Users in that direction, for any Timescale for which Nomination Gate Closure has not yet occurred, (before Curtailment of these rights in respect of the relevant Capacity Shortage); and

$\sum \cancel{MN}^{GC}_{dir} \cancel{MPN}^{GC}_{dir}$ is the sum of the ~~MN~~[MPN](#) values across all Users in that direction for all Timescales for which Nomination Gate Closure has occurred, (before Curtailment of that ~~MN~~[MPN](#) in respect of the relevant Capacity Shortage); and

$\sum \cancel{MN}^{GC}_{app} \cancel{MPN}^{GC}_{app}$ is the sum of the ~~MN~~[MPN](#) values across all Users in the opposite direction for all Timescales, for which Nomination Gate Closure has occurred, (before Curtailment of that ~~MN~~[MPN](#) in respect of the relevant Capacity Shortage).

[and the](#) "Curtailment Quantity" is the [absolute value](#) equal to the difference between IC in such direction and $(\sum Capa^{GNC}_{dir} + \sum \cancel{MN}^{GC}_{dir} \cancel{MPN}^{GC}_{dir} - \sum \cancel{MN}^{GC}_{app} \cancel{MPN}^{GC}_{app})$.
~~(b) the~~

[For the avoidance of doubt, the Curtailment Quantity is equal to:](#)

- (a) zero, if the difference between IC_{dir} and $(\sum Capa^{GNC}_{dir} + \sum MPN^{GC}_{dir} - \sum MPN^{GC}_{app})$ is a non-negative number; and
- (b) the absolute value of the difference between IC_{dir} and $(\sum Capa^{GNC}_{dir} + \sum MPN^{GC}_{dir} - \sum MPN^{GC}_{app})$, if the difference between IC_{dir} and $(\sum Capa^{GNC}_{dir} + \sum MPN^{GC}_{dir} - \sum MPN^{GC}_{app})$ is a negative number.

Curtailment in respect of a Capacity Shortage

E7.4.1 If there is a Capacity Shortage in any Settlement Period, the capacity rights of all Users and if necessary their Mid-Point Nominations, in that Settlement Period in the direction of the Capacity Shortage will be Curtailed by ElecLink under this Rule E7.4.

E7.4.2 If there is a Capacity Shortage in any Settlement Period in a given direction, the capacity rights, in respect of which ICEs have not been published at the time of the curtailment incident being recorded in the CMS, in that Settlement Period and in that direction, are Curtailed pro rata for all Users. Each relevant Unit Holder will lose its entitlement to use such Curtailed Interconnector Capacity. For the avoidance of any doubt, the capacity rights are curtailed in the following order:

- (a) Intraday ICEs (where Intraday ICEs have not been published);
- (b) Daily ICEs (where Explicit Daily Auctions have been invoked and Daily ICEs have not been published);
- (c) Medium Term ICEs (where Medium Term ICEs have not been published) in the following order: from the shortest Product Period duration to the longest Product Period duration. Products with the same Product Period duration (e.g. both calendar annual and financial annual) will be curtailed in the same proportions;

~~(d) —~~

(d) Open Season ICEs (where Open Season ICEs have not been published) in the following order: from the shortest Product Period duration to the longest Product Period duration. Products with the same Product Period duration will be curtailed in the same proportions.

E7.4.3 If the sum of all capacity rights, in respect of which ICEs have not been published at the time of the curtailment incident being recorded in the CMS, in that Settlement Period and in that direction, is Curtailed, and if further Curtailment is required, the ~~MN~~MPN values, in that Settlement Period and in that direction, for which Nomination Gate Closure had occurred prior to the time of the curtailment incident being recorded in the CMS, are Curtailed pro rata for all Users, in the following order:

- (a) Intraday ~~MNs~~MPNs (where Intraday Nomination Gate Closure has occurred);
- (b) Daily ~~MNs~~MPNs (where Explicit Daily Auctions have been invoked and Daily Nomination Gate Closure has occurred);
- (c) ~~Term-MNs~~MediumTerm MPNs (where Medium Term Nomination Gate Closure has occurred);

~~(d) —~~

(d) Open Season MPNs where Open Season Nomination Gate Closure has occurred.

E7.4.4 If there is a Capacity Shortage in any Settlement Period in a given direction being recorded in the CMS between ICEs publication and Nomination Gate-Closure for a given Timescale, the

Curtailment process, in that Settlement Period and in that direction, is deferred until such Nomination Gate-Closure, following which the Curtailment provisions of [Rule E7.4.3](#) [will](#) apply.

E7.4.5 To the extent that the calculations under Rules E7.4.2 and/or E7.4.3 result in capacity rights and/or ~~MN~~[MPN](#) values for a User that are not whole numbers, [ElecLink](#) will round the result down to the nearest whole number. Any Interconnector Capacity remaining as a result of the rounding down process will, to the extent it is a whole number, be allocated by [ElecLink](#) to Users at the next relevant Auction, where practicable.

~~If identified~~[E7.4.6](#) [If ElecLink identifies](#) a Capacity Shortage in a given direction in any Settlement Period of a Contract Day prior to the Implicit Daily Auction Window or publication of the Auction Specification (as applicable), Unused Units [will](#) be offered in the Daily Auction in priority to other Units. If the aggregate quantity of Unused Units resulting from the process described in [Rule E5.2.1](#) (UIOSI) for that Contract Day exceeds the Daily Offered Capacity, then those Unused Units will be curtailed on a pro-rata basis between the relevant Unit Holders to the amount equal to the Daily Offered Capacity.

Subject to Disclaimer

Rule E8: Curtailment Reconciliation

Introduction

- E8.1 If there is a Capacity Shortage in any Settlement Period in a given direction, any Curtailed capacity or Curtailed ~~MN~~MPN of a User will be shown by [ElecLink](#) as a credit on the relevant invoice(s), in accordance with this Rule E8.
- E8.2 For the avoidance of doubt, whilst the relevant invoice will show as payable by the Unit Holder all Units acquired in the Auctions and the Unit Holder will pay the total amount shown on such invoice, any Curtailed Units will be shown as a credit on the relevant invoice.

Financial reconciliation

- E8.3 Unit Holders will be credited in full for the Unit Price of Curtailed Units where practicable except in circumstances including (but not limited to) [Rules](#) E8.5 to E8.10.
- E8.4 The total monthly amount of compensation paid by [ElecLink](#) to the Unit Holders under Rules E8.5, E8.9, E8.10 and E3.11.2 will not exceed the Monthly Compensation Cap calculated in accordance with this Rule E8.4. The Monthly Compensation Cap (expressed in €) is defined for each month as:
- (a) all monthly instalments payable by all Users for the allocation of [Open Season and Medium](#) Term Units in accordance with Rules C.2.3.1.a, C.2.3.1.~~b~~^{b1414}~~b~~, [C2.3.1.c](#), [C2.3.1.d](#) and [C2.3.1.e](#); minus
 - (b) the compensation credited by [ElecLink](#) for the [Open Season and Medium](#) Term Curtailed Units under Rule E8.3 (for avoidance of doubt which does not include compensation payable under Rules E8.5 to E8.10); minus
 - (c) all amounts payable by [ElecLink](#) in accordance with Rule [C2.3.1\(h\)](#) in respect of Units Resold in [Medium](#) Term Auctions.

If the aggregate amount of compensation payable to Unit Holders under Rules E8.5, E8.9, E8.10 and E3.11.2 in a month would otherwise exceed the Monthly Compensation Cap, the amount payable to an individual Unit Holder in that month will not exceed its pro-rata share of the Monthly Compensation Cap. For each Unit Holder, its pro-rata share of the Monthly Compensation Cap is calculated as the proportion that its compensation entitlement bears to the aggregated compensation entitlements of all Unit Holders under Rules E8.5, E8.9, [E8.10](#) and E3.11.2. The Monthly Compensation Cap will be applied to such compensation entitlement of each Unit Holders after taking into account Rules E8.5 (1), E8.5 (2), E8.9 (1), E8.9 (2), E8.10, E3.11.2 (1) and E3.11.2 (2).

- E8.5 If there is a Capacity Shortage in any Settlement Period in a given direction leading to the Curtailment of [the Open Season and/or Medium](#) Term ~~MN~~MPN of a Unit Holder, the Unit Holder will be compensated by [ElecLink](#) for the corresponding Curtailed Units on the basis of the following valuation principles:

- 1) The ~~maximum~~[greater](#) of:-
 - _____ (a) 0€/MWh; and
 - (b) the lesser of:-

(i) the Mid Point Day Ahead Market Spread in the direction of the Curtailed Units for the relevant hour(s); and

(ii) the Mid Point Day Ahead Market Spread Cap in the direction of the Curtailed Units for the relevant hour(s).

2) When the Daily Offered Capacity for the Implicit Daily Auction is not fully allocated for a specific hour by the Implicit Allocation Algorithm (i.e. ~~the~~the ElecLink Interconnector is uncongested) in the direction of the Curtailed Units then there will be no payment from ElecLink to the Unit Holder for this specific hour.

3) Subject to the Monthly Compensation Cap as calculated under Rule E8.4.

E8.6 Where Explicit Daily Auctions have been invoked, if there is a Capacity Shortage in any Settlement Period in a given direction leading to the Curtailment of the Daily ~~MN~~MPN of a Unit Holder, the corresponding Curtailed Units will be credited to the Unit Holder at the price of the Units within its Daily ICE for that Settlement Period.

E8.7 If there is a Capacity Shortage in any Settlement Period in a given direction leading to the potential Curtailment of Units notified for Resale by a User to ElecLink (but not already Resold), the corresponding notifications for Resale are cancelled in their entirety, without credit from ElecLink and the corresponding Units are retained by the User. These Units are then subject to Curtailment in accordance with Rule E7.

E8.8 If there is a Capacity Shortage in any Settlement Period in a given direction leading to the potential Curtailment of Units notified for Capacity Transfer by a User to ElecLink:

i. _____ if the Capacity Transfer has been confirmed ~~by~~:

(a) in the case of Open Season Units, by both ElecLink and the party to whom the Capacity Transfer was made ~~;~~ or

(b) in the case of Medium Term, Daily and Intraday Units, by the party to whom the Capacity Transfer was made,

before the Curtailment, the Units are Curtailed and a credit is made to such Party in accordance with Rules E7 and E8,

ii. _____ if the Capacity Transfer has not been confirmed ~~by~~:

(a) in the case of Open Season Units, by both ElecLink and the party to whom the Capacity Transfer ~~is being~~was made ~~;~~ or

(b) in the case of Medium Term, Daily and Intraday Units, by the party to whom the Capacity Transfer was made,

before the Curtailment, the Capacity Transfer is cancelled in its entirety by ElecLink, the corresponding Units are returned to the party which submitted the associated Capacity Transfer Notice and no credit is due to the party which had not confirmed the Capacity Transfer. These Units are then subject to Curtailment in accordance to Rules E7 and E8.

E8.9 If there is a Capacity Shortage in any Settlement Period in a given direction, leading to the Curtailment of [Open Season and/or Medium](#) Term Unused Units as described in Rule E7.4.6, the Unit Holder will be compensated by [ElecLink](#) for the corresponding Curtailed Units on the basis of the following valuation principles:

- 1) The ~~maximum~~[greater](#) of:

 (a) 0€/MWh; and

 (b) the lesser of:

 (i) the Mid [Point](#) Day Ahead Market Spread in the direction of the Curtailed Units for the relevant hour(s); and

 (ii) the Mid [Point](#) Day Ahead Market Spread Cap in the direction of the Curtailed Units for the relevant hour(s).

~~2) When the Daily Offered Capacity for the Implicit Daily Auction is not fully allocated for a specific hour by the Implicit Allocation Algorithm (i.e. 2) When the Daily Offered Capacity for the Implicit Daily Auction is not fully allocated for a specific hour by the Implicit Allocation Algorithm (i.e. the [ElecLink Interconnector](#) is uncongested) in the direction of the Curtailed Units then there will be no payment from [ElecLink](#) to the Unit Holder for this specific hour.~~

3) Subject to the Monthly Compensation Cap as calculated under Rule E8.4.

E8.10 When an Implicit Daily Auction is cancelled and the associated fallback Explicit Daily Auction is also cancelled, leading to the Curtailment of all [Open Season and Medium](#) Term Unused Units, the Unit Holder will be compensated by [ElecLink](#) for the corresponding Curtailed Units on the basis of the valuation principles as stated in Rule E8.9.

SECTION F: GENERAL CONDITIONS

Rule F1: Introduction

Scope

F1.1 This Section F of the Rules sets out the general conditions applicable to the arrangements established by these Rules.

Structure

F1.2 Section F is divided into [ten \(10\)](#) Rules as follows:

- (a) Rule F1: Introduction;
- (b) Rule F2: Notices and other communications;
- (c) Rule F3: Confidentiality;
- (d) Rule F4: Assignment and subcontracting;
- (e) Rule F5: Force Majeure;
- (f) Rule F6: Termination and suspension;
- (g) Rule F7: Liability;
- (h) Rule F8: Dispute resolution; and
- (i) Rule F9: [Rights under Funding Arrangements in relation to the Open Season User Agreements](#)
- (j) [Rule F10](#): Miscellaneous.

Rule F2: Notices and other communications

Language

F2.1 Any notice or other communication to be given under or in connection with ~~the matters contemplated by~~ these Rules or an ElecLink User Agreement shall be in English.

Contact details

F2.2 Save as otherwise expressly provided in these Rules, all notices or other communications between ElecLink and each User shall be sent to the address or facsimile number or email address and marked for the attention of the addressee's representative as set out in the User's ElecLink User Agreement or as notified by the addressee from time to time.

~~Notice to Operators~~

~~F2.3 Notices from a User to the Operators must be sent to both Operators.~~

Method and time of delivery

F2.~~2~~.3.1 Save as otherwise expressly provided in these Rules, all notices or other communications 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, *lettre RAR* or equivalent) or sent by facsimile or email and 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 facsimile, on acknowledgement of receipt by the addressee's facsimile receiving equipment; or
- (d) in the case of email, when delivered to the other Party but only if ~~an acknowledgement of receipt~~ a delivery 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.

F2.~~2~~.3.2 If a notice or other communication would otherwise be deemed to have been received outside normal business hours (being 08:30hrs to 17:00hrs (local time) on a Business Day) under this Rule F2.~~2~~.3, it is deemed to have been received at the opening of business on the next Business Day.

Rule F3: Confidentiality

Obligation of confidentiality

F3.1 Subject to Rule F3.2 (exceptions), [ElecLink](#) and each User who is a Recipient -must, in relation to the Confidential Information of a Disclosing Party, preserve the confidentiality of each item of Confidential Information of the Disclosing Party and must not directly or indirectly reveal, report, publish, disclose or transfer any item of Confidential Information of the Disclosing Party and must not use any item of Confidential Information of the Disclosing Party other than for the purpose for which it was disclosed.

Exceptions

F3.2 Notwithstanding Rule F3.1, a Recipient may disclose Confidential Information of a Disclosing Party:

- (a) to the extent expressly permitted or contemplated by the Rules;
- ~~(b) where the Recipient is NGIC, NGET or RTE, to each other, including in their capacity as Transmission System Operators;~~
- (b) with the prior written consent of the Disclosing Party;
- (c) 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 these Rules;
- (d) as may be directed or ordered under or required in order to comply with any Applicable Law;
- (e) as may be required to comply with the requirements of the GB Grid Code, the RTE Grid Code, the Balancing and Settlement Code, or the RTE Settlement Arrangements;
- (f) as may be required by ~~a court, arbitrator:~~
 - (i) [a court](#), or administrative tribunal [having jurisdiction over the Recipient, or](#)
 - (ii) an arbitrator or expert in the course of proceedings before it to which the Recipient is a party; or
- (g) 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;](#)
[and in addition ElecLink may disclose ~~any~~ Confidential Information of a User:](#)
- (h) [to any Affiliate of ElecLink that needs to know the Confidential Information as may be required in order for ElecLink to achieve Financial Close \(and/or in connection with securing re-financing facilities at any relevant time\) or to comply with these Rules, provided that the scope of the Confidential Information permitted to be disclosed to an Affiliate of ElecLink shall be limited to:](#)
 - [\(A\) for each product of Open Season Units to be auctioned in an Open Season Auction:](#)

- (i) the number of Users that have received an Eligibility Notice in accordance with Rule B2.5.1;
 - (ii) the non-binding and indicative offers, received by ElecLink in accordance with Rule B2.1.1, on an anonymous basis;
 - (iii) the number of Users that have met the Open Season Auction Credit Requirement on the basis of their or their Parent Company's Credit Rating and/or Tangible Net Worth and the Credit Rating and/or Tangible Net Worth of such Users, or such Users' Parent Companies as applicable, on an anonymous basis;
 - (iv) the number of Users that have met the Open Season Auction Credit Requirement on the basis of a Letter of Credit and the amount covered by each such Letter of Credit on an anonymous basis; and
 - (v) the number of Users with a Market Share of more than 40% in either France or Great Britain;
- (B) for each product of Open Season Units which has been auctioned in an Open Season Auction:
 - (i) the identities of the Winning Bidders;
 - (ii) the relevant Unit Price;
 - (iii) the number of Blocks allocated to each Winning Bidder on an anonymous basis; and
 - (iv) the Credit Rating and/or Tangible Net Worth and/or amount of Letter of Credit as applicable of each Winning Bidder on an anonymous basis;
- (i) to any Funders or Funders' Agent who need to know the Confidential Information as may be required in order for ElecLink to achieve Financial Close or comply with these Rules, provided that the scope of the Confidential Information permitted to be disclosed to any Funders or Funders' Agent shall be limited to:
 - (A) for each product of Open Season Units which has been auctioned in an Open Season Auction:
 - (i) the identities of the Winning Bidders;
 - (ii) the relevant Unit Price;
 - (iii) the number of Blocks allocated to each Winning Bidder on an anonymous basis; and
 - (iv) the Credit Rating and/or Tangible Net Worth and/or amount of Letter of Credit as applicable of each Winning Bidder on an anonymous basis; or

~~(j)~~(i) (without prejudice to the generality of paragraph (g) of this Rule F3.2) in order to comply with the terms and conditions of the Exemption Decision as the same may be amended from time to time, including:

(i) the obligation to make public the results of the Open Season Auction(s);

(ii) the obligation to respect the transparency requirements set out in the Regulation, and

(iii) the obligation to provide information to Competent Authorities; or

(k) to the extent required by the rules of any security commission or stock exchange.

F3.3 Notwithstanding Rule F3.1, a Recipient may use or reveal, report, publish or disclose any Confidential Information which:

(a) at the time of disclosure to the Recipient is in, or subsequently comes (otherwise than as a result of a breach by the Recipient of this Rule F3) into, the public domain; or

(b) at the time of disclosure to the Recipient is already in its possession and not subject to any obligation of confidentiality.

Survival

F3.4 The obligations of confidentiality in this Rule F3 shall continue for a period of 5 years after termination of the User's [ElecLink](#) User Agreement.

Rule F4: Assignment and subcontracting

Operator Assignment

- F4.1.1 [ElecLink](#) may assign its rights and novate its obligations under [ElecLink](#) User Agreements and these Rules to any entity which is to succeed it as operator of the Interconnector and provider of the services sold to Users under these Rules.
- F4.1.2 [ElecLink](#) may assign by way of security all or any of its rights under the [ElecLink Open Season User Agreements](#) in favour of any Funders or any Funders' Agent, and on the enforcement of any security referred to in this Rule F4.1.2 any administrator, administrative receiver or other receiver of [ElecLink](#) or its Affiliate or of its relevant assets or any person having the benefit of such security may further assign all or any of such rights to any other person.
- F4.1.3 Upon receipt of a written notice of assignment as referred to in Rule F4.1.2, each Open Season User agrees to sign and deliver to [ElecLink](#) and to the assignee named in that notice a form of acknowledgement and undertaking in the form set out in [Schedule 10](#).
- F4.1.4 These Rules shall be binding upon and enure for the benefit of the assigns and successors in title of [ElecLink](#).
- F4.1.5 Each User will do all things reasonably requested of it by [ElecLink](#) to assist with an assignment and/or novation [as permitted by this Rule F4.1](#).

User Assignment

- F4.2 Subject to Rule E4 and Rule F4.3, a User 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 [ElecLink](#) User Agreement or these Rules without the prior written consent of [ElecLink](#).

Capacity Subcontracting Arrangement

- F4.3 Nothing in Rule F4.2 prevents a User from entering into a Capacity Subcontracting Arrangement. Entry into a Capacity Subcontracting Arrangement by a User does not relieve the User of any obligation or liability under its [ElecLink](#) User Agreement or these Rules and is subject to the indemnity in Rule F7.4.

Rule F5: Force Majeure

Definition of Force Majeure

F5.1 Force Majeure means, in relation to [ElecLink](#) or a User, any unforeseeable event or any situation which is beyond the reasonable control of that person, and not due to a fault of such person, which cannot be reasonably avoided or overcome, and which makes it impossible for such person to fulfil temporarily or permanently its obligations [\(other than the obligations referred to in Rule F5.3\(a\) and \(b\)\) under an ElecLink User Agreement and/or](#) these Rules.

Notification [and Limitation of the consequences of Force Majeure](#)

F5.2.1 [The Party](#) which invokes Force Majeure shall promptly send to the other a notification describing the nature of [the](#) Force Majeure and (so far as it can be [determined](#)) [its expected](#) duration and must continue to furnish reports with respect thereto with reasonable frequency during the period of Force Majeure.

F5.2.2 The [Party](#) invoking the Force Majeure shall make every [reasonable](#) effort to limit the consequences [of the Force Majeure](#).

F5.2.3 [A Party to an ElecLink User Agreement shall give notice to the other Party when it ceases to be affected by](#) the Force Majeure.

Suspension of the obligations

F5.3 The obligations of a Party subject to Force Majeure, with the exception of:

[\(a\)](#) the confidentiality provisions contained within Rule F3; [and](#)

[\(b\)](#) [any payment obligations of a Party under an ElecLink User Agreement and/or these Rules.](#)

shall be suspended from the beginning of the Force Majeure.

Limits of suspension of performance

F5.4 Suspension under Rule F5.3 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](#) relying on Rule F5.3 is [\(where it is possible to do so\)](#) using reasonable efforts to remedy [or mitigate](#) their inability to perform.

Other consequences of Force Majeure

[F5.5.1](#) [In the event of](#) Force Majeure:

- (i) the person invoking Force Majeure [shall not be in breach of the affected ElecLink User Agreement\(s\) or these Rules and shall be under no liability to any other Party for any failure to perform or delay in performing the affected obligations during the period of and as a result of the](#) Force Majeure;

- (ii) the acquired Units which have been entirely paid and become subject to Force Majeure are reimbursed for the duration of the Force Majeure and;
- (iii) where the Unit Holder is the Party claiming the Force Majeure event, ElecLink may, for its own benefit, reallocate the Unit Holder's Units to the subsequent Auctions and for the duration of the Force Majeure event.

F5.5.2 If Force Majeure affects the ability of ElecLink to perform its obligations to more than one User under their respective ElecLink User Agreements, but ElecLink continues to be able to perform those obligations in part, ElecLink may determine the manner and extent of partial performance of those obligations under each affected ElecLink User Agreement but shall act fairly and in good faith in allocating such performance between the affected ElecLink User Agreements.

Termination

F5.6 If suspension under Rule F5.3 claimed and relied on by the affected person continues for a continuous period of 6 months then ElecLink or the affected User may, by notice to the other given at any time while the suspension continues beyond that period but not thereafter, terminate the User's ElecLink User Agreement. Termination takes effect ten (10) Business Days after the notice is given or on any later date specified in the notice. ~~A~~An Open Season or Medium Term Unit Holder whose ElecLink User Agreement is terminated under this Rule F5.6 is under no obligation to pay remaining instalments of the Unit Price and is entitled to a refund to the extent that any instalment includes an amount in respect of use after the date of termination, to be calculated pro-rata from the date termination takes effect.

Rule F6: Termination and suspension

Introduction

- F6.1.1 A User may cease to be a User only in accordance with Rule F6.2 (termination by mutual consent), Rule F5 (termination for Force Majeure) or Rule F6.4 (~~compulsory~~ termination by ElecLink).
- F6.1.2 A User's rights may be suspended under Rule F6.3.
- F6.1.3 This Rule F6 is without prejudice to other remedies available to ElecLink under these Rules or under the law.

Termination by mutual consent

- F6.2.1 Subject, in respect of any Open Season User Agreement, to Rule F6.2.2, a User and ElecLink may agree at any time to terminate the ElecLink User Agreement to which the User is a party. Termination takes effect at the time and on the terms agreed by the User and ElecLink.
- F6.2.2 ElecLink and an Open Season User shall only agree to the termination of an Open Season User Agreement with the prior written consent of any Funders' Agent to which the benefit of the Open Season User Agreement has been assigned.

Suspension by ElecLink

- F6.3.1 If any of the events in Rule F6.3.2 (each a "Suspension Event of Default") occurs in relation to a User, ElecLink may by notice to the User:-
- (a) suspend temporarily the User's rights to participate in Auctions and/or the Secondary Market until the User has remedied the Suspension Event of Default specified in the notice; and/or
 - (b) suspend temporarily the User's rights to use Interconnector Capacity ~~accordingly,~~ (and reduce its ICEs to zero) until the User has remedied the Suspension Event of Default specified in the notice
 - ~~(b)~~ and, consequently, the User will no longer be entitled to Nominate, Resell or enter into a Capacity Transfer in respect of the Units it has acquired and such Units will not be taken into account in relation to the "Use It Or Sell It" provisions within these Rules.
- For the avoidance of doubt, the Units which the Unit Holder is prohibited from using as a result of suspension may be offered by ElecLink in subsequent Auctions and ElecLink shall not return the corresponding proceeds to the Unit Holder.
- F6.3.2 The Suspension Events of Default referred to in Rule F6.3.1 are the following:
- (a) subject to Rule C2.7.3, if a User fails to pay any amount properly due and owing to ElecLink pursuant to these Rules;
 - (b) ~~if the occurrence in relation to a User fails to provide and maintain of a Credit Cover in accordance with Rules C4—C6~~ Incident or a Payment Incident;
 - (c) (where the User is an Open Season User) if the Open Season User ceases to satisfy the Open Season Continuing Credit Requirement and fails to comply with Rule C3;

- (d) if ElecLink is satisfied on reasonable grounds that the User no longer satisfies one or more of the Eligibility Conditions; ~~or~~
- (e) if ElecLink has required a User, based on reasonable grounds and prior to the application of Rule F6.4.2 (d), to remedy its breach of these Rules or its breach of its ElecLink User Agreement (other than a failure to pay~~);~~);
- (f) if the User has taken any action which damages or adversely affects (or which may damage or adversely affect) the performance of, or which prejudices (or may prejudice) the security of the CMS, the CMS's hosting system, the Open Season Auction Software or the Open Season Auction Software's hosting system, including any attack or attempted attack on the CMS such as, but not limited to, by way of denial of service, spam, virus, brute forcing or a Trojan horse~~);~~);
- (g) if the User's rights referred to in Section H3.2.2(c) of the Balancing and Settlement Code are suspended under Section H3.2.1 of that Code;
- (h) if the User becomes a Dormant CUSC Party (as defined in CUSC); or
- (i) if any request is made under CUSC for NGET or RTE to cease or procure the cessation of the transport of power across the Interconnector by or on behalf of the User.

F6.3.3 A notice under Rule F6.3.1 takes effect from the time it is given or any later time specified in it. ElecLink may withdraw a notice under Rules F6.3.1(a) or F6.3.1(b) at any time. Having given a notice under Rule F6.3.1, ElecLink may give a further or other notice at any time in respect of the same or a different Suspension Event of Default.

F6.3.4 Once the User has ~~fulfilled or~~ remedied the Suspension Event of Default specified in the notice sent by ElecLink, ElecLink will ~~reinstate~~ as soon as reasonably practicable ~~the User's rights in relation to use of the Interconnector and its ability to participate in Auctions and/or the Secondary Market by written notice to the User~~ give notice (a "Reinstatement Notice"). ~~As~~ reinstating the User's rights which have been suspended under Rule F6.3.1 with effect from the first Business Day after the date specified in of the Reinstatement Notice. ~~the Units allocated prior to the suspension and which remain unused may be Nominated and the User shall also be entitled to participate in Auctions and/or Secondary Market.~~

Termination by ElecLink

F6.4.1 If any of the events in Rule F6.4.2 (each a "Termination Event of Default") occurs in relation to a User, ElecLink may by notice to the User terminate ~~the any~~ ElecLink User Agreement to which the User is a party, including the User's rights to use Interconnector Capacity. A notice under this Rule F6.4.1 takes effect from the time it is given or any later time specified in it.

For the avoidance of doubt, as from the time at which the notice referred to at F6.4.1 takes effect, the User will no longer be entitled to participate in an Auction or in the Secondary Market, or Nominate, or Resell, or Capacity Transfer the Units it has acquired and such Units will not be taken into account in relation to the "Use It Or Sell It" provisions within these Rules.

For the avoidance of doubt, the Units which the Unit Holder is prohibited from using as a result of termination may be offered by ElecLink in subsequent Auctions or in the Secondary Market and ElecLink shall not return the corresponding proceeds to the Unit Holder.

F6.4.2 The Termination Events of Default referred to in Rule F6.4.1 are the following:

- (a) if a User fails to pay in full any amount properly due and owing to ElecLink pursuant to these Rules and ElecLink gives the User notice requiring such failure to be remedied within ten (10) Business Days from the date of that notice (or within any longer period specified in the notice) and such failure continues unremedied after such period;
- (b) if a ~~User fails to provide and maintain the relevant~~ Credit Cover ~~pursuant~~ Incident occurs in relation to ~~Rule F6.3.2.(b)~~ a User and ElecLink gives the User notice requiring such ~~failure~~ Credit Cover Incident to be remedied within ten (10) Business Days from the date of that notice (or within any longer period specified in the notice) and such failure continues unremedied after such period, or (where the User is an Open Season User) if the Open Season User ceases to satisfy the Open Season Continuing Credit Requirement and fails to comply with Rule C3.1.5;
- (c) if a User undergoes or is subject to an Insolvency Event;
- (d) if a User:
 - (i) commits a breach of these Rules or an ElecLink User Agreement (other than a failure to pay) which cannot be remedied, or
 - (ii) commits a breach of these Rules or an ElecLink User Agreement (other than a failure to pay) which is capable of remedy and ElecLink gives the User notice requiring such breach to be remedied within ten (10) Business Days from the date of that notice (or within any longer period specified in the notice) and such breach continues unremedied after such period;
- (e) if a User persistently breaches these Rules or an ElecLink User Agreement, whether or not the breach is capable of remedy;
- (f) if the User commits a breach of any of the provisions of the RTE Grid Code or NGET Grid Code applicable to it and such breach has or can reasonably be expected to have an adverse effect on the operation of the Interconnector or the arrangements contemplated by these Rules and (if capable of remedy) the breach has not been remedied within 10 Business Days of a notice from ElecLink requiring remedy;
- (g) if a Competent Authority (i) determines that the User has committed a ~~misusing or breach of Rules B2.9.1-B2.9.4 or a~~ fraudulent act and (ii) requests ElecLink to terminate the ElecLink User Agreement to which such User is a Party or (iii) agrees that ElecLink has reasonable grounds to believe that the User has committed a ~~misusing or breach of Rules B2.9.1-B2.9.4 or a~~ fraudulent act in participating in Auctions, Secondary Market or in Nominating on ElecLink; or
- (h) (in the case of a User which is an Open Season Unit Holder) the User fails to comply with Rule C3.1.5.

~~**French insolvency law F6.5** — A right of termination under Rule F6.4.2(c) will not be deemed to exist where the User has its registered office in France and is the subject of a financial reorganisation under the headings of Articles L.620-1 et seq of the French Commercial Code, referred to as *de la sauvegarde*, and under the headings of Articles L.631-1 et seq of French Commercial Code, referred to as *du redressement judiciaire*.~~ElecLink.

Payments

- F6.6.1 If [ElecLink](#) gives a notice to a User under Rule F6.3.1 and/or Rule F6.4.1, then respectively such notice of suspension or termination does not relieve the User from its payment obligations pursuant to Rule C2, including its payment obligations in relation to the Units for which the User loses the right of use pursuant to Rule F6.3.
- F6.6.2 Where [ElecLink](#) gives a notice to a User pursuant to Rule F6.4.2 (c), the User shall be obliged to fulfil its payment obligations, including its payment obligations in relation to the Units for which the User loses the right of use pursuant to Rule F6.3. Nevertheless, for the sole application of this Rule F6.4.2 (c) and notwithstanding Rule F6.4.1, the User's debt shall be reduced by the amounts of the Units initially acquired by him and finally re-auctioned by [ElecLink](#).

Preservation of rights

- F6.7.1 Termination of an [ElecLink](#) User Agreement does not affect any rights and liabilities under or in connection with the [ElecLink](#) User Agreement and these Rules which arose prior to that termination. Accordingly, any User whose [ElecLink](#) User Agreement is terminated will remain liable, subject to and in accordance with the Rules, in respect of all such rights and liabilities.
- F6.7.2 This Rule F6 is without prejudice to [any other rights or remedies available to ElecLink under these Rules or by law, including any right to claim damages in respect of any breach of the Rules or the ElecLink User Agreement which existed at or before the date of termination.](#)

Rule F7: Liability

Liability for breach

F7.1 Subject to Rule [F7.2.1](#), [Rule F7.2.2](#), [Rule F7.4](#), [Rule F7.5.3](#) and Rule F7.5.34, [ElecLink](#) and each User agrees and acknowledges that neither [ElecLink](#) nor a User nor any of their respective officers, employees or agents shall be liable to any other of them for loss arising from any breach of these Rules other than for loss directly resulting from such breach and which at the date of these Rules was foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

- (a) [loss of or](#) physical damage to the property of [ElecLink](#) or the User (as the case may be), or their respective officers, employees or agents; or
- (b) the liability of [ElecLink](#) or the User (as the case may be) to any other User for loss in respect of [loss of or](#) physical damage to the property of that other User.

Death and personal injury [and fraud](#)

[F7.2.1](#) Nothing in these Rules excludes or limits the liability of [ElecLink](#) or a User for death or personal injury resulting from that person's negligence or the negligence of any of its officers, employees or agents and [ElecLink](#) and each User 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 or agents.

[F7.2.2](#) [Nothing in these Rules excludes or limits the liability of ElecLink or a User for fraud or fraudulent misrepresentation.](#)

Excluded losses

F7.3 Subject to Rule [F7.2.1](#), [7.2.2](#), [Rule F7.4](#), [Rule F7.5.3](#) and Rule F7.5.34, [neither ElecLink nor](#) any User 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 profit; [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 User (as the case may be) to any other person (including another User) howsoever and whensoever arising save as provided in rules F7.1(a) and F7.2.

Indemnity

- F7.4 A User shall indemnify and keep indemnified [ElecLink](#) and [its](#) officers, employees and agents from and against any and all loss or liability (including legal costs) which any of them may suffer or incur by reason of any claim by any third party ("claimant") 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 any Capacity Subcontracting Arrangement to which that User is a party.

General

- F7.5.1 Each of the provisions of this Rule F7 shall survive termination of any [ElecLink](#) User Agreement.
- F7.5.2 [ElecLink](#) and each User acknowledges and agrees that it holds the benefit of Rules F7.1, F7.2, F7.3 and F7.4 above for itself and as trustee and agent for its officers, employees and agents.
- F7.5.3 For the avoidance of doubt, nothing in this Rule F7 prevents or restricts either [ElecLink](#) or a User from enforcing any obligation (including suing for a debt) owed to it under or pursuant to these Rules.
- F7.5.4 For the avoidance of doubt, nothing in this Rule F7 shall operate so as to exclude or limit any indemnity provided by any Open Season User under Rules B2.2.3 and/or D1.12.8.

Rule F8: Dispute Resolution

Application

- F8.1 Any disagreement, difference of opinion or other dispute between [ElecLink](#) and a User under or in relation to these Rules and/or an ElecLink User Agreement (including any non-contractual obligations arising out of or in connection with them) ("Dispute") must be resolved in accordance with this Rule F8.

Debt Proceedings

- F8.2.1 [ElecLink](#) or a User may bring proceedings ("Debt Proceedings") against the other for any amount owing under or in connection with these Rules and unpaid for more than twenty (20) Business Days after the date the monies were due.
- F8.2.2 Any Debt Proceedings shall be subject to the exclusive jurisdiction of the English courts, provided that any Debt Proceedings brought by ElecLink or a User may be brought in any court having jurisdiction to hear such claim. Each User hereby consents for the purposes of such proceedings to submit to the jurisdiction of any court having jurisdiction to hear such claim. Each User irrevocably waives any objection which it may have now or hereafter to the laying of a venue of such proceedings in any court in accordance with Rule F8.2.1 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.

Prescribed procedure

- F8.3 Where there is a Dispute (other than Debt Proceedings) [ElecLink](#) and Users shall first seek amicable settlement through mutual consultation pursuant to Rule F8.4

Amicable resolution

- F8.4 If there is any Dispute (other than in respect of any claim for any amount owing and unpaid under or in connection with these Rules), a senior representative of each of [ElecLink](#) and the User with authority to resolve the Dispute must meet within twenty (20) Business Days of a request to meet and seek to resolve the Dispute. If the representatives are unable to resolve the Dispute within twenty (20) Business Days of the meeting (or such longer time as may be agreed) then the Dispute (other than a Debt Proceeding) must be determined by arbitration in accordance with Rule F8.5. This Rule F8.4 does not prevent the commencement of proceedings under Rule F8.2.1.

Arbitration

- F8.5.1 Subject to Rule F8.4, where a Dispute is to be referred to arbitration under this Rule F8, either [ElecLink](#) or the User may give notice to the other stating the nature of the Dispute and referring the Dispute to arbitration. Arbitration under this Rule F8.5 shall be conducted in accordance with the Rules of Arbitration of the [International](#) Chamber of Commerce (ICC). The arbitration shall be conducted before 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) business 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 Geneva and the language of

the arbitration proceedings shall be English. The arbitrators shall decide in law and not as *amiables compositeurs*. ~~In the case of a Dispute, including any Technical Dispute, referred to arbitration, the~~The arbitration will be a first hearing and the arbitrators shall hear arguments and evidence ~~anew~~.

- F8.5.2 Arbitration awards under this Rule F8.5 shall be final and binding on [ElecLink](#) and the relevant User as from the date that they are made. Each of [ElecLink](#) and the User must carry out any award of an arbitrator 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.

Other issues

- F8.6.1 Notwithstanding any reference to amicable settlement, expert resolution or arbitration under this Rule F8 [ElecLink](#) and the User shall continue to perform their respective obligations under these Rules and the User's [ElecLink](#) User Agreement.
- F8.6.2 This Rule F8 survives termination of the User's [ElecLink](#) User Agreement.

Rule F9: Rights under Funding Arrangements in relation to the Open Season User Agreements

Application of this Rule

F9.1 This Rule F9 applies only to the Open Season User Agreements.

Cure Period for an Operator Default

F9.2 If an Open Season User intends:

- (a) to terminate or suspend, or claim or purport to terminate or suspend, its Open Season User Agreement or the performance of its obligations under its Open Season User Agreement; or
- (b) to commence any court or arbitration proceedings to enforce any claim against ElecLink under its Open Season User Agreement; or
- (c) to commence any proceedings for the winding up or dissolution of ElecLink or for the opening of any other insolvency proceedings in respect of ElecLink,

in any such case as a result of any Operator Default, it shall first give to the Funders' Agent and to ElecLink prior written notice of at least 3 months (in the case of an Operator Payment Default) or at least 6 months (in the case of an Other Operator Default) (a "Cure Period Notice") of the Open Season User's intention to take the action referred to in paragraphs (a)-(c) above. The Cure Period Notice shall specify (i) the action which the Open Season User intends to take ("Enforcement Action") and (ii) reasonable details of the Operator Default on which the Open Season User relies and (iii) whether the Operator Default is an Operator Payment Default or an Other Operator Default.

F9.3 In the case of an Other Operator Default only, the Cure Period shall be extended:

- (a) for a period of 3 months after the expiry of the period of notice given by the Open Season User in the Cure Period Notice, if the Funders' Agent is promptly taking and diligently pursuing all reasonable steps to cure the Other Operator Default, and reasonably expects to cure that Other Operator Default within such extended period and notifies the relevant Open Season User of those steps; or
- (b) until the Step-out Date if a Step-in Period commences before the expiry of the period of notice given by the Open Season User in the Cure Period Notice.

F9.4 Subject to Rule F9.5, during the Cure Period an Open Season User shall not take the Enforcement Action specified in the Cure Period Notice.

F9.5 During the Cure Period, the Funders' Agent shall have the option to remedy or procure the remedy of the Operator Default, and if it does so the rights of the Open Season User to take any action described in Rule F9.2(a)-(c) in respect of that Operator Default shall cease.

F9.6 If the Funders' Agent decides during the Cure Period not to remedy the Operator Default pursuant to Rule F9.4, it shall promptly notify the Open Season User and ElecLink of that decision and on the giving of that notice the Cure Period shall terminate and the Open Season User may proceed with that Enforcement Action.

Step-in Rights

F9.7 The Funders' Agent shall be entitled to give a Step-in Notice to all or any of the Open Season Users at any time during a Funding Breach Period (and the certificate of the Funders' Agent that a Funding Breach Period is subsisting shall be conclusive and binding as between the Funders' Agent and the Open Season Users).

F9.8 A Step-in Notice shall:

- (a) specify the Step-In Date, which shall be not less than 5 Business Days after the date of the Step-in Notice; and
- (b) specify the identity of the Step-In Operator, who shall be a person who has demonstrated compliance with all legal and regulatory obligations for participating in the operation of an electricity interconnector and has:
 - (i) the legal capacity, power and corporate authority;
 - (ii) all necessary regulatory approvals;
 - (ii) the requisite technical knowledge, ability, skills and experience; and
 - (iv) the requisite financial standing and resources.to operate the Interconnector and all associated functions (including the holding of Auctions) and to perform and discharge the obligations and liabilities of ElecLink during the Step-In Period; and
- (c) be counter-signed by the nominated Step-in Operator to confirm its acceptance of its appointment as Step-in Operator on the terms and conditions of the Open Season User Agreements including its acceptance of its obligations and duties under this Rule F9.

F9.9 During the Step-in Period:

- (a) the Step-In Operator shall assume jointly and severally with ElecLink all of the rights, obligations and liabilities of ElecLink under the Open Season User Agreements and which arise during the Step-In Period;
- (b) performance in favour of the Step-In Operator by the Open Season Users of their obligations under the Open Season User Agreements shall be a good discharge of those obligations owed to ElecLink;
- (c) any instructions, demands, directions, approvals, consents, notices or other actions of the Step-in Operator shall prevail over any conflicting instructions, demands, directions, approvals, consents, notices or other actions of ElecLink; and
- (d) the rights of each Open Season User under its Open Season User Agreement shall continue in full force and effect, including (but subject always to Rules F9.2 – F9.5) the right to take Enforcement Action in respect of any breach or default of any obligation or liability owed to the Open Season User and whether occurring before or during the Step-in Period.

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F9.10 The Step-In Operator shall be entitled to give a Step-out Notice to the Open Season Users at any time during a Step-in Period, specifying the Step-out Date, which shall be not less than 5 Business Days after the date of the Step-out Notice.

F9.11 At the end of a Step-in Period the Step-in Operator shall be released from all obligations and liabilities to the Open Season Users arising after the Step-in Period but shall continue to be liable for the obligations and liabilities assumed by it during the Step-in Period and for any failure fully to discharge those obligations and liabilities during the Step-in Period.

Novation

F9.12 The Funders' Agent shall be entitled to give a Novation Notice to the Open Season Users at any time during a Funding Breach Period (and the certificate of the Funders' Agent that a Funding Breach Period is subsisting shall be conclusive and binding as between the Funders' Agent and the Open Season Users).

F9.13 A Novation Notice shall:

- (a) specify the Novation Date, which shall be not less than 5 Business Days after the date of the Novation Notice; and
- (b) specify the identity of the Substitute Operator, who shall be a person who has demonstrated compliance with all legal and regulatory obligations for participating in the operation of an electricity interconnector and has:
 - (i) the legal capacity, power and corporate authority;
 - (ii) all necessary regulatory approvals;
 - (ii) the requisite technical knowledge, ability, skills and experience; and
 - (iv) the requisite financial standing and resourcesto operate the Interconnector and all associated functions (including the holding of Auctions) and to perform and discharge the obligations and liabilities of ElecLink during the remainder of the term of the Open Season User Agreements; and
- (c) be counter-signed by the nominated Substitute Operator to confirm its acceptance of the novation of the Open Season User Agreements on the terms of this Rule F9.

F9.14 With effect from 00.01 hours on the Novation Date:

- (a) all ElecLink's present and future rights and obligations under the Open Season User Agreements shall be transferred to the Substitute Operator, the Substitute Operator shall enjoy all the rights and benefits of ElecLink under the Open Season User Agreements, and all references to ElecLink in the Open Season User Agreements shall be read and construed as references to the Substitute Operator;
- (b) the Substitute Operator agrees to perform each Open Season User Agreement and be bound by its terms and assume all of ElecLink's present and future obligations and liabilities in every way as if it were the original party to it in place of ElecLink;
- (c) each Open Season User agrees to perform its Open Season User Agreement and be bound by its terms in every way as if the Substitute Operator were the original party to it in place of the ElecLink; and

- (d) ElecLink and each Open Season User release each other from all present and future obligations to the other under the Open Season User Agreements.

Notices to the Funders' Agent

- F9.15 Any notice to the Funders' Agent under this Rule F9 shall be given to the Funders' Agent at such address as the Funders' Agent may notify to the Open Season Users and to ElecLink from time to time.

Subject to Disclaimer

Rule F10: Miscellaneous

Governing law

F10.1 These Rules shall be governed by and construed in all respects in accordance with [English](#) Law.

Language

F10.2 These Rules will be produced ~~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~~[only in English](#).

Intellectual Property

F10.3 No User shall acquire any right, title, licence or interest in or to any Intellectual Property, ~~including the Intellectual Property referred to in Rule F9.3.2,~~ used by [ElecLink](#) in connection with these Rules [or used by or belonging to ElecLink in connection with the Interconnector or its use or operation](#).

~~F9.3.2 Save where the Operators agree in writing otherwise, all Intellectual Property relating to the subject matter of these Rules, including the Rules themselves, as conceived, originated, devised, developed or created by an Operator (including jointly with the other) or their respective officers, employees, agents or consultants during the currency of these Rules shall vest, as against Users, in the Operators jointly as sole beneficial owners and shall remain the confidential information of the Operators.~~

Relationship and nature of rights

F10.4.1 The relationship of ElecLink and Users is that of service provider and service user respectively. Except as expressly provided in these Rules, nothing contained or implied in these Rules constitutes or is deemed to constitute ElecLink or a User, the partner, agent or legal representative of the other for any purpose whatsoever or create or be deemed to create any partnership, agency, ~~or trust or comprising of any nature whatsoever, in particular, but not limited to, any société créée de fait or société en participation (as those terms are defined under French law)~~ [or trust whatsoever](#).

F10.4.2 The rights granted to Users under these Rules are ~~in the form of~~ physical transmission rights of electrical energy. The Auctions and Secondary Market are in respect of capacity only and the Users can invoke no other right [than](#) capacity made available to them in accordance with the provisions of these Rules.

No third party rights

F10.5.1 [Except as expressly provided to the contrary in Rule F10.5.2, ElecLink](#) and each User each acknowledges and ~~agree~~[agrees](#) that a person who is not a party to the [ElecLink](#) User Agreement between them (including any other User) has no rights to enforce these Rules or the [ElecLink](#) User Agreement as between [ElecLink and that User](#).

[F10.5.2 The Funders' Agent, any Step-in Operator and any Substitute Operator shall be entitled pursuant to the Contracts \(Rights of Third Parties\) Act 1999 to, and to enforce, the rights and benefits given to those parties under Rule F9.](#)

Waiver

- F10.6.1** No omission to exercise or delay in exercising any right, power or remedy provided by law or under these Rules 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 these Rules.
- F10.6.2** Any waiver of any right, power or remedy under these Rules 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.

Variation

- F10.7.1** No variation to these Rules or an [ElecLink](#) User Agreement shall be effective unless made in accordance with Rule A4.
- F10.7.2** In addition, no variation of Rule F9 shall be effective unless the Funders' Agent has consented in writing to such variation. –The parties acknowledge that the Funders' Agent relies on the provisions of Rule F9.

No advice

- F10.8** The User 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 these Rules, the [ElecLink](#) User Agreements or the Disclosed Information or otherwise in relation to or in connection with these Rules, the [ElecLink](#) User Agreements and the Disclosed Information or any transaction or arrangement contemplated by these Rules, the [ElecLink](#) User Agreements and the Disclosed Information except as specifically provided in these Rules or the [ElecLink](#) User Agreement. Nothing in this Rule F10.8, however, limits or excludes any liability for fraud, including fraudulent misrepresentation.

Entire agreement

- F10.9** These Rules and the [ElecLink](#) User Agreement contain or expressly refer to the entire agreement between [ElecLink](#) and each User 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 User with respect thereto and each of them acknowledges and confirms that it does not enter into these Rules or the [ElecLink](#) User Agreement in reliance on any representation, warranty or other undertaking (other than where made fraudulently) not fully reflected in the terms of these Rules or the [ElecLink](#) User Agreement.

Remedies exclusive

- F10.10** Except as otherwise expressly provided, the rights and remedies provided by these Rules and the [ElecLink](#) User Agreement to [ElecLink](#) and each User 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 express or implied and provided by law ~~(whether French or English)~~ or statute in respect of the subject matter of these Rules and the [ElecLink](#) User Agreement. Accordingly, each of [ElecLink](#) and each User hereby waives to the fullest extent possible all such rights and remedies provided by law ~~(whether French or English)~~ 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 ~~(whether French or English)~~ or statute in respect of the matters dealt with in these Rules and the [ElecLink](#) User Agreement and undertakes not to enforce any of the same except as expressly provided herein.

Severance of terms

F10.11 If any provision of these Rules or an [ElecLink](#) User 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 Rules and the [ElecLink](#) User 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.](#)

F10.11.2 [If any provision would otherwise be invalid, unenforceable or illegal under Rule F10.11 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.](#)

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

Part I: Definitions

In these Rules, capitalised words and phrases have the meanings given to them below unless the context requires otherwise.

"Accord de Participation"	means an Accord de Participation signed by a User and RTE by which a User agrees to abide by the <i>Règles d'Accès au Réseau Public de Transport Français pour des Importations et des Exportations</i> ;
"Accord de participation en qualité de Responsable d'Equilibre"	means an agreement between RTE and another party under which that party agrees to be responsible for payment of charges associated with imbalances between scheduled and actual generation output and demand from the RTE Transmission System;
"Affiliate "	<u>means (a) any shareholder of ElecLink, (b) any parent company or subsidiary company of ElecLink, (c) any other subsidiary company of a holding company of ElecLink and (d) any other person who directly or indirectly controls, or is directly or indirectly controlled by, or is under direct or indirect common control with, ElecLink; and a person will be deemed to control another person if such person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other person, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, an Affiliate of ElecLink includes any of ElecLink's shareholders, subsidiaries or holding companies or any other subsidiary of holding companies from time to time;</u>
"Adjustment Coefficient"	means such number, being greater than zero (0) and less than or equal to one (1), as ElecLink may in its sole discretion determine from time to time and publish on its website <u>designated by ElecLink prior to the relevant Open Season Auction in accordance with Rule D1.2.12;</u>
"Amendment Notice"	means the notification and any associated documents issued by ElecLink pursuant to Rule A4, provided to the Users and which provide <u>notify</u> Users with the <u>of</u> ElecLink's proposed amendment(s) to the Rules;
"Applicable Law"	means any <u>European Union directives, regulations or codes, any</u> statute, statutory instrument, licence (including ElecLink's Interconnector Licence), NGET Transmission Licence and the Licence Standards law (whether English or French) or decree (<i>décret</i>) or order in council or directive, or any code including the NGET Grid Code, the RTE Grid Code and the Balancing and Settlement Code, or any request, requirement, instruction, direction or rule of any Competent Authority but

only, where not having the force of law, if compliance with the Applicable Law is in accordance with the general practice of persons to whom the Applicable Law is addressed;

"Applicant"

has the meaning given to it in Rule B3.1;

"Application Form"

means the form designated by ElecLink as such for the purposes of these Rules from time to time and included in the Application Pack;

"Application Pack"

means the package of information and other documents designated by ElecLink as such for the purposes of these Rules from time to time;

"Assets"

in relation to an Open Season User or its Parent Company has the meaning given to that term by the International Financial Reporting Standards (IFRS) or (if an Open Season User's or its Parent Company's audited statutory accounts are not prepared in accordance with IFRS) by UK GAAP or such other national generally accepted accounting standards as may be approved by ElecLink for this purpose from time to time and in accordance with which the Open Season User's or (as the case may be) its Parent Company's audited statutory accounts are prepared;

"Auction"

means any auction of Open Season Units under these Rules, any auction of Medium Term Units under these Rules, any auction of Daily Units under -these Rules and any auction of Intraday Units under these Rules;

"Auction Credit Limit"

"Auction Credit Limit"

means a credit limit established in respect of a User under Rule C5 in respect of participation in any Medium Term, Daily or Intraday Auction;

"Auction Manager"

means ElecLink or a third party appointed by ElecLink to operate the Open Season Auction(s);

"Auction Price"

means the value of the Marginal Price of an Auction, and which is payable by all Unit Holders resulting from such Auction;

"Auction Specification"

means, the specification for the Auction published by ElecLink, as described in Rules ~~D3, D4~~D1.2, D2.3, D2.4 and ~~D~~D2.5 for the respective Timescales;

"Balancing and Settlement Code" or "BSC"

means the code of that name established under the NGET Transmission Licence;

"Bid"

means a User's offer to buy Units in an Auction, and made in accordance with these Rules;

"Bidding Period"	means, in relation to an Auction, the time during which Bids may validly be submitted in that Auction in accordance with these Rules;
"Block"	<u>means, in relation to a product of Open Season Units, a quantity of 10 MW;</u>
"BM Unit"	<u>means a User's Production Interconnector BM Unit and Consumption Interconnector BM Unit under the Balancing and Settlement Code;</u>
"Business Day"	means a week-day on which banks in both London and Paris are open for domestic business and for dealings in sterling and euro deposits;
"Business Rules"	means the rules for day to day use of Interconnector Capacity in Schedule 4;
"Capacity Shortage"	has the meaning given to it in Rule E7.3;
"Capacity Subcontracting"	means any arrangement between a Unit Holder and another person under which the Unit Holder allows the person, either directly or indirectly, to use the Interconnector Capacity of the Unit Holder;
<u>"Capacity Subcontracting Arrangement"</u>	<u>means any arrangement between a Unit Holder and another person under which the Unit Holder allows the person, either directly or indirectly, to use the Interconnector Capacity of the Unit Holder;</u>
"Capacity Management System" or "CMS"	means the IT system used for conducting Auctions and other associated Interconnector Capacity activities;
"Capacity Transfer"	means the mechanism by which a Unit Holder passes over Units to another User in accordance with Rule E4.4, and "Transfer Capacity", "Transferred", "Transferee" shall have corresponding meanings;
"Capacity Transfer Notice"	has the meaning given to it in Rule E4.4.1(a);
"Capacity Transfer Period"	has the meaning given to it in Rule E4.4.1(d);
<u>"Cash Collateral"</u>	<u>means in relation to any User:</u> <u>(a) cash (in euros) paid by or on behalf of that User into a dedicated Deposit Account, and</u> <u>(b) all moneys from time to time credited to and for the time being standing to the credit of that account and all interest from time to time paid or payable thereon or with respect thereto, over which account, moneys and interest ElecLink has a first fixed charge (in such form as ElecLink may from</u>

[time to time require\) as security for the performance of that User's payment obligations under its ElecLink User Agreement and the Rules;](#)

"CET"

means central European time;

"Competent Authority"

means the Secretary of State (as defined in the Governing Act), the GB Regulator, the French Regulator and any local, national or supra-national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom, France or the European Union;

"Confidential Information"

means any item of information, regardless of its form, disclosed by ElecLink or a User to the other under or in connection with these Rules, other than any item of information which:

- i. was, at the time of the disclosure, within the public domain;
- ii. not being within the public domain at the time of disclosure, enters the public domain otherwise than as a result of a breach of a confidentiality obligation owed in relation to that item of information of which the Recipient is aware; or
- iii. was already known to the Recipient or was independently (of the Disclosing Party) acquired or developed by the Recipient without being in breach of its obligations under the Rules;

"Contract Day"

in relation to a Contract Day D, means a period of 24 hours commencing at 00:00 hours on day D;

"Contracted Revenues"

[means, in relation to a product in an Auction of Open Season Units, the product of \(a\) the quantity \(in MWh\) allocated to Winning Bidders in accordance with Rule D1.7.4, and \(b\) the Auction Price \(in €/MWh\) for that product;](#)

"Credit Cover"

means security for payment of amounts owed under these Rules provided under ~~Rule~~[Rules C4 and C5](#);

"Credit Cover Incident"

~~means the failure of a User to provide the renewal of Credit Cover as specified under~~[has the meaning given in Rule C;C6.5](#)

"Credit Rating"

means, in relation to an entity, a rating for ~~its~~^{its} long-term unsecured and non credit-enhanced debt obligations by Standard & Poor's Rating Services ~~Corporation~~ or by Moody's Investors Service ~~Limited Inc~~ or at ElecLink's sole discretion a comparable rating from an internationally recognised credit rating agency;

"Cure Period"	means, in relation to an Operator Default, the period of notice given under a Cure Period Notice, subject to Rule F9.3 and Rule F9.6 ;
"Cure Period Notice"	has the meaning given in Rule F9.2;
"Curtail"	means to reduce Unit Holders' Interconnector Capacity and MCNs MPNs in accordance with Rule E7 and "Curtailed", "Curtailedment" have corresponding meanings;
"Curtailedment Quantity"	means, in relation to a Capacity Shortage, the quantity calculated under Rule E7.3;
"CUSC"	means the Connection and Use of System Code established under the NGET Transmission Licence;
"Daily"	means processes relating to Auctions with a Product Period of one (1) Contract Day and associated Interconnector Capacity activities, the business process for which is described in Schedule 4;
"Daily Auction"	means any Auction of Daily Units;
"Daily ICE"	means the ICE described under Rule E.2.3.1 pertaining to Interconnector Capacity being allocated (subject to any Curtailment) to a Unit Holder pursuant to Explicit Daily Auctions and the Secondary Market within the Daily Timescale;
"Daily Offered Capacity"	means capacity offered by ElecLink in a Daily Auction ;
"Daily Unit"	means a Unit offered in a Daily Auction, with a Product Period equal to a Contract Day and as specified when applicable in the relevant Auction Specification;
"Day Type"	means any of Working Business Days, non- Working Days Business Day or all Days days as the case may be, in the context of a Capacity Transfer Notice;
"Debt Proceedings"	has the meaning given to it in Rule F8.2.1;
"Deemed Metered Volumes"	means volumes of energy allocated to Users' Energy Accounts by ElecLink calculated using the rules in Schedule 5;
"Default Bid"	(a) in relation to an Open Season Auction, has the meaning given to it in Rule D1.6; and (b) in relation to an Explicit Daily Auction or an Intraday Auction, means the automatic submission of Bids prepared by the User;
"Default Bidder"	has the meaning given to it in Rule D1.6.3;

"Default Exit Price"	<u>means, in relation to a Default Bid for a given product of Open Season Units in any given Round, the price of that product in the preceding Round;</u>
"Default Nomination"	means the automatic generation and submission of Mid Point Nominations in respect of a particular Timescale which are identical to the ICE notified to the User in respect of such Timescale;
"Deposit Account"	<p>means a deposit account at a bank that satisfies the criteria outlined in the definition of Letter of Credit where:</p> <p>(a) the account is ElecLink's <u>in ElecLink's</u> name and the User <u>User's name jointly</u>;</p> <p>(b) interest on the amount deposited in the account accrues for the benefit of the User, after deduction for any tax or bank charges;</p> <p>(c) ElecLink and the User have irrevocably instructed the bank to make a payment against the sole signature of ElecLink;</p> <p>(d) the bank has agreed that the amounts deposited in the account must not be set off or otherwise applied by the bank in respect of any indebtedness of the User or other person; and</p> <p>(e) amounts (other than interest) standing to the credit of the account will not be paid to the User without the prior written agreement of ElecLink;</p>
"Discount Rate"	means such [percentage] rate, <u>being greater than or equal to 0% and less than or equal to 5%, as designated by ElecLink</u> may prior to the relevant Open Season Auction in its sole discretion determine from time to time and publish on its website <u>accordance with Rule D1.2.12;</u>
"Disclosed Information"	means all information and data provided by or on behalf of ElecLink to Users and Applicants in connection with the Rules including the Application Pack and the ElecLink User <u>Guide</u> ;
"Disclosing Party"	means, in relation to an item of Confidential Information, the person that disclosed the item;
"Dispute"	has the meaning given to it in Rule F8;
"DMC"	means Deemed Metered Volume calculated for that User for the Settlement Period under Schedule 5, "Eligibility Conditions" <u>means the conditions set out in Rules B2.1;</u>
<u>"ElecLink"</u>	<u>means ElecLink Limited, a company incorporated in England and Wales with registration number 07595420;</u>
<u>"ElecLink Interconnector"</u>	<u>means the Interconnector owned and operated by ElecLink;</u>

"ElecLink Interconnector Circuits"	<u>means the switching bays, cables, converter stations and other plant and apparatus owned by ElecLink connecting the NGET Transmission System to the RTE Transmission System as such switching bays, cables, converter stations and other plant, apparatus and meters are replaced, modified, developed or added to from time to time;</u>
"ElecLink Interconnector Licence"	<u>means the electricity interconnector licence granted to ElecLink under section 6(1)(e) of the Electricity Act 1989;</u>
"ElecLink Open Season User Agreement"	<u>means an agreement between ElecLink and a User in or substantially in the form set out in Schedule 2B;</u>
"ElecLink User Agreement"	<u>means (a) an ElecLink Open Season User Agreement, or (b) an ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity;</u>
"ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity"	<u>means an agreement between ElecLink and a User in or substantially in the form set out in Schedule 2A;</u>
"ElecLink User Guide"	<u>means the guide to these Rules covering the operation of the CMS in respect of:</u> <u>(a) the Nominations process for Open Season, Medium Term, Daily and Intraday Units; and</u> <u>(b) the Auctions for Medium Term, Daily and Intraday Units,</u> <u>published by ElecLink prior to the Initial Forecast Commercial Delivery Date and as updated or amended by ElecLink from time to time;</u>
"Eligibility"	<u>has the meaning given to it in Rule D1.5.6;</u>
"Eligibility Conditions"	<u>means the conditions set out in Rules B2.1 – B2.4;</u>
"Eligibility Notice"	has the meaning given to it in Rule B2.5;
"Energy Account"	means in relation to a User: (a) the User's Production Interconnector BM Unit and Consumption Interconnector BM Unit under the Balancing and Settlement Code; and (b) the account established under an Accord de participation en qualité de <i>Responsable d'Equilibre</i> linked to that User for the purposes of the RTE Settlement Arrangements to which the User's <i>Programme d'importation</i> a Mandarins <u>Peuplingues</u> and <i>Programme d'exportation</i> a Mandarins <u>Peuplingues</u> are submitted;

	both as specified by the User in its Standing Data;
"Energy Transmission"	means the transmission of electricity across the Interconnector and "Transmitting" has a corresponding meaning;
"Enforcement Action"	has the meaning given in Rule F9.2;
"ENTSO-E"	means the European Network of Transmission System Operators for Electricity;
"€", "EUR" and "euro"	denote the single currency of the Participating Member States;
<u>"Euro Foreign Exchange Reference Rate"</u>	<u>means the euro foreign exchange reference rates published by the European Central Bank;</u>
<u>"European Central Bank"</u>	<u>means the European Central Bank;</u>
"Excess Units"	has the meaning given to it in Rule D1.12;
"Exchange Rate"	means, in relation to a Contract Day when the Implicit Auction is cancelled, the Pound Sterling:Euro exchange rate for that Contract Day determined by ElecLink and published on CMS, being a rate equal to the rate used by the British power exchanges for the purposes of the Implicit Allocation Algorithm;
	<u>"Excess Demand"</u> <u>means, in relation to a particular product of Open Season Units in a given Round, the greater of:</u>
	<u>(a) the total number of Blocks bid for that product minus the Target for that product; and</u>
	<u>(b) zero (0);</u>
<u>"Exemption Decision"</u>	<u>means the decision, by the Commission de regulation de l'énergie of France ("CRE") and Office of Gas and Electricity Markets of Great Britain ("Ofgem") 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;</u>
<u>"Exit Price"</u>	<u>means, in relation to a product of Open Season Units, a best and final binding offer (in €/MWh) for the number of Blocks that are to be Withdrawn;</u>
"Explicit Daily Auction"	means a Daily Auction as described in Rule D2.4;
<u>"Extension"</u>	<u>means, in relation to a Round in an Auction of Open Season Units, extending the duration of the Bidding Phase of the</u>

Round for all Open Season Users and for both Sections at the request of an Open Season User;

<u>"First Qualification Period"</u>	<u>means, in relation to an Open Season Auction, the period of time, as specified by ElecLink from time to time and published on ElecLink's website, within which a person wishing to participate in the relevant Open Season Auction must provide to ElecLink and the Auction Manager all of the documents and information required to meet the participation requirements provided in Rule B2.1.1, including but not limited to all information and documents required by the Application Form and the Application Pack;</u>
"Final Results"	has the meaning given to it in Rule D2.2.7.1;
⊕ <u>"Final Round"</u>	<u>means the first Round in which Total Excess Demand for a Section is zero (0);</u>
<u>"Financial Close"</u>	<u>has the meaning given to it in Schedule 2B (Form of ElecLink Open Season User Agreement);</u>
<u>"Financial Close Period"</u>	<u>has the meaning given to it in Schedule 2B (Form of ElecLink Open Season User Agreement);</u>
<u>"Force Majeure"</u>	has the meaning given to it in Rule F5.1;
"Forced Outage"	means any Outage of which notice was given after the publication of the Auction Specification for the Daily or Intraday Auctions for the Contract Day on which the Outage occurs;
<u>"Free Eligibility"</u>	<u>has the meaning given to it in Rule D1.5.27;</u>
"French Electricity Law"	means Law no. 2000-108 of 10 February 2000 as amended from time to time and relating to the modernisation and development of public electricity services (<i>Loi no 2000-108 du 10 février 2000 relative à la modernisation et au développement du service public de l'électricité</i>);
"French Regulator"	means the <i>Commission de Régulation de l'Energie</i> established under the French Electricity Law;
"Funders"	means the the bank(s) and/or other financial institutions <u>or lenders from time to time</u> providing the Funding Arrangements to ElecLink ; ;
"Funders' Agent"	means any security trustee, security agent, intercreditor agent or facility agent (including their successors in that capacity) appointed by the Funders from time to time and in whose favour Eleclink may at any relevant time have assigned by way of security the Open Season User Agreements and whose identity and address for the service of notices has been notified by ElecLink or the Funders to the Open Season Users;

"Funding Arrangements"	means the the arrangements <u>from time to time</u> entered into by ElecLink on or after the date <u>Affiliate</u> of any Open Season User Agreement <u>ElecLink</u> with any bank(s) and/or other financial institution(s) <u>or lenders</u> for the borrowing of money by and/or the provision of other financial facilities to ElecLink for the principal purpose of funding the <u>design and/or construction and/or other project costs and/or operation</u> of the Interconnector ; <u>and/or any re-financing of any such borrowing or financial facilities;</u>
"Funding Breach Period"	means any period during which the Funders and/or the Funders' Agent are entitled to exercise their rights of enforcement under the terms of the Funding Arrangements consequent upon either a breach by ElecLink of its obligations to the Funders and/or to the Funders' Agent under the terms of the Funding Arrangements for the occurrence of an Insolvency Event in relation to ElecLink ;
"GB Grid Code"	means the document referred to as the Grid Code in the NGET Transmission Licence;
"GB Regulator"	means the Gas and Electricity Markets Authority, as established under the Governing Act;
<u>"Going Price"</u>	<u>means, in relation to a product of Open Season Units in any given Round, the price announced by the Auction Manager for that product in that Round;</u>
"Governing Act"	means the Electricity Act 1989 as amended and supplemented by the Utilities Act 2000;
"ICE" or "Interconnector Capacity Entitlement"	has the meaning given to it in Rule E2.3.1;
"Implicit Daily Auction"	means the process whereby <u>ElecLink</u> at day-ahead stage allocates the Daily Offered Capacity via the Implicit Allocation Algorithm;
"Implicit Allocation Algorithm"	means the price coupling algorithm referred to in the Framework Guidelines on Capacity Allocation and Congestion Management for Electricity published by ACER (FG-2011-E-002, 29 July 2011);
"Implicit Daily Auction Window"	means the period of time starting at 09:30 during which an Implicit Daily Auction is to be conducted;
	<u>"Increment" means the amount by which the price of a particular product increases from one Round of the Open Season Auction to the next Round of the Open Season Auction;</u>
<u>"Initial Eligibility"</u>	<u>means, in relation to a Section, the lesser of:</u>

-
- (a) the sum of the Open Season User's indicative offers (in Blocks) for across both products in that Section at the Minimum Starting Price in accordance with Rule B2.1; and
-
- (b) the number of Blocks that the Open Season User is permitted to bid for in accordance with Rule B2.2; and
-
- (c) the number of Blocks that the Open Season User is permitted to bid for in accordance with the Open Season Auction Credit Requirement;

"Initial Forecast Commercial Delivery Date"

means, in relation to a product of Open Season Units, the date specified by ElecLink in the relevant Auction Specification;

"Insolvency Event"

means in relation to ~~a User~~ any Party, any of the following events:

- (a) an order of a competent court is made or a resolution is passed for its insolvent winding up or dissolution;
- (b) a receiver of the whole or any material part of its assets or undertaking is appointed (whether under contract or by a court) or a decision for the opening of insolvency proceedings has been made by a competent court;
- (c) an administration order is made or a voluntary arrangement is proposed or a decision is made to appoint a mediator or to approve a voluntary arrangement with creditors;
- (d) anything analogous to, or having a substantially similar effect to, any of the circumstances specified in paragraphs (a) to (c) above occurs in relation to the User in any jurisdiction;

"Intangible Assets"

in relation to an Open Season User or its Parent Company has the meaning given to that term by the International Financial Reporting Standards (IFRS) or (if an Open Season User's or its Parent Company's audited statutory accounts are not prepared in accordance with IFRS) by UK GAAP or such other national generally accepted accounting standards as may be approved by ElecLink for this purpose from time to time and in accordance with which the Open Season User's or (as the case may be) its Parent Company's audited statutory accounts are prepared;

"Intellectual Property"

means patents, ~~trade marks~~ trademarks, design rights, copyright, database rights, know-how (whether registrable or otherwise), information including these Rules (whether patented or not), applications for any of the foregoing, and other similar rights or obligations, whether registrable or not, in any country (including the United Kingdom and France);

"Interconnector"	means the interconnection of the NGET Transmission System with the RTE Transmission System by the ElecLink Interconnector Circuits ;
"Interconnector Capability"	means the capability (in MW, at Mid Point) of the Interconnector to Transmit electrical energy between England and France via the ElecLink Interconnector Circuits taking into account the effects of any event or circumstance affecting such capability at any relevant time, including events or circumstances on the NGET Transmission System or the RTE Transmission System or disconnection or de-energisation of the Interconnector from either of those transmission systems;
"Interconnector Capacity"	means the right of use of the Interconnector made available by ElecLink in Auctions, to facilitate the Transmission of energy by Users between England and France, to the extent that Interconnector Capability permits and as provided for in these Rules;
"Intraday"	means processes relating to Auctions with Product Periods of up to 1 Contract Day duration and associated Interconnector Capacity activities, the business process for which is described in Schedule 4;
"Intraday Auction"	means any Auction of Intraday Units;
"Intraday Unit"	means a Unit with a Product Period shorter than a Contract Day, as specified in the relevant Auction Specification;
"Letter of Credit"	<p>means an irrevocable stand by letter of credit in the currency in which the User intends to pay for its Units;</p> <ul style="list-style-type: none">(a) in such form as ElecLink may reasonably approve from time to time;(b) issued for the account of the User in favour of ElecLink;(c) issued by a any United Kingdom clearing bank with or banks or any other bank or banks which has (have) a Credit Rating of not less than A and which is either a United Kingdom clearing bank or such other bank as ElecLink may in its sole discretion approve;(d) allowing for partial drawings and providing for the payment to ElecLink forthwith on demand by any United Kingdom clearing bank or banks or any other bank or banks which has (have) a long term debt rating of not less than A by Standard and Poor's Corporation or by Moody's Investors Service Inc. or such other bank or banks as the Operators may approve, and which shall be and in Euros; and(e) available for payment at a branch of the issuing bank as specified by the issuing bank, provided that the

branch so specified shall be located within the boundaries of the mainland of Great Britain;

"Licence Standards" ~~means those standards set out in or referred to in the NGET Transmission Licence;~~

"Liabilities"

in relation to an Open Season User or its Parent Company has the meaning given to that term by the International Financial Reporting Standards (IFRS) or (if an Open Season User's or its Parent Company's audited statutory accounts are not prepared in accordance with IFRS) by UK GAAP or such other national generally accepted accounting standards as may be approved by ElecLink for this purpose from time to time and in accordance with which the Open Season User's or (as the case may be) its Parent Company's audited statutory accounts are prepared;

"Loss Factor" or "LF"

has the meaning given to it in Schedule 5;

"Marginal Price"

means the lowest winning Bid received by ElecLink in an Auction;

"Market Manipulation"

has the meaning given in Article 2 of Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency;

"Market Share"

in relation to an Open Season User means the market share of the Open Season User and all its Related Undertakings with reference to its generation interests in France and/or ~~GB~~Great Britain;

"Market Share Declaration Template"

means the template set out in Schedule 11 of the ElecLink Access Rules;

"Market Share Notice"

has the meaning given in Rule D1.12.1;

"Material Adverse Change"

means, in relation to an Open Season User or a Parent Company, any event, condition, circumstance or change which materially and adversely affects, or which could reasonably be expected to materially and adversely affect:

(a) the business, operations, performance, assets, liabilities, condition (financial or otherwise), financial result or prospects of that Open Season User or Parent Company; or

(b) the ability of that Open Season User to perform its obligations under its ElecLink Open Season User Agreement or of that Parent Company to perform its obligations under its Parent Company Guarantee; or

(c) the validity or enforceability of or the rights or remedies of ElecLink under that User's ElecLink Open Season User Agreement or that Parent Company's Parent Company Guarantee;

**"Maximum
Potential Credit
Exposure"**

means:

(a) in relation to any Open Season User and for the purposes of the Open Season Auction Credit Requirement, the product of:

(i) the Adjustment Coefficient; and

(ii) the net present value, discounted at an annual rate equal to the Discount Rate, of the maximum potential commitment throughout the applicable Product Period associated with the Open Season User's Bid ("NPV(Max Potential Commitment)"), calculated as follows:

$$NPV_{(Max\ Potential\ Commitment)} = \sum_{t=i}^N \frac{(Bid\ Capacity_t * Hours_t * Bid\ Price_t)}{(1 + DR)^{(t-Base\ Year)}}$$

where:

t denotes a calendar year included (wholly or partially) within the Product Period of the Open Season Units for which the Open Season User submits a Bid in the relevant Open Season Auction;

i means the calendar year t in which the Product Period of the relevant Open Season Units starts;

N means the calendar year t in which the Product Period of the relevant Open Season Units ends;

Base Year means the calendar year t in which the Product Period of the relevant Open Season Units starts;

DR means the Discount Rate;

Bid Capacity_t means the capacity (in MW) in year t for which the Open Season User submits a Bid in the relevant Open Season Auction;

Hours_t means the product of (a) the number of days in year t which fall within the Product Period of the relevant Open Season Units and (b) 24;

Bid Price_t means the price (in EUR/MWh) in year t at which the Open Season User submits a Bid for the Bid Capacity_t in the relevant Open Season Auction;

[Explanatory Note: Schedule 9 contains a worked example of this formula, which is by way of illustration only and is not to be used for the purposes of construction of these Rules.]

(b) in relation to any Open Season Unit Holder and for the purposes of the Open Season Continuing Credit Requirement, at any given time in a Reference Year the product of:

(i) the Adjustment Coefficient; and

(ii) the net present value, discounted at an annual rate equal to the Discount Rate, of the total outstanding commitment of an Open Season Unit Holder in relation to the total number of Open Season Units held by the Open Season Unit Holder and for the remainder of the applicable Product Period ("NPV(Total Outstanding Commitment)"), calculated as follows:

$$NPV_{(Total\ Outstanding\ Commitment)} = \sum_{t=i}^N \frac{(Number\ of\ Units_t * Hours_t * Unit\ Price_t)}{(1 + DR)^{(t-Reference\ Year)}}$$

where:

t denotes a calendar year included (wholly or partially) within the Product Period of the Open Season Units allocated to the Open Season Unit Holder;

i means the calendar year t in which the Product Period of the Open Season Units allocated to the Open Season Unit Holder starts;

N means the calendar year t in which the Product Period of the Open Season Units allocated to the Open Season Unit Holder ends;

Reference Year means the calendar year t in which the Open Season Unit Holder's compliance with the Open Season Continuing Credit Requirement is being assessed;

DR means the Discount Rate;

Number of Units_t means the total number of Open Season Units (in MW) allocated to the Open Season Unit Holder for year t;

Hours_t means the product of (a) the total number of days remaining in year *t* as at the time the Open Season Unit Holder's compliance with the Open Season Continuing Credit Requirement is being assessed, and (b) 24;

Unit Price_t means the price (in EUR/MWh) at which the Open Season Units were allocated to the Open Season Unit Holder;

[Explanatory Note: Schedule 9 contains a worked example of this formula, which is by way of illustration only and is not to be used for the purposes of construction of these Rules]

"Maximum Starting Price"

means, in relation to a product of Open Season Units, the price (in €/MWh) designated as such by ElecLink in advance of the relevant Open Season Auction in accordance with Rule D1.2.12;

"Medium Term"

means processes relating to Auctions with Product Periods greater than one (1) Contract Day and less than or equal to one (1) year, and associated Interconnector Capacity activities;

"Medium Term Unit"

means a Unit with a Product Period greater than one (1) Contract Day and less than or equal to one (1) year, as specified in the relevant Auction Specification;

"Mid Point"

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 Point Day Ahead Market Spread"

means, in relation to a Contract Day and a specific hour and direction:

- (a) when an Implicit Daily Auction occurs, the difference of the power exchange prices (in €/MWh) on the British and French day ahead markets ~~a/on such power exchanges as may be chosen by ElecLink in its absolute discretion from time to time~~ (i) as adjusted at Mid Point by application of the Loss Factor for such Contract Day and specific hour and ~~b/(ii)~~ as set the day prior to the Contract Day by the Implicit Allocation Algorithm in €/MWh ~~(such power exchanges to be chosen by ElecLink in its absolute discretion from time to time) and c/and (iii)~~ as published by ElecLink on the CMS; and
- (b) when an Implicit Daily Auction has been cancelled, the difference of ~~these~~the power exchange prices (in €/MWh) on the British and French day ahead markets ~~a/on such power exchanges as may be chosen by ElecLink in its absolute discretion from~~

time to time (i) as adjusted at Mid Point by application of the Loss Factor for such Contract Day and specific hour and ~~b/(ii)~~ as calculated by ElecLink using the Exchange Rate and ~~c/(iii)~~ as published by ElecLink on the CMS;

and for the avoidance of doubt the Mid Point Day Ahead Market Spread for the direction France to England for a Contract Day and a specific hour is:

$\text{Price GB} * (1 - \text{Loss Factor}) - \text{Price FR} * (1 + \text{Loss Factor})$
where:

- (i) Price GB is the chosen power exchange price (in €/MWh) on the British day ahead market for such Contract Day and specific hour;
- (ii) Price FR is the power exchange price (in €/MWh) on the French day ahead market for such Contract Day and specific hour;

~~And~~ and vice versa for the direction England to France:

$\text{Price FR} * (1 - \text{Loss Factor}) - \text{Price GB} * (1 + \text{Loss Factor})$

"Mid Point Day Ahead Market Spread Cap"

means, in relation to a Contract Day and a specific hour and direction, the value (expressed in €/MWh) calculated by ElecLink in accordance with Schedule 7 and published on CMS;

"Mid Point Nomination" or "MPN"

has the meaning given to it in Rule E3.1;

"Minimum Starting Price"

means, in relation to a product of Open Season Units, the price (in €/MWh) designated as such by ElecLink in advance of the relevant Open Season Auction in accordance with Rule D1.2.12;

"Monthly Compensation Cap"

has the meaning given to it in Rule E8.4;

"Netting"

means the superposition of MPNs in two opposite directions (France-England and England-France), in order to release some capacity in the more congested direction for the next allocation step, and "Netted" shall have corresponding meaning;

"Network Code"

has the meaning given to it in 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 and includes all applicable regulations in the form of binding guidelines;](#)

"NGET Transmission Licence"	means the licence granted by the Secretary of State to NGET under Section 6(1)(b) of the Governing Act permitting, inter alia, the transmission of electricity in England and Wales, as amended from time to time;
"NGET Transmission System"	means the system comprising electric lines owned or operated by NGET for the transmission of electricity as defined in the GB Grid Code;
"NGET"	means National Grid Electricity Transmission plc, a company incorporated in England and Wales;
"Nominate"	means, in relation to a User, the action to submit a MPN to ElecLink, and "Nomination" shall have corresponding meaning;
"Nomination Gate Closure"	means, for a specific Timescale and in relation to a Settlement Period, the last time at which Nominations can be made in relation to that Settlement Period (those times being listed in Schedule 4);
"Non-Default Bidder"	means an Open Season User who is not a Default Bidder;
"Non-Open Season User"	means any person, other than ElecLink, who for the time being is a party to an ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity;
"Novation Date"	means the date specified as such in a Novation Notice;
"Novation Notice"	means a notice given in accordance with Rules F9. 11 12 and 9. 12 13 ;
"Offered Capacity"	means the number of Units being made available in the respective Unit Validity Times in an Auction;
"Open Season"	means processes relating to Auctions with Product Periods greater than one (1) year and less than or equal to ten (10) years, and associated Interconnector Capacity activities;
"Open Season Auction Credit Requirement"	<p>—means, in relation to an Open Season User and any Bid by that Open Season User in an Open Season Auction for a particular number of Open Season Units in a particular direction with a particular Product Period, that any one (at the Open Season User's option) of the following conditions (a) – (e) is satisfied:</p> <p>(a) the Open Season User has a Credit Rating not lower than shown in Table 1 in Schedule 8 for that number of Open Season Units and that Product Period; or</p>

(b) the Open Season User has a Tangible Net Worth not lower than shown in Table 1 in Schedule 8 for that number of Open Season Units and that Product Period; or

(c) a Parent Company of that Open Season User has a Credit Rating not lower than shown in Table 1 in Schedule 8 for that number of Open Season Units and that Product Period and that Parent Company has executed, and the Open Season User has delivered to ElecLink, a Parent Company Guarantee; or

(d) a Parent Company of that Open Season User has a Tangible Net Worth not lower than shown in Table 1 in Schedule 8 for that number of Open Season Units and that Product Period and that Parent Company has executed, and the Open Season User has delivered to ElecLink, a Parent Company Guarantee; or

(e) the Open Season User has delivered to ElecLink a Letter of Credit which:

(i) has an Expiry Date no earlier than one month following the due date for payment (in accordance with Rule C2) of the last instalment of the Unit Price for those Open Season Units and that Product Period, on the assumption that all those Open Season Units for that Product Period will be allocated to the Open Season User in that Open Season Auction; and

(ii) is for a maximum amount, in Euros, of not less than the Maximum Potential Credit Exposure in relation to that number of Open Season Units and that Product Period;

"Open Season Auction Software"

means the web-based secure auctioning platform for the operation of the Open Season Auction as designated from time to time by ElecLink and the Auction Manager;

"Open Season Continuing Credit Requirement"

~~8888~~ means, at any time and in relation to an Open Season Unit Holder and the total number of Open Season Units of a particular original Product Period which have been allocated to that Open Season Unit Holder at that time, that any one (at the Open Season Unit Holder's option) of the following conditions (a) – (e) is satisfied:

(a) the Open Season Unit Holder has at that time a Credit Rating not lower than shown in Table 2 in Schedule 8 for that total number of Open Season Units and that original Product Period; or

(b) the Open Season Unit Holder has a Tangible Net Worth not lower than shown in Table 2 in Schedule 8 for that total number of Open Season Units and that original Product Period; or

(c) a Parent Company of that Open Season Unit Holder has a Credit Rating not lower than shown in Table 2 in Schedule 8

for that total number of Open Season Units and that original Product Period and that Parent Company has executed, and the Open Season Unit Holder has delivered to ElecLink, a Parent Company Guarantee; or

(d) a Parent Company of that Open Season Unit Holder has a Tangible Net Worth not lower than shown in Table 2 in Schedule 8 for that total number of Open Season Units and that original Product Period and that Parent Company has executed, and the Open Season Unit Holder has delivered to ElecLink, a Parent Company Guarantee; or

(e) the Open Season Unit Holder has delivered to ElecLink a Letter of Credit which:

(i) has an Expiry Date no earlier than one month following the due date for payment (in accordance with Rule C2) of the last instalment of the Unit Price for those Open Season Units and that Product Period; and

(ii) is for a maximum amount, in Euros, of not less than the Maximum Potential Credit Exposure as at that time in relation to that total number of Open Season Units and that original Product Period;

“Open Season Contracted Revenue Target”

means the minimum level of contracted revenues from the sale of Open Season Units required by ElecLink to achieve Financial Close;

“Open Season Revenues”

means, in relation to an Auction of Open Season Units, the sum of:

(a) realized and Total Contracted Revenues from the sale of Open Season Units prior to the relevant Auction; and

(b) Total Contracted Revenues from the relevant Auction of Open Season Units.

“Open Season Revenue Cap”

has the meaning given to it in Rule D1.9;

“Open Season Unit”

means a Unit with a Product Period greater than one (1) year and less than or equal to ten (10) years, as specified in the relevant Auction Specification;

“Open Season User”

means any person, other than ElecLink, who for the time being is a party to an ElecLink Open Season User Agreement;

“Open Season User Guide”

means the guide to the auction rules for Open Season Units published by ElecLink or the Auction Manager prior to the relevant Open Season Auction;

<u>"Operational Start Date"</u>	<u>means the date on which commissioning of the Interconnector is completed and certified as such by NGET and RTE and ElecLink can commence commercial operations;</u>
"Operator Default"	means any breach or default by ElecLink (and/or, as the case may be, any Step-in Operator) of its obligations and liabilities to an Open Season User under an Open Season User Agreement;
"Operator Payment Default"	means an Operator Default which relates only to the non-payment of money due and owing;
"Other Operator Default"	means any Operator Default other than an Operator Payment Default;
"Outage"	means any reduction of Interconnector Capability in either direction and includes Forced Outages and Trips;
<u>"Outbid"</u>	<u>has the meaning given to it in Rule D1.5.26;</u>
<u>"Outbid Block"</u>	<u>means a Block which has been Outbid;</u>
"Parent Company"	in relation to an Open Season User or an Open Season Unit Holder means a "parent undertaking" of that Open Season User or an Open Season Unit Holder, as such term is defined in section 1162 of the Companies Act 2006 of the United Kingdom;
"Parent Company Guarantee"	means a performance guarantee in such form as ElecLink may approve from time to time and issued in favour of ElecLink by a Parent Company of that <u>an</u> Open Season User;
"Participating Member States"	means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union;
<u>"PEM"</u> <u>"Parties"</u>	<u>means ElecLink and the Users and "Party" means either one of them as the context requires;</u>
<u>"Payment Incident"</u>	<u>has the meaning given in Rule C2.7.1;</u>
<u>"PEP"</u>	means Programme d'Export à Mandarins <u>Peuplingues</u> ;
<u>"PIM"</u> <u>"Physical Notification"</u>	<u>means, in respect of each Settlement Period and each User, a file based on the aggregate of MPNs referred to in Rule E3.14 submitted by ElecLink to NGET and RTE on behalf of each User;</u>
<u>"PIP"</u>	means Programme d'Import à Mandarins <u>Peuplingues</u> ;
"Planned Outage"	means an Outage which is planned in advance by ElecLink;

"Planned Outage Period"	means a period of time during a Product Period where the Offered Capacity <u>Interconnector Capability</u> is less than the Offered Capacity <u>Interconnector Capability</u> at other times during the Product Period as a consequence of a planned <u>Planned</u> Outage;
"Price Increment Formula"	means, in relation to a product of Open Season Units, the formula, as designated by ElecLink in accordance with Rule D1.2.12, used by the Auction Manager in determining the Increment for the relevant product in each Round of the Open Season Auction;
"Product Period"	means the period of time <u>for which Units are made available in an Auction</u> , beginning on the first Contract Day in respect of a specific Auction <u>that period</u> and ending at the end of the last Contract Day in respect of such Auction <u>of that period</u> ;
"Range of Total Excess Demand"	<p>means, for a given Section in a given Round, unless specified otherwise by the Auction Manager in the relevant Auction Specification:</p> <p>(i) 0 – 40, if Total Excess Demand for the Section is between zero (0) and forty (40) Blocks;</p> <p>(ii) 41 – 60, if Total Excess Demand for the Section is between forty one (41) and sixty (60) Blocks;</p> <p>(iii) 61 – 80, if Total Excess Demand for the Section is between sixty one (61) and eighty (80) Blocks;</p> <p>(iv) 81 – 100, if Total Excess Demand for the Section is between eighty one (81) and one hundred (100) Blocks;</p> <p>(v) 101 – 110, if Total Excess Demand for the Section is between one hundred and one (101) and one hundred and ten (110) Blocks;</p> <p>(vi) 111 – 120, if Total Excess Demand for the Section is between one hundred and eleven (111) and one hundred and twenty (120) Blocks;</p> <p>(vii) 121 – 125, if Total Excess Demand for the Section is between one hundred and twenty one (121) and one hundred and twenty five (125) Blocks;</p> <p>(viii) and so forth in incremental ranges of 5 Blocks each thereafter;</p>
"Recipient"	means, in relation to an item of Confidential Information, the person to whom it is disclosed;
"Reference Period"	has the meaning given to it in Schedule 7;
"Règles d'Accès au Réseau Public de Transport Français pour des Importations et des Exportations"	means the <i>Règles d'Accès au Réseau Public de Transport Français pour des Importations et des Exportations</i> established by RTE in the version published on RTE's web site from time

to time. ~~These rules define~~ defining the conditions to access the RTE Transmission System ~~to be for~~ exports and imports;

"Regulated Units"

means Units that exist on regulated interconnectors on the border between England and France;

"Reinstatement Notice"

has the meaning given to it in Rule B2.6;

"Related Undertaking"

has the meaning given in paragraph 22 of Article 2 of the Directive 2009/72/EC concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC;

"Relevant Unit Holder"

has the meaning given to it in Rule E4.3.13;

"Resale"

means the offering of Units in a Medium Term Auction by ElecLink on behalf of a Unit Holder, and the resulting reallocation of those Units to another User in accordance with Rule E4.3, and "Resell", and "Resold" shall have corresponding meanings;

"Resale Period"

means the period of time specified as such by a User in a Resale Request;

"Resale Request"

means a written notice from a Unit Holder to ElecLink requesting ElecLink to Resell the Unit Holder's Units during the Resale Period;

"Resale Unit"

has the meaning given to it in Rule E4.3.9;

"Resold Unit Quantity"

means (in megawatt-hours) the product of the (a) number of Units Resold by the User at a specific Medium Term Auction (in megawatts) and (b) the aggregate hours of the Unit Validity Times within the Product Period of such Medium Term Auction;

"Revised Open Season Revenues"

means, in relation to an Auction of Open Season Units, the sum of:

(a) realized and Total Contracted Revenues from the sale of Open Season Units prior to the relevant Auction, and

(b) Total Contracted Revenues from the Auction of Open Season Units as revised after the application of the procedure described in Rule D1.9.3;

"Round"

means a round of the simultaneous ascending clock Auction for Open Season Units;

"RTE"

means RTE Réseau de transport d'électricité;

"RTE Grid Code"

means the rules, including technical rules, establishing the minimum technical design and operation requirements for connection to the RTE Transmission System established or

to be established under Article 14 of the French Electricity Law;

"RTE Settlement Arrangements" means the arrangements established or to be established under or in accordance with Article 15 of the French Electricity Law including operational planning, system services and payments to and from Users of the RTE Transmission System. As at the date of this agreement, the RTE Settlement Arrangements include *Accords de participation en qualite de Responsable d'Equilibre*;

"RTE Transmission System" the system of electric lines operated by RTE under concession for the transmission of electricity, as defined in the French ~~Act~~[Electricity Law](#), the Cahier des Charges de Concession as defined in the amendment dated 10 April 1995 of the concession rules dated 27 November 1958 or as subsequently amended by law;

"Rules" means these [ElecLink Access Rules](#), [including the Schedules](#), as amended from time to time;

"~~Second~~ Qualification Period" means, in relation to an Open Season Auction, the period of [five \(5\) Business Days, starting on the sixth Business Day \(or such other time as ElecLink may specify prior to the relevant Open Season Auction\) after the end of the First Qualification Period, within which a person wishing to participate in the relevant Open Season Auction must provide to ElecLink any additional or outstanding information reasonably required by ElecLink in connection with that person's eligibility in accordance with these Rules and otherwise in connection with that person's participation in the relevant Open Season Auction](#);

"Secondary Market" means Resale and Capacity Transfer of Interconnector Capacity, as described in Rule E4;

"Section" [has the meaning given to it in Rule D1.2.14;](#)

"Set of Bids" means all valid Bids [for an Auction](#) from a User registered in the CMS and as modified during the relevant Bidding Period, at any time;

"Settlement Period" means each half-hour period coinciding with Settlement Periods as defined in the Balancing and Settlement Code;

"Standard Training" means a set of on-line exercises designed by ElecLink to enable Users to become sufficiently familiar with the CMS. ~~The exercises shall~~ [and to](#) be undertaken on the test platform of the CMS with remote support from ElecLink ~~and~~ in conjunction with a ~~User Guide~~[user guide](#) and other relevant documentation;

"Standing Data" means, in relation to a User, the data and other information to be given by the User to ElecLink described in Schedule 3;

"Starting Price"	<u>means, in relation to a product of Open Season Units, the price (in €/MWh) in the first Round of the Open Season Auction. The Starting Price will be designated by ElecLink in accordance with Rule D1.2.13 and:</u> <u>(a) shall not be greater than the Maximum Starting Price; and</u> <u>(b) shall not be less than the Minimum Starting Price;</u>
"Step-in Date"	means the date specified as such in a Step-in Notice;
"Step-in Notice"	means a notice given in accordance with Rules F9. 67 and 9. 78 ;
"Step-in Operator"	means a person specified as such in a Step-In Notice and satisfying the criteria set out in Rule F9. 78 (b);
"Step-in Period"	means the period commencing at 00.00 hours on the Step-In Date and ending at 23.59 hours on the Step-Out Date;
"Step-out Date"	means the earlier of [] Business Days after the Step-in Date or <u>(a) the date specified as such in a Step-out Notice or</u> a <u>(b) the</u> Novation Date;
"Substitute Operator"	means a person specified as such in a Novation Notice and satisfying the criteria set out in Rule F9. 1213 (b);
"Suspension Event"	means, in relation to a User, any of the following events: (a) the User's rights referred to in Section H3.2.2(c) of the Balancing and Settlement Code are suspended under Section H3.2.1 of that Code; (b) the User becomes a Dormant CUSC Party (as defined in CUSC); (c) any request is made under CUSC for National Grid or RTE to cease or procure the cessation of the transport of power across the Interconnector by or on behalf of the User;
"Suspension Event of Default"	has the meaning given to it in Rule F6.3.2;
<u>"Switch"</u>	<u>means, in relation to an Open Season User in any given Round, to request to reduce the Bid for one product by one or more Blocks and increase the Bid for the other product in the same Section by an equivalent number of Blocks so that the total number of Blocks bid across all products in the Section remains unchanged;</u>
<u>"Switched Block"</u>	<u>means a Block which is the subject of a request to Switch;</u>
"Tangible Net Worth"	in relation to a User or its Parent Company means that User's, or its Parent Company's, total Assets minus its Liabilities minus its Intangible Assets ;

"Target"	<u>means, in relation to a product of Open Season Units, the quantity (in MW) auctioned for this product measured in Blocks;</u>
"Taxes"	means all forms of taxation and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and of any jurisdiction and any penalty, fine, surcharge, interest, charges or costs payable in connection with any Taxes;
"Technical Dispute"	means any dispute relating to technical matters in relation to Parts A, B, C, D or E of these Rules, including but not limited to technical matters relating to the CMS;
"Termination Event of Default"	has the meaning given to it in Rule F6.4.2;
"Timescale"	means either <u>Open Season, Medium Term</u> , Daily or Intraday period of time;
	"Time-Out" <u>means, in relation to a Round in an Auction of Open Season Units, extending the duration of the Round at the imposition of the Auction Manager;</u>
"Total Contracted Revenues"	<u>means, in relation to an Auction of Open Season Units, the sum of Contracted Revenues across all products in both Sections;</u>
"Total Excess Demand"	<u>means, for a given Section in a given Round, the sum over all products in that Section of:</u> <u>(a) Free Eligibilities; and</u> <u>(b) the sum of the Excess Demands;</u>
"Transmission System Operator"	means each of NGET in its capacity as operator of the NGET Transmission System and RTE in its capacity as operator of the RTE Transmission System;
"Trip"	means any unforeseen event which results in an Outage;
"Unit"	means the right to an ICE of up to 1MW (subject to Curtailment and these Rules) in a particular direction and during the Product Period of the Unit, as defined in Rule E2.1 and subject to and on the terms and conditions of these Rules;
"Unit Holder"	means a User who has been allocated Units under these Rules, any of which at the relevant time have not yet reached the end of their Product Period and, for the purposes of the Rules specified in Rule E4.4.10(a), Users to whom a Capacity Transfer is made;
"Unit Price"	means, for a Unit, the Auction Price (in euros per megawatt hour) resulting from the Auction at which the Unit was allocated to the User;

"Unit Quantity"	means, in megawatt-hours, the product of (a) the number of Units allocated to the User at a specific Auction (in megawatts) and (b) the aggregate hours of the Unit Validity Times within the Product Period of such Units;
"Unit Resale Price"	means, for a Unit, the Auction Price (in euros per megawatt hour) resulting from the Auction at which the Unit was Resold by the User, as set out in Rule E4.3.10;
"Unit Validity Times"	<p>means:</p> <p>(a)</p> <p>(a) <u>in the case of Open Season Units, the specific hours within the Product Period for which the Units have been offered in the applicable Auction excluding any Planned Outage Period;</u></p> <p>(b) <u>in the case of Medium Term Units, the specific hours within the Product Period for which the Units have been offered in the applicable Auction, excluding any Planned Outage Period;</u></p> <p>(c) in the case of Daily Units, the individual hours for which the Units have been offered in the applicable Auction; <u>and</u></p> <p>(d) in the case of Intraday Units, the individual hours for which the Units have been offered in the applicable Auction;</p>
"Unused Units"	has the meaning given to it respectively in Rules E5.2.1, E5.3.1 and E5.3.2, and is referred <u>to</u> , in the CMS, <u>as</u> "Not-Nominated capacity";
"Use-It-or-Lose-It" ("UIOLI")	has the meaning given to it in Rule E5;
"Use-It-or-Sell-It" ("UIOSI")	has the meaning given to it in Rule E5;
"Use of System Interconnector Agreement"	means an agreement (including a Framework Agreement as defined in CUSC) between NGET and a User in the form agreed by NGET setting out the terms on which the User may use the NGET Transmission System in relation to Energy Transmission;
"User"	means any person, other than ElecLink, who for the time being is a party to <u>an ElecLink Open Season User Agreement or an ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity;</u>
"User Systems"	means, in relation to a User, the hardware, software and other systems needed by the User to exercise its rights and perform its obligations under these Rules, including communicating

electronically with ElecLink, participating in Auctions and using Interconnector Capacity; and

"Validity Period"

in relation to a Letter of Credit, means the period from the first date for presentation of payment until the last date for presentation of payment as specified in the Letter of Credit;¹

"Winning Bidder(s)"

means, in relation to a product of Open Season Units, the Open Season User(s) determined in accordance with Rule D1.7;

"Withdraw"

means to request a reduction in the number of Blocks bid on a given product in a given Section and "Withdrawn" and "Withdrawal" have corresponding meanings; and

"Withdrawn Block"

means a Block which is the subject of a request to Withdraw.

Subject to Disclaimers

Part II: Interpretation

In these Rules (including its Schedules) 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 table of contents, headings and examples are inserted for convenience only and do not affect the interpretation of the 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 a "Rule" is a reference to a rule contained in the relevant Section, any reference in a Schedule to a "paragraph" is a reference to a paragraph contained in that Schedule and any reference to a "Schedule" is a reference to a Schedule to the Rules. Rules are identified by reference to the relevant Section and Rule number. For example Rule D4 refers to Rule 4 in Section D;
- (g) 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;
- (h) 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;
- (i) a reference to time is a reference to CET time unless (otherwise specified);
- (j) the symbol * requires multiplication to be effected;
- (k) where ElecLink is required to publish any information under these Rules, it may do so by making the information or data available on its website or via the CMS; and
- ~~(l) an obligation to use reasonable endeavours shall be construed as an obligation de moyens; and~~
- ~~(m) (l) in the English version of these Rules, words in French in italics are to be interpreted in accordance with their meaning in French and in the French version of these Rules, words in English in italics are to be interpreted in accordance with their meaning in English.~~

SCHEDULE 2A: FORM OF ELECLINK USER AGREEMENT FOR MEDIUM TERM, DAILY AND INTRADAY INTERCONNECTOR CAPACITY

THIS ELECLINK USER AGREEMENT FOR MEDIUM TERM, DAILY AND INTRADAY INTERCONNECTOR CAPACITY is made on the day of 20

BETWEEN:

- (1) **ELECLINK LIMITED** a company registered in England and Wales with company number 07595420 whose registered office is at 3rd Floor, Colette House, 52-55 Piccadilly, London W1J 0DX, United Kingdom ("**ElecLink**"); and
- (2) **THE NON-OPEN SEASON USER** named in Item 1 of the Schedule to this Agreement whose registration number and registered office are set out in Item 1 of the Schedule ("**Non-Open Season User**")

RECITALS:

- (A) ElecLink is the operator of the Interconnector and has established the ElecLink Access Rules governing the relationship between ElecLink and the Users and more particularly setting out the arrangements for selling rights to use the Interconnector and the terms of use.
- (B) The Non-Open Season User wishes to be party to this Agreement to enable it to bid for, acquire and use rights to use Medium Term, Daily and Intraday Units in the Interconnector under the terms of the ElecLink Access Rules.
- (C) The Parties are entering into this Agreement for the purposes of giving effect to and binding themselves to the ElecLink Access Rules in relation to the ~~'s~~Non-Open Season User's acquisition and use of rights to use Medium Term, Daily and Intraday Units in the Interconnector.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

- 1.1 In this Agreement including the recitals, capitalised words and phrases have the meanings given to them below except where the context requires otherwise:

"**Agreement**" means this ElecLink User Agreement for Medium Term, Daily and Intraday Interconnector Capacity;

"**ElecLink Access Rules**" means the rules of that name established by ElecLink providing for the sale and use of rights to use the Interconnector as amended from time to time, the current version of which is as published on ElecLink's website at the date of this Agreement and has been made available to the Users;

"**ElecLink User Guide**" ~~means~~has the ~~guide~~meaning given to that term in Part I of Schedule 1 to the ElecLink Access Rules, ~~published by ElecLink and designated as such by it from time to time~~;

"**Interconnector**" means the 1,000 MW DC interconnector running or to run through the Channel Tunnel between Sellindge in England and ~~in France~~Peuplingues in France (and includes any switching bays, cables, converter stations and other plant and apparatus owned by ElecLink connecting the NGET Transmission System to the RTE Transmission System as such switching bays, cables, converter stations and other plant, apparatus and meters are replaced, modified, developed or added to from time to time);

"NGET Transmission System" has the meaning given to that term in Part I of Schedule 1 to the ElecLink Access Rules;

"Parties" means ElecLink and the Non-Open Season User and "Party" means either one of them as the context requires; and

"RTE Transmission System" has the meaning given to that term in Part I of Schedule 1 to the ElecLink Access Rules; and

"Users" has the meaning given in the ElecLink Access Rules and includes the Non-Open Season User.

- 1.2 The rules of interpretation in Part II of Schedule 1 to the ElecLink Access Rules apply to this Agreement.

2. ElecLink Access Rules

- 2.1 The ElecLink Access Rules are hereby given effect between and made binding upon each Party with effect from the date of execution of this Agreement by both Parties.
- 2.2 With effect from the date of execution of this Agreement by both Parties, each Party undertakes to the other Party to comply with and perform its obligations in accordance with and subject to the ElecLink Access Rules.

3. Warranties

- 3.1 The Non-Open Season User warrants to ElecLink at the time of entering into this Agreement that:
- (a) the information and data provided by the Non-Open Season User to ElecLink in its Application Form (as defined in the ElecLink Access Rules) is true, accurate and complete in all respects;
 - (b) the Non-Open Season User will not by entering into this Agreement or acquiring rights under the ElecLink Access Rules infringe any anti-trust or competition legislation or any undertaking or other obligation arising under any antitrust or competition legislation;
 - (c) in the case of a Non-Open Season User that is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
 - (d) the Non-Open Season User has full power and authority to enter into and perform this Agreement and to acquire and exercise rights and perform its obligations under the ElecLink Access Rules and all necessary action has been taken on its part to authorise entry into and performance of this Agreement and ~~rights~~its obligations under the ElecLink Access Rules;
 - (e) this Agreement and the Non-Open Season User's obligations under the ElecLink Access Rules constitute its legal, valid and binding obligations, enforceable against it in accordance with the terms of this Agreement and the ElecLink Access Rules;
 - (f) the Non-Open Season User has taken the steps necessary to ensure that it has access to all the relevant documentation issued by ElecLink including but not limited to the ElecLink Access Rules and the ElecLink User Guide; and
 - (g) the Non-Open Season User is not insolvent and it has no knowledge of any possible insolvency proceedings that may be brought against it in the immediate future.

DRAFT FOR CONSULTATION

- 3.2 If any of the above ceases to be true with regard to the [Non-Open Season User](#) at any time prior to termination of this Agreement, the [Non-Open Season User](#) shall promptly notify ElecLink of that fact and shall provide full details.

4. Notices

- 4.1 All notices and other communications between the Parties under or in connection with this Agreement and the ElecLink Access Rules must be given in accordance with the ElecLink Access Rules.
- 4.2 The address and contact details for ElecLink are set out in Item 3 of the Schedule to this Agreement. The address and contact details for the [Non-Open Season User](#) are set out in Item 2 of the Schedule to this Agreement.
- 4.3 The address and contact details of a Party can be amended from time to time by notice from that Party to the other Party.

5. Termination

This Agreement may be terminated only as provided for in the ElecLink Access Rules.

6. General

- 6.1 This Agreement and the ElecLink Access Rules are governed by and construed in accordance with English law.
- 6.2 This Agreement and the ElecLink Access Rules must be read and construed as one document. References in the ElecLink Access Rules to the ElecLink User Agreement [for Medium Term, Daily and Intraday Interconnector Capacity](#) or the ElecLink User Agreement must be read and construed as references to the ElecLink Access Rules and this Agreement.
- 6.3 If any provision of this Agreement or the ElecLink Access Rules is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or pursuant to arbitration under the ElecLink Access Rules or by order of any Competent Authority (as defined in the ElecLink Access Rules), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the ElecLink Access Rules and this Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

SIGNED by the Parties as an Agreement.

SIGNED by and on behalf of *[insert Non-Open Season User entity name]* by its duly authorised representative in the presence of:

.....
Signature of witness

.....
Full name of witness

.....
Signature of authorised representative

.....
Full name of authorised representative

.....
Title of authorised representative

DRAFT FOR CONSULTATION

SIGNED by and on behalf of ***ElecLink Limited***
by its duly authorised representative in the
presence of:

.....
Signature of authorised representative

.....
Signature of witness

.....
Full name of authorised representative

.....
Full name of witness

.....
Title of authorised representative

Subject to Disclaimer

The Schedule

Item 1: The Non-Open Season User

Name:	<i>[Insert]</i>
Registered number	<i>[Insert]</i>
Registered address:	<i>[Insert]</i>

Item 2: Notices to the Non-Open Season User

Address for notices:	<i>[Insert]</i>
Fax	<i>[Insert]</i>
Telephone:	<i>[Insert]</i>
Attention:	<i>[Insert]</i>

Item 3: Notices to ElecLink

Address for notices:	<i>[Insert]</i>
Fax	<i>[Insert]</i>
Telephone:	<i>[Insert]</i>
Attention:	<i>[Insert]</i>

SCHEDULE 2B: FORM OF ELECLINK OPEN SEASON USER AGREEMENT

THIS **ELECLINK OPEN SEASON USER AGREEMENT** is made on the _____ day of _____ 20____

BETWEEN:

- (1) **ELECLINK LIMITED** a company registered in England and Wales with company number 07595420 whose registered office is at 3rd Floor, Colette House, 52-55 Piccadilly, London W1J 0DX, United Kingdom ("**ElecLink**"); and
- (2) ~~4.~~ **THE OPEN SEASON USER** named in Item ~~1.~~ of the Schedule to this Agreement whose registration number and registered office are set out in Item ~~1.~~ of the Schedule ("**Open Season User**").

RECITALS:

- (A) ElecLink intends to construct the Interconnector and wishes to make available multi-year capacity in the Interconnector through one or more Open Season Auctions in advance of, or after, the commencement of operation of the Interconnector.
- (B) ElecLink is or will be the operator of the Interconnector and has established the ElecLink Access Rules governing the relationship between ElecLink and the Users and more particularly setting out the arrangements for selling rights to use the Interconnector (including Open Season Units) and the terms of use.
- (C) The Open Season User wishes to be party to this Agreement to enable it to bid for, acquire and use rights to Open Season Units in the Interconnector under the terms of the ElecLink Access Rules.
- (D) The Parties are entering into this Agreement for the purposes of giving effect to and binding themselves to the ElecLink Access Rules in relation to the Open Season User's acquisition and use of rights to use Open Season Units in the Interconnector.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

- 1.1 In this Agreement including the recitals, capitalised words and phrases have the meanings given to them below except where the context requires otherwise:

"**Agreement**" means this ElecLink Open Season User Agreement;

"**Commercial Delivery Date**" means the date on which ElecLink declares the Interconnector to be operational, following completion of the design, construction, testing and commissioning of the Interconnector (including a period at ElecLink's discretion during which units may be made available on a daily or intra-day basis prior to being made available to the Open Season User under this Agreement) and all Rights and Agreements having been obtained and being in full force and effect, and available for use by the Open Season User in accordance with the Open Season User's entitlement to Open Season Units;

"**ElecLink Access Rules**" means the rules of that name established by ElecLink providing for the sale and use of rights to use the Interconnector as amended from time to time, the current version

of which is as published on ElecLink's website at the date of this Agreement and has been made available to the Users;

"Financial Close" means the occurrence of both of the following:

- (i) the receipt by ElecLink from the Funders of confirmation of the satisfaction or unconditional waiver of all of the conditions precedent to the Funding Arrangements; and
- (ii) the passing of a resolution of the board of directors of ElecLink approving a final investment decision for the construction of the Interconnector;

"Financial Close Period" has the meaning given in Clause 2-.1(a);

"Final Forecast Commercial Delivery Date" has the meaning given in Clause 3.5;

"Force Majeure" has the meaning given in the ElecLink Access Rules;

"Funders" has the meaning given to that term in Part I of Schedule 1 to the ElecLink Access Rules;

"Funders' Agent" has the meaning given to that term in Part I of Schedule 1 to the ElecLink Access Rules;

"Funding Arrangements" has the meaning given to that term in Part I of Schedule 1 to the ElecLink Access Rules;

"Grace Period" means the period commencing at 24.00 hours on the Final Forecast Commercial Delivery Date and ending at 00.00 hours on the date falling 12 months after the Final Forecast Commercial Delivery Date;

"Initial Forecast Commercial Delivery Date" has the meaning given to that term in Part I of Schedule 1 to the ElecLink Access Rules;

"Interconnector" means the 1,000MW DC interconnector running or to run through the Channel Tunnel between Sellindge in England and Peuplingues in France (and includes any switching bays, cables, converter stations and other plant and apparatus owned by ElecLink connecting the NGET Transmission System to the RTE Transmission System as such switching bays, cables, converter stations and other plant, apparatus and meters are replaced, modified, developed or added to from time to time);

"NGET Transmission System" has the meaning given to that term in Part I of Schedule 1 to the ElecLink Access Rules;

"Parties" means ElecLink and the Open Season User and "Party" means either one of them as the context requires;

"Permitted Delay" means any period or periods of delay in obtaining or entering into the Rights and Agreements and/or in the design, construction, testing, commissioning or connection of the Interconnector, or in commencing the commercial operation of the Interconnector, which is due to Force Majeure;

"Product Period" has the meaning given to that term in Part I of Schedule 1 to the ElecLink Access Rules;

"Rights and Agreements" means all those rights, licences, permissions, permits, consents, approvals, certificates and agreements which may be necessary for the construction and lawful operation and use of the Interconnector;

"RTE Transmission System" has the meaning given to that term in Part I of Schedule 1 to the ElecLink Access Rules;

"Unit Price" has the meaning given in the ElecLink Access Rules; and

"Users" has the meaning given in the ElecLink Access Rules and includes the Open Season User.

1.2. The rules of interpretation in Part II of Schedule 1 to the ElecLink Access Rules apply to this Agreement.

2.1 — 3. Condition precedent

2.1 Where this Agreement is made prior to Financial Close:

- (a) the rights and obligations of the Parties under this Agreement and the ElecLink Access Rules, including any rights or obligations arising from any Open Season Auction conducted prior to Financial Close, are in all respects conditional upon and subject to Financial Close occurring within 21 days after the conclusion of such Open Season Auction (provided that ElecLink may at its discretion, by notice in writing to the Open Season User prior to expiry of such 21 day period, extend such 21 day period by a further period of up to seven days) (or such longer period as the Parties may agree in writing) (the "Financial Close Period"); and
- (b) if for any reason whatsoever Financial Close does not occur within the Financial Close Period, this Agreement shall automatically terminate without any obligation or liability of either Party to the other; and
- (c) ElecLink shall promptly give to the Open Season User notice in writing of the occurrence (or non-occurrence within the Financial Close Period) of Financial Close.

3.1 — Provisions applicable prior to the Commercial Delivery Date

3.2 — 1 During the period from Financial Close and continuing through to the Commercial Delivery Date, ElecLink shall use reasonable endeavours, and subject to any Permitted Delay, to:

- (a) obtain and enter into the Rights and Agreements (to the extent not already obtained or entered into);
- (b) lawfully design, construct, test, commission, and commence commercial operation of the Interconnector, or cause the same to occur; and
- (c) provide to the Open Season User from time to time non-binding good faith updates on relevant milestones achieved by ElecLink during the design-build phase as credible and relevant information becomes available (but not less frequently than one update every six months).

3.2 The Product Period for all Open Season Units allocated to the Open Season User in any Open Season Auction which is concluded prior to the Commercial Delivery Date shall commence on the Commercial Delivery Date.

- 3.3 As at the date of this Agreement, and subject to Financial Close and any Permitted Delay, the Commercial Delivery Date is forecast to occur on a day falling within a period of six months which will commence on the Initial Forecast Commercial Delivery Date (the "**Six Month Window Period**"). For the avoidance of doubt, the Commercial Delivery Date shall not occur prior to the Initial Forecast Commercial Delivery Date, irrespective of whether ElecLink has commissioned the Interconnector or caused the same to occur.
- 3.4 ~~3.5~~ By no later than 6 months prior to the commencement of the Six Month Window Period, ElecLink shall use its reasonable endeavours to identify, and notify to the Open Season User, a three month period falling within the Six Month Window Period (the "**Three Month Window Period**") during which the Commercial Delivery Date is, at the time of such notice, and taking account of any Permitted Delay arising prior to such notice, forecast to occur; provided that if for any reason ElecLink does not give such notice, the Three Month Window Period shall be deemed to be the final 90 days of the Six Month Window Period (as extended by any period of Permitted Delay).
- 3.6 ~~5~~ By no later than 3 months prior to the commencement of the Three Month Window Period, ElecLink shall use its reasonable endeavours to identify, and notify to the Open Season User, a day falling within the Three Month Window Period (the "**Final Forecast Commercial Delivery Date**") during which the Commercial Delivery Date is, at the time of such notice, and taking account of any Permitted Delay arising prior to such notice, forecast to occur; provided that if for any reason ElecLink does not give such notice, the Final Forecast Commercial Delivery Date shall be deemed to be the last day of the Three Month Window Period (as extended by any period of Permitted Delay).
- 3.6 The commencement of the Six Month Window Period and/or the commencement of the Three Month Window Period and/or (as the case may be) the Final Forecast Commercial Delivery Date shall be extended by a period equal to any period of Permitted Delay.
- 3.7 If the Commercial Delivery Date is later than the Final Forecast Commercial Delivery Date (as extended in accordance with clause 3.6, if applicable), and provided no Suspension Event of Default or Termination Event of Default (as defined in the ElecLink Access Rules) has occurred and is continuing as at the Commercial Delivery Date, then the Unit Price of each Open Season Unit allocated to the Open Season User in any Open Season Auction concluded prior to the Commercial Delivery Date (a "**Relevant Open Season Unit**") shall be reduced for each hour of the full Product Period of that Relevant Open Season Unit as follows:

$$UP_D = UP - \frac{\sum_{i=1}^N RP_i}{H_{PP}}$$

where:

- (a) UP_D is the discounted Unit Price payable by the Open Season User for that Relevant Open Season Unit pursuant to this Clause 3.7;
- (b) UP is the Unit Price payable by the Open Season User for that Relevant Open Season Unit pursuant to the applicable Open Season Auction;
- (c) i denotes the hour(s) included in the period from the commencement of the Grace Period until the earlier of (A) 00.00 hours on the Commercial Delivery Date or (B) the end of the Grace Period;

(d) N is the last hour included in the period from the commencement of the Grace Period until the earlier of (A) 00.00 hours on the Commercial Delivery Date or (B) the end of the Grace Period;

(e) RPI is:

(i) for a Relevant Open Season Unit in the direction from France to England, the greater of:

(1) zero (0); or

(2) the lesser of:

(A) the value (expressed in EUR/MWh) of, (aa) the Mid Point Day-Ahead Market Spread in the direction France to England in hour i , minus (bb) UP ; and

(B) 10 EUR/MWh; and

(ii) for a Relevant Open Season Unit in the direction from England to France, zero (0); and

(f) H_{PP} is the number of hours in the Product Period of that Relevant Open Season Unit.

If this Clause 3.7 applies, then all references in the ElecLink Access Rules to the Unit Price shall, in relation to the Relevant Open Season Units, be deemed to refer to the Unit Price as so discounted (UP_D).

3.8 If the Commercial Delivery Date has not occurred within six months after the Final Forecast Commercial Delivery Date, the Open Season User may at any time thereafter give not less than six months' notice in writing to ElecLink and to the Funders' Agent of its intention to terminate this Agreement at the end of such notice period (the "**Notice of Intention Period**").

3.9 ~~3.10~~ If the Open Season User has given notice as provided in Clause 3.8 and if the Commercial Delivery Date has not occurred by the end of the Grace Period, the Open Season User may, after expiry of the Notice of Intention Period, then terminate this Agreement with immediate effect by further notice in writing to ElecLink and to the Funders' Agent; provided that, if the Commercial Delivery Date occurs after the end of the Grace Period but before the Open Season User gives notice of termination under this Clause 3.9, the Open Season User's right of termination under this Clause 3.9 shall cease and no longer apply.

3.10 For the avoidance of doubt, but subject to the express provisions of this Clause 3, the provisions of Rules F5 (*Force Majeure*) and F7 (*Liability*) of the ElecLink Access Rules apply to this Agreement and to the obligations and liabilities of the Parties under this Agreement, and in addition:

(a) the Parties acknowledge (and waive any right to claim or assert otherwise) that it would be impracticable to determine the extent of any loss, damage and/or expenditure that either Party would suffer in the event of any delay in the occurrence of the Commercial Delivery Date, or in the event of the non-occurrence of the Commercial Delivery Date, and that the provisions of this Clause 3 provide a fair and reasonable allocation of risk between the Parties and fair and reasonable rights and remedies for the Open Season User and represent a genuine pre-estimate by the Parties of such loss, damage and/or expenditure;

(b) the Open Season User agrees that:

- (i) the rights and remedies expressly provided for in this Clause 3 shall be the only rights and remedies of the Open Season User arising from or in connection with a delay in the occurrence of the Commercial Delivery Date, or from or in connection with the non-occurrence of the Commercial Delivery Date, however such delay or non-occurrence may occur or arise, including as a result of any wilful default, recklessness or negligence of ElecLink or of any contractor, agent, officer or Affiliate of ElecLink (as defined in the ElecLink Access Rules); and
- (ii) all (if any) other rights and remedies (whether arising under statute or in law, equity, contract or tort or otherwise) are hereby excluded; and
- (iii) the Open Season User waives and releases all (if any) other rights and remedies (whether arising under statute or in law, equity, contract or tort or otherwise).

3.11 Clause 3.10 does not (and shall not operate so as to) limit or exclude any liability for fraud (including fraudulent misrepresentation) or for personal injury or death caused by negligence.

4. ElecLink Access Rules

4.1 ~~5.~~ Subject to Clauses 2 and 3 of this Agreement, with effect from the date of execution of this Agreement by both Parties:

- (a) the ElecLink Access Rules are hereby given effect between and made binding upon each Party; and
- (b) each Party undertakes to the other Party to comply with and perform its obligations in accordance with and subject to the ElecLink Access Rules.

5.1 ~~5.4~~ Warranties

5.2 ~~6.~~ ~~6.1~~ 1 The Open Season User warrants to ElecLink at the time of entering into this Agreement that:

- (a) the information and data provided by the Open Season User to ElecLink in its Application Form (as defined in the ElecLink Access Rules) is true, accurate and complete in all respects;
- (b) the Open Season User will not by entering into this Agreement or acquiring rights under the ElecLink Access Rules infringe any anti-trust or competition legislation or any undertaking or other obligation arising under any antitrust or competition legislation;
- (c) in the case of an Open Season User that is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
- (d) the Open Season User has full power and authority to enter into and perform this Agreement and to acquire and exercise rights and perform its obligations under the ElecLink Access Rules and all necessary action has been taken on its part to authorise entry into and performance of this Agreement and its obligations under the ElecLink Access Rules;
- (e) this Agreement and the Open Season User's obligations under the ElecLink Access Rules constitute its legal, valid and binding obligations, enforceable against it in accordance with the terms of this Agreement and the ElecLink Access Rules;

- (f) the Open Season User has taken the steps necessary to ensure that it has access to all the relevant documentation issued by ElecLink including but not limited to the ElecLink Access Rules; and
- (g) the Open Season User is not insolvent and it has no knowledge of any possible insolvency proceedings that may be brought against it in the immediate future.

5.2 If any of the above ceases to be true with regard to the Open Season User at any time prior to termination of this Agreement, the Open Season User shall promptly notify ElecLink of that fact and shall provide full details.

6.2 — Notices

~~6.3~~ ~~7.~~ ~~8.~~ 1 All notices and other communications between the Parties under or in connection with this Agreement and the ElecLink Access Rules must be given in accordance with the ElecLink Access Rules.

6.2 The address and contact details for ElecLink are set out in Item 3 of the Schedule to this Agreement. The address and contact details for the Open Season User are set out in Item 2 of the Schedule to this Agreement.

6.3 The address and contact details of a Party can be amended from time to time by notice from that Party to the other Party.

7. Termination

This Agreement may be terminated only:

- (a) in accordance with Clauses 2.1(b) or 3.9 of this Agreement; or
- (b) as provided for in the ElecLink Access Rules.

8.4 — General

~~8.2~~ 1 This Agreement and the ElecLink Access Rules are governed by and construed in accordance with English law.

~~8.3~~ 2 This Agreement and the ElecLink Access Rules must be read and construed as one document. References in the ElecLink Access Rules to the ElecLink User Agreement or the ElecLink Open Season User Agreement must be read and construed as references to the ElecLink Access Rules and this Agreement.

8.3 If any provision of this Agreement or the ElecLink Access Rules is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or pursuant to arbitration under the ElecLink Access Rules or by order of any Competent Authority (as defined in the ElecLink Access Rules), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the ElecLink Access Rules and this Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

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SIGNED by the Parties as an Agreement.

SIGNED by and on behalf of **/insert Open Season
User entity name/** by its duly authorised
representative in the presence of:

.....
Signature of authorised representative

.....
Signature of witness

.....
Full name of authorised representative

.....
Full name of witness

.....
Title of authorised representative

SIGNED by and on behalf of **ElecLink Limited** by
its duly authorised representative in the presence
of:

.....
Signature of authorised representative

.....
Signature of witness

.....
Full name of authorised representative

.....
Full name of witness

.....
Title of authorised representative

The Schedule

Item 1: The Open Season User

<u>Name:</u>	<u>[Insert]</u>
<u>Registered number</u>	<u>[Insert]</u>
<u>Registered address:</u>	<u>[Insert]</u>

Item 2: Notices to the Open Season User

<u>Address for notices:</u>	<u>[Insert]</u>
<u>Fax</u>	<u>[Insert]</u>
<u>Telephone:</u>	<u>[Insert]</u>
<u>Attention:</u>	<u>[Insert]</u>

Item 3: Notices to ElecLink

<u>Address for notices:</u>	<u>[Insert]</u>
<u>Fax</u>	<u>[Insert]</u>
<u>Telephone:</u>	<u>[Insert]</u>
<u>Attention:</u>	<u>[Insert]</u>

SCHEDULE 3: STANDING DATA

This Schedule 3 lists the Standing Data to be provided by each User. Rule B3 requires Users to keep their Standing Data up to date.

1. Name.
2. [Company registration number.](#)
3. [Registered address.](#)
- ~~3~~4. Address for correspondence.
- ~~4~~5. Telephone number.
- ~~5~~6. Facsimile number.
- ~~6~~7. Commercial contact person and their contact details.
- ~~7~~8. Operational contact person and their contact details. (CMS Main Contact).
- ~~8~~9. Invoicing contact person and their contact details.
- ~~9~~10. Identification of the User's Production Interconnector BM Unit and Consumption Interconnector BM Unit under the Balancing and Settlement Code.
- ~~10~~11. Identification of the *Accord de Participation* of the User with RTE.
- ~~11~~12. Energy Identification Code ([EIC](#)).
- ~~12~~13. E-mail address for operational communications.
14. [Value Added Tax \(VAT\) registration number.](#)

SCHEDULE 4: BUSINESS RULES FOR USE OF INTERCONNECTOR CAPACITY

1. Introduction

- 1.1 This Schedule 4 describes the business process and timings of the following activities:
- (a) calculation and notification by [ElecLink](#) of the Settlement Period values of the ICEs per Timescale for each User in each direction for each Contract Day;
 - (b) notification by each User of Resales and Capacity Transfers at each relevant Timescale; and
 - (c) submission by each User of [Open-Season, Medium](#) Term, Daily and ~~Intraay~~[Intraday](#) Nominations in each direction for each Contract Day.
- 1.2 Notwithstanding Rule A4.7, timings given in this Schedule 4 are nominal timings, which may be subject to change from time to time and under exceptional circumstances. In this case, Users would be informed of new timings to follow in due time.
- 1.3 Times are given in CET.
- 1.4 [Users should note that in addition to these Business Rules, in using the](#) Interconnector they must comply with the NGET Grid Code, the User's Accord de Participation with RTE and any other [applicable legislation](#) or ~~Fr~~[rules in Great Britain or France](#).

2. Energy Accounts

- 2.1 Each User must identify its Production and Consumption Interconnector BM Units under the BSC and the Accord de Participation under the RTE Settlement Arrangements in its Standing Data.
- 2.2 Each User may notify an Energy Transmission against one of each of the types of Energy Account referred to above in any one Settlement Period.~~3.~~——

3. Open Season Business Process

- 3.1 Dates of Open Season Auctions are published in advance by ElecLink.
- 3.2 An Open Season Auction opens and closes at the times specified by ElecLink. During this period of time, Users can submit Bids to ElecLink, in accordance with Rule D1.
- 3.3 Once the Open Season Auction is closed, at the time specified by ElecLink, Units are allocated, pursuant to Rule D1.7 and the terms of the Open Season User Agreement.
- 3.4 Capacity Transfer Notices and Resale Requests of Units initially allocated in any previous Open Season Auction can be submitted to ElecLink, in accordance with Rule E4, up to 30 minutes before the Final Specification of a Medium Term Auction. Any Capacity Transfer of Open Season Units must be confirmed by the User to whom the Capacity Transfer was made and by ElecLink within 3 hours of the Capacity Transfer Notice being received by ElecLink, and no later than 30 minutes before the Final Specification of the relevant Medium Term Auction.
- 3.5 Any Open Season Unit for the Contract Day D can be subject to a Capacity Transfer Notice until 15:30 on the day D-2.
- 3.6 ElecLink will notify each Unit Holder of its Open Season ICE for Contract Day D in each Direction, pursuant to Rule E2, at 16:15 on the day D-2.

3.7 Unit Holders can submit Open Season Mid Point Nominations of Open Season Units for the Contract Day D, from opening of the gate for Open Season MPNs at 16:30 on the day D-2 until Open Season MPNs gate-closure at 09:30 on day D-1, in accordance with Rule E3 (or at any other time specified in advance by ElecLink).

4. Medium Term Business Process

4.1 Dates of Medium Term Auctions are published in advance (end of year Y-1 for Medium Term Auctions taking place in year Y) by ElecLink.

4.2 Five days before the day when a Medium Term Auction is planned, ~~ElecLink will~~ publish an initial Auction Specification, pursuant to Rule D2.3. The Offered Capacity in this initial Specification does not include Units offered for Resale at this Medium Term Auction.

4.3 After the publication of Final Results of any previous Medium Term Auction and no later than 30 minutes before the Final Specification of another Medium Term Auction, Capacity Transfer Notices and Resale Requests of Units initially allocated in any previous Medium Term Auction can be submitted to ElecLink, in accordance to Rule E4.

4.4 Thirty minutes before the opening of a Medium Term Auction, the final Specification of this Medium Term Auction is published by ElecLink, pursuant to Rule D2.3. The Offered Capacity in this Final Specification includes Units submitted for Resale at this Medium Term Auction, subject to any Curtailment, pursuant to Rules D2.3 and E7.

4.5 A Medium Term Auction opens and closes at the times given in the relevant Medium Term Auction Specification (or at any other times specified by ElecLink after publication of the Auction Specification). During this period of time, Users can submit Bids to ElecLink, in accordance with Rules D2.3 and D2.6

4.6 Once the Medium Term Auction is closed, at the time specified in the Auction Specification (or at any other time specified by ElecLink), Units are allocated, pursuant to Rule D2.7, and preliminary Results of this Medium Term Auction are ~~published2.~~published in accordance with Rule D2.2.

4.7 Two hours after the publication of the preliminary Results of a Medium Term Auction (or at any other time specified in advance by ElecLink), the Final Results of this Auction are published, and Capacity Transfer Notices and Resale Requests can be submitted to ElecLink, in accordance with Rule E4.

4.8 Capacity Transfer Notices and Resale Requests of Units initially allocated in any previous Medium Term Auction can be submitted to ElecLink, in accordance with Rule E4, up to 30 minutes before the Final Specification of another Medium Term Auction. Any Capacity Transfer of Medium Term Units must be confirmed by the User to whom the Capacity Transfer was made within 3 hours of the Capacity Transfer Notice being received by ElecLink, and no later than 30 minutes before the Final Specification of another Medium Term Auction.

4.9 Any Medium Term Unit for the Contract Day D can be subject to a Capacity Transfer Notice until 15:30 on the day D-2.

4.10 ElecLink will notify each Unit Holder of its Medium Term ICE for Contract Day D in each Direction, pursuant to Rule E2, at 16:15 on the day D-2.

4.11 Unit Holders can submit Medium Term Mid- ~~Point~~ Nominations of Medium Term Units for the Contract Day D, from opening of the gate for ~~MNs~~Medium Term MPNs at 16:30 on the day D-2

until ~~MNs~~Medium Term MPNs gate-closure at 09:30 on day D-1, in accordance with Rule E3 (or at any other time specified in advance by ~~ElecLink~~).

5. Day-Ahead Business Process when Explicit Daily Auctions are invoked prior to the Implicit Daily Auction Window

- 5.1 The Auction Specification of an Explicit Daily Auction of Units for Contract Day D is published by [ElecLink](#) no later than 09:35 on day D-1, in accordance with Rule D2.4.
- 5.2 An Explicit Daily Auction of Units for Contract Day D opens at 09:40 and closes at 10:00 on Day D-1 (or at any other times specified by [ElecLink](#) in the relevant Auction Specification or after publication of the Auction Specification). During this period of time, Users can submit bids to [ElecLink](#), in accordance with Rules D2.4 and D2.6.
- 5.3 Once the Explicit Daily Auction is closed, Units are allocated, pursuant to Rule D2.7, and preliminary results of this Explicit Daily Auction are published at 10:05 on the day D-1 in accordance with Rule D2.2.
- 5.4 Ten minutes after the publication of the preliminary results of an Explicit Daily Auction (or at any other time specified in advance by [ElecLink](#)), the Final Results of this Explicit Daily Auction are published. Capacity Transfer Notices of Units initially allocated at such Explicit Daily Auction can be submitted to [ElecLink](#), in accordance with Rule E4, from 10:20 on the day D-1.
- 5.5 Any Daily Unit for the Contract Day D can be subject to a Capacity Transfer Notice until 11:45 on the day D-1. Any Capacity Transfer of Daily Units must be confirmed by the User to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by [ElecLink](#), and no later than 11:45 on the day D-1.
- 5.6 [ElecLink](#) will notify each Unit Holder of its Daily ICE for Contract Day D in each Direction, pursuant to Rule E2, at 12:00 on the day D-1 (or at any other time specified in advance by [ElecLink](#)).
- 5.7 Unit Holders can submit Daily Mid [Point](#) Nominations of Daily Units for the Contract Day D, from opening of the gate for Daily ~~MNs~~MPNs at 12:05 on the day D-1 until Daily ~~MNs~~MPNs gate-closure at 14:00 on day D-1, in accordance with Rule E3 (or at any other time specified in advance by [ElecLink](#)).

6. Day-Ahead Business Process when Explicit Daily Auctions are invoked during the Implicit Daily Auction Window

- 6.1 The Auction Specification of an Explicit Daily Auction of Units for Contract Day D would be published by [ElecLink](#) no later than 14:00 on day D-1, in accordance with Rule D2.4.
- 6.2 [An Explicit Daily Auction of Units for Contract Day D opens no later than five](#) (5) minutes after the Auction Specification is published and closes no later than (20) minutes after the opening on Day D-1 (or at any other times specified by [ElecLink](#) in the relevant Auction Specification or after publication of the Auction Specification), provided that there will always be a minimum Bidding Period of 10 minutes. During this period of time, Users can submit bids to [ElecLink](#), in accordance with Rules ~~D2~~.4 and ~~D2~~.6.
- 6.3 Once the Explicit Daily Auction is closed, Units are allocated, pursuant to Rule ~~D7~~[D2.7](#). Final Results of the Explicit Daily Auction would be published on the day D-1 once Implicit Daily Auction is declared unavailable. There is neither publication of preliminary results nor checking of the results by the Users in accordance with Rule D2.[2](#).

- 6.4 Any Daily Unit for the Contract Day D cannot be subject to a Capacity Transfer Notice
- 6.5 [ElecLink](#) will notify each Unit Holder of its Daily ICE for Contract Day D in each Direction, pursuant to Rule E2, no later than fifteen (15) minutes after the publishing of the Final Results of the Explicit Daily Auction on the day D-1 (or at any other time specified in advance by [ElecLink](#)).
- 6.6 Unit Holders can submit Daily Mid [Point](#) Nominations of Daily Units for the Contract Day D, from opening of the gate for Daily ~~MNs~~[MPNs](#) 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 ~~MNs~~[MPNs](#) gate-closure of 15:30 on day D-1, in accordance with Rule E3 (or at any other time specified in advance by [ElecLink](#)).
- 7. ~~Intra-day~~[Intraday](#) Business Process**
- 7.1 The Specification of the first Intraday Auction of Units for Contract Day D is published by [ElecLink](#) no later than 18:45 on day D-1, in accordance with Rule ~~D2~~[D2](#).5. This first Intraday Auction covers hours from 00:00 to 13:59.
- 7.2 The first Intraday Auction for the Contract Day D opens at 19:00 on day D-1 and closes at 19:30 on day D-1 (or at any other times specified by [ElecLink](#) in the relevant Auction Specification or after publication of the Auction Specification). During this period of time, Users can submit bids to [ElecLink](#), in accordance [with](#) Rule ~~D6~~[D2](#).6.
- 7.3 Once the first Intraday Auction is closed, Units are allocated, pursuant to Rule ~~D7~~[D2](#).7, and Final Results of this Intraday Auction are published [in accordance with Rule D2.2](#).
- 7.4 [ElecLink](#) will notify each Unit Holder of its Intraday ICE for the period from 00:00 to 13:59 of the Contract Day D in each Direction, pursuant to Rules E2, at 19:45 on the day D-1 (or at any other time specified in advance by [ElecLink](#)).
- 7.5 Unit Holders can submit Intraday Mid [Point](#) 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 ~~MNs~~[MPNs](#) at 19:50 on the day D-1 until Intraday ~~MNs~~[MPNs](#) gate-closure at 21:00 on day D-1, in accordance with Rule E3 (or at any other time specified in advance by [ElecLink](#)).
- 7.6 Any Intraday Unit for the period from 06:00 to 13:59 of the Contract Day D can be subject to a Capacity Transfer Notice from 21:15 on the day D-1 until 02:00 on the day D. Any such Capacity Transfer of Intraday Units must be confirmed by the User to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by [ElecLink](#), and no later than 02:00 on the day D.
- 7.7 [ElecLink](#) will notify each Unit Holder of its Intraday ICE for the period from 06:00 to 13:59 of the Contract Day D in each Direction, pursuant to Rule E2, at 02:15 on the day D (or at any other time specified in advance by [ElecLink](#)).
- 7.8 Unit Holders can submit Intraday Mid [Point](#) 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 ~~MNs~~[MPNs](#) at 02:20 on the day D until Intraday ~~MNs~~[MPNs](#) gate-closure at 03:00 on day D, in accordance with Rule E3 (or at any other time specified in advance by [ElecLink](#)).
- 7.9 Any Intraday Unit for the period from 11:00 to 13:59 of the Contract Day D can be subject to a Capacity Transfer Notice from 03:15 on the day D until 07:00 on the day D. Any such Capacity Transfer of Intraday Units must be confirmed by the User to whom the Capacity Transfer was

- made within 20 minutes of the Capacity Transfer Notice being received by [ElecLink](#), and no later than 07:00 on the day D.
- 7.10 [ElecLink](#) will notify each Unit Holder of its Intraday ICE for the period from 11:00 to 13:59 of the Contract Day D in each Direction, pursuant to Rule E2, at 07:15 on the day D (or at any other time specified in advance by [ElecLink](#)).
- 7.11 Unit Holders can submit Intraday Mid Point 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 ~~MNs~~[MPNs](#) at 07:20 on the day D until Intraday ~~MNs~~[MPNs](#) gate-closure at 08:00 on day D, in accordance with Rule E3 (or at any other time specified in advance by [ElecLink](#)).
- 7.12 The Specification of the second Intraday Auction of Units for Contract Day D is published by [ElecLink](#) no later than 08:05 on day D, in accordance with Rule D2.5. This second Intraday Auction covers hours from 14:00 to 23:59.
- 7.13 The second Intraday Auction for the Contract Day D opens at 08:20 and closes at 08:50 (or at any other times specified by [ElecLink](#) in the relevant Auction Specification or after publication of the Auction Specification). During this period of time, Users can submit bids to [ElecLink](#), in accordance with- Rule D2.6.
- 7.14 Once the second Intraday Auction is closed, Units are allocated, pursuant to Rule D2.7, and Final Results of this Intraday Auction are ~~published2..~~[published in accordance with Rule D2.2.](#)
- 7.15 Any Intraday Unit for the period from 14:00 to 23:59 of the Contract Day D can be subject to a Capacity Transfer Notice from 09:05 on the day D until 10:00 on the day D. Any such Capacity Transfer of Intraday Units must be confirmed by the User to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by [ElecLink](#), and no later than 10:00 on the day D.
- 7.16 [ElecLink](#) will notify each Unit Holder of its Intraday ICE for the period from 14:00 to 23:59 of the Contract Day D in each Direction, pursuant to Rule E2, at 10:15 on the day D (or at any other time specified in advance by [ElecLink](#)).
- 7.17 Unit Holders can submit Intraday Mid [Point](#) 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 ~~MNs~~[MPNs](#) at 10:20 on the day D until Intraday ~~MNs~~[MPNs](#) gate-closure at 11:00 on day D, in accordance with Rule E3 (or at any other time specified in advance by [ElecLink](#)).
- 7.18 Any Intraday Unit for the period from 17:00 to 23:59 of the Contract Day D can be subject to a Capacity Transfer Notice from 11:15 on the day D until 13:00 on the day D. Any such Capacity Transfer of Intraday Units must be confirmed by the User to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by [ElecLink](#), and no later than 13:00 on the day D.
- 7.19 [ElecLink](#) will notify each Unit Holder of its Intraday ICE for the period from 17:00 to 23:59 of the Contract Day D in each Direction, pursuant to Rule E2, at 13:15 on the day D (or at any other time specified in advance by [ElecLink](#)).
- 7.20 Unit Holders can submit Intraday Mid [Point](#) 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 ~~MNs~~[MPNs](#) at 13:20 on the day D until Intraday ~~MNs~~[MPNs](#) gate-closure at 14:00 on day D, in accordance with Rule E3 (or at any other time specified in advance by [ElecLink](#)).

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- 7.21 Any Intraday Unit for the period from 20:00 to 23:59 of the Contract Day D can be subject to a Capacity Transfer Notice from 14:15 on the day D until 16:00 on the day D. Any such Capacity Transfer of Intraday Units must be confirmed by the User to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by [ElecLink](#), and no later than 16:00 on the day D.
- 7.22 [ElecLink](#) will notify each Unit Holder of its Intraday ICE for the period from 20:00 to 23:59 of the Contract Day D in each Direction, pursuant to Rule E2, at 16:15 on the day D (or at any other time specified in advance by [ElecLink](#)).
- 7.23 Unit Holders can submit Intraday Mid [Point](#) 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 [MNsMPNs](#) at 16:20 on the day D until Intraday [MNsMPNs](#) gate-closure at 17:00 on day D, in accordance with Rule E3 (or at any other time specified in advance by [ElecLink](#)).

Timings summary (CET time)

Units Validity Times	...are auctioned in...	can be Capacity Transferred during	relevant ICEs are published	relevant Nomination Gate-Closures
00:00-06:00	ID auction 1 (end 19:30)	-	19:45	21:00
06:00-11:00	ID auction 1 (end 19:30)	21:15-02:00	19:45, 02:15	21:00, 03:00
11:00-14:00	ID auction 1 (end 19:30)	21:15-02:00, 03:15-07:00	19:45, 02:15, 07:15	21:00, 03:00, 08:00
14:00-17:00	ID auction 2 (end 08:50)	09:05-10:00	10:15	11:00
17:00-20:00	ID auction 2 (end 08:50)	09:05-10:00, 11:15-13:00	10:15, 13:15	11:00, 14:00
20:00-00:00	ID auction 2 (end 08:50)	09:05-10:00, 11:15-13:00, 14:15-16:00	10:15, 13:15, 16:15	11:00, 14:00, 17:00

SCHEDULE 5-: DEEMED METERED VOLUME ALLOCATION

1. Introduction

- 1.1 [ElecLink](#) will calculate the Deemed Metered Volumes for each User for each direction for each Settlement Period in each Contract Day and allocate those amounts to the Energy Accounts of Users in accordance with this Schedule 5.

2. Deemed Metered Volumes

- 2.1 For each Settlement Period, the Deemed Metered Volume of each User for a direction is equal to the maximum between zero (0) and the net of ~~the Term~~ [the Open Season, Medium Term](#), Daily and Intraday Mid [Point](#) Nominations (as amended by any Curtailment) of that User for that Settlement Period integrated over the Settlement Period to give a kWh figure [in the net direction \(and zero in the other\)](#).

3. Losses

- 3.1 The physical flow on the Interconnector is subject to losses. [ElecLink](#) will apply a Loss Factor ("LF") to calculate each User's share of the losses, and Deemed Metered Volumes in accordance with paragraph 4. The Loss Factor is symmetrical between Mid [Point](#) and either end of the Interconnector (Sellindge and Peuplingues).
- 3.2 The Loss Factor to be applied [by ElecLink will be published on ElecLink's](#) website. If there is a requirement to change the Loss Factor at any time, then Users [will](#) be notified in accordance with Rule F2, such notification to be made at least five (5) Business Days before the change is to take effect.

4. Adjustment for losses

- 4.1 For the purpose of the ~~-,BSC~~, [ElecLink](#) will send to the ~~SAA~~ [Settlement Administration Agent](#) (as defined in that [BSC](#)) a program called ~~M~~ [Balancing Mechanism](#) Unit Metered Volume ([BMUMV](#)) expressed in kWh at Sellindge in half-hourly points and calculated by this formula:

- (a) for a BM Unit in the direction from France to [England](#):

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

- (b) for a BM Unit in the direction from England to France:

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

- 4.2 For the purpose of the RTE Settlement Arrangements and for an export from France to ~~-,~~ [England](#), [ElecLink](#) will send to RTE (in its capacity as Transmission System Operator) a program called "Programme d'Export à ~~Mandarins~~ [Peuplingues](#)" ([PEP](#)) expressed in kWh at ~~Les~~ [Mandarins](#) [Peuplingues](#) in half-hourly points and calculated by this formula:

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

- 4.3 For the purpose of the RTE Settlement Arrangements and for an import from England to France, [ElecLink](#) will send to RTE a program called "Programme d'Import a ~~Mandarin~~ [Peuplingues](#)" ([PIP](#)) expressed in kWh at ~~Les-Mandarins~~ [Peuplingues](#) in half-hourly points and calculated by this formula:

$$\text{PIMPIP} = (1 - \text{LF}) * \text{DMV}.$$

- 4.4 In paragraphs 4.1, 4.2, and 4.3, "DMV" means the Deemed Metered Volume calculated for that User for that Settlement Period under paragraph 2 above.

Subject to Disclaimer

SCHEDULE 6: LIST OF OPEN SEASON AND MEDIUM TERM PRODUCTS

~~2223~~**1. List of Open Season products**

1.1 On, or (subject to paragraph 1.3 below) at any time after, the date of entry into force of these Rules, the following products may be offered under Open Season Auctions:

(a) 3-year products;

(b) 5-year products; and

(c) 10-year products.

1.2 Subject to Rule A4, ElecLink may offer other Open Season products if in its reasonable opinion the current Open Season products are not sufficient. ElecLink will give Users reasonable notice of such other Open Season products and the timings of when such products may be offered.

1.3 Paragraphs 1.1 and 1.2 are subject to the proviso that no Open Season product shall be offered with a Product Period extending beyond the 20th anniversary of the commencement of operation of the Interconnector.

2. List of Medium Term products

2.1 On or at any time after the date of entry into force of these Rules, the following products may be offered under Medium Term Auctions:

- (a) calendar annual;
- (b) financial annual;
- (c) seasonal~~-~~: six months period (winter period being from October to March inclusive, summer period being from April to September inclusive);
- (d) quarterly~~-~~: three months period (January to March inclusive, April to June inclusive, July to September inclusive, October to December inclusive);
- (e) calendar month;
- (f) weekly (7-day, Monday to Sunday);
- (g) weekly (5-day, Monday to Friday); and
- (h) weekly (weekend, Saturday and Sunday).

2.2 Subject to Rule A4, ElecLink may offer other Medium Term products if in its reasonable opinion the current Medium Term products are not sufficient. ElecLink will give Users reasonable notice of such other Medium Term products and the timings of when such products may be offered.

Subject to Disclaimer

SCHEDULE 7: MID Point DAY AHEAD MARKET SPREAD CAP METHODOLOGY

1. Introduction

- 1.1 The Mid Point Day Ahead Market Spread used for calculating, where relevant, the compensation payable to a Unit Holder under Rules E3.11.2, E8.5, E8.9 and E8.10 is subject to a Mid Point Day Ahead Market Spread Cap, calculated by ElecLink in accordance with this Schedule 7.

2. Calculation of the Mid Point Day Ahead Market Spread Cap

- 2.1 For every month M, ElecLink will calculate the Mid Point Day Ahead Market Spread Cap to apply in respect of each direction and each hour during that month M by reference to the period (the "Reference Period") of twelve (12) consecutive months ending on the last day of the month prior to month M.
- 2.2 In relation to the direction France to England, the Mid Point Day Ahead Market Spread Cap will be an amount (expressed in €/MWh) equal to the ninety-fifth (95th) percentile value of the positive Mid Point Day Ahead Market Spread hourly values in the direction France to England for the Reference Period ranked in order from lowest to highest value. The positive Mid Point Day Ahead Market Spread hourly values mean the values equal to or greater than 0€/MWh.
- 2.3 In relation to the direction England to France, the Mid Point Day Ahead Market Spread Cap will be an amount (expressed in €/MWh) equal to the ninety-fifth (95th) percentile value of the positive Mid Point Day Ahead Market Spread hourly values in the direction England to France for the Reference Period ranked in order from lowest to highest value. The positive Mid Point Day Ahead Market Spread hourly values mean the values equal to or greater than 0€/MWh.
- 2.4 For the purposes of paragraphs 2.2 and 2.3, when the ninety-fifth (95th) percentile has no corresponding value, then the value corresponding to the closest higher percentile for which there is a corresponding value will be used.
- 2.5 The Mid Point Day Ahead Market Spread Cap for a specific direction is a single value for all the hours for the month M.
- 2.6 By way of illustration only (and not to be used for the purposes of construction of these Rules), the Mid Point Day Ahead Market Spread Cap for all hours for December 2013 and for the direction France to England might be calculated as follows:
- (a) The Reference Period would be the months of December 2012 to November 2013 (inclusive).
 - (b) All hourly positive Mid Point Day Ahead Market Spread values for the direction France to England during the Reference Period will be ranked in order from lowest to highest value.
 - (c) Assuming for the purposes of this example a Reference Period with eleven (11) hourly values (as set out in the table below).

Hours (time order)	1	2	3	4	5	6	7	8	9	10	11
Mid Point Day Ahead Market Spread France to England (€/MWh)	0	1.2	-3	6.8	-5	30	25.5	60	0	50	55

Ascending Orders	1	2	3	4	5	6	7	8	9
Mid Point Day Market Spread Cap France to England (€/MWh)	0	0	1.2	6.8	25.5	30	50	55	60

- (d) The 95th percentile has no corresponding value (i.e. there is no rank 8.55) and the next highest percentile for which there is a corresponding value, being rank 9, is used. 60€/MWh would therefore be the Mid [Point](#) Day Ahead Market Spread Cap for the direction France to ~~Great Britain~~[England](#) for all hours for December 2013.

SCHEDULE 8: CREDIT RATINGS AND TANGIBLE NET WORTH REQUIREMENTS**Table 1 – Open Season Auction Credit Requirement**

<u>Volume per direction (MW)</u>	<u>Credit metric</u>	<u>Product Period</u>	
		<u>1 to 5 years</u>	<u>6 to 10 years</u>
<u>1 to 20</u>	<u>Credit Rating</u> <u>(Standard & Poor's/Moody's)</u>	<u>BBB- / Baa3</u>	<u>BBB / Baa2</u>
	<u>Tangible Net Worth</u>	<u>€30 million</u>	<u>€100 million</u>
<u>21 to 50</u>	<u>Credit Rating</u> <u>(Standard & Poor's/Moody's)</u>	<u>BBB- / Baa3</u>	<u>BBB / Baa2</u>
	<u>Tangible Net Worth</u>	<u>€50 million</u>	<u>€250 million</u>
<u>51 to 150</u>	<u>Credit Rating</u> <u>(Standard & Poor's/Moody's)</u>	<u>BBB / Baa2</u>	<u>BBB+ / Baa1</u>
	<u>Tangible Net Worth</u>	<u>€250 million</u>	<u>€500 million</u>
<u>151 to 300</u>	<u>Credit Rating</u> <u>(Standard & Poor's/Moody's)</u>	<u>BBB+ / Baa1</u>	<u>A- / A3</u>
	<u>Tangible Net Worth</u>	<u>€500 million</u>	<u>€1,000 million</u>
<u>301 to 400</u>	<u>Credit Rating</u> <u>(Standard & Poor's/Moody's)</u>	<u>A- / A3</u>	<u>A / A2</u>
	<u>Tangible Net Worth</u>	<u>€1,000 million</u>	<u>€2,000 million</u>

Table 2 – Open Season Continuing Credit Requirement

<u>Volume (MW)</u>	<u>Credit metric</u>	<u>Original Product Period</u>	
		<u>1 to 5 years</u>	<u>6 to 10 years</u>
<u>1 to 20</u>	<u>Credit Rating</u> <u>(Standard & Poor's/Moody's)</u>	<u>BB/Ba2</u>	<u>BB+/Ba1</u>
	<u>Tangible Net Worth</u>	<u>€15 million</u>	<u>€75 million</u>
<u>21 to 50</u>	<u>Credit Rating</u> <u>(Standard & Poor's/Moody's)</u>	<u>BB/Ba2</u>	<u>BB+/Ba1</u>
	<u>Tangible Net Worth</u>	<u>€30 million</u>	<u>€125 million</u>
<u>51 to 150</u>	<u>Credit Rating</u> <u>(Standard & Poor's/Moody's)</u>	<u>BB+/Ba1</u>	<u>BBB-/Baa3</u>
	<u>Tangible Net Worth</u>	<u>€125 million</u>	<u>€250 million</u>
<u>151 to 300</u>	<u>Credit Rating</u> <u>(Standard & Poor's/Moody's)</u>	<u>BBB-/Baa3</u>	<u>BBB/Baa2</u>
	<u>Tangible Net Worth</u>	<u>€250 million</u>	<u>€750 million</u>
<u>301 to 400</u>	<u>Credit Rating</u> <u>(Standard & Poor's/Moody's)</u>	<u>BBB/Baa2</u>	<u>BBB+/Baa1</u>
	<u>Tangible Net Worth</u>	<u>€750 million</u>	<u>€1,500 million</u>

SCHEDULE 9: EXAMPLE OF THE OPEN SEASON AUCTION CREDIT REQUIREMENT

Note – the worked examples in this Schedule are by way of illustration only and are not to be used for the purposes of construction of these Rules.

1. Worked example of Open Season Auction Credit Requirement

Assuming a Discount Rate of 5% and an Adjustment Coefficient of 1, the Maximum Potential Credit Exposure associated with a Bid for (a) 10 MW, (b) a Product Period of 5 years starting on 1 January 2018 and ending on 31 December 2022, and (c) a Bid Price of 1 EUR/MWh, is equal to EUR 398,443 as shown in the tables below.

Assumptions	
Bid Capacity _t (MW)	10
Bid Price _t (€/MWh)	1
Discount Rate (%)	5%
Adjustment Coefficient	1
Base Year	2018

Maximum Potential Credit Exposure					
Year _t	2018	2019	2020	2021	2022
Bid Capacity _t (MW)	10	10	10	10	10
Hours _t	8,760	8,760	8,784	8,760	8,760
Bid Price _t (€/MWh)	1.0	1.0	1.0	1.0	1.0
$\frac{(\text{Bid Capacity}_t * \text{Hours}_t * \text{Bid Price}_t)}{(1 + DR)^{(t - \text{Base Year})}}$	87,600	83,429	79,673	75,672	72,069
$\sum_{t=i}^N \frac{(\text{Bid Capacity}_t * \text{Hours}_t * \text{Bid Price}_t)}{(1 + DR)^{(t - \text{Base Year})}}$	398,443				
Adjustment Coefficient	1				
Maximum Potential Credit Exposure (€)	398,443				

2. Worked example of Open Season Continuing Credit Requirement

Assuming a Discount Rate of 5% and an Adjustment Coefficient of 1, the Maximum Potential Credit Exposure on 1 January 2020 of an Open Season Unit Holder who has been allocated 10 MW for a Product Period of 5 years starting on 1 January 2018 and ending on 31 December 2022 at a Unit Price of 1 EUR/MWh, is equal to EUR 250,724 as shown in the tables below.

<u>Assumptions</u>	
<u>Number of Units_t (MW)</u>	<u>10</u>
<u>Unit Price_t (€/MWh)</u>	<u>1</u>
<u>Discount Rate (%)</u>	<u>5%</u>
<u>Adjustment Coefficient</u>	<u>1</u>
<u>Reference Year</u>	<u>2020</u>

<u>Maximum Potential Credit Exposure</u>					
<u>Year_t</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Number of Units_t (MW)</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>
<u>Hours_t</u>	<u>0</u>	<u>0</u>	<u>8,784</u>	<u>8,760</u>	<u>8,760</u>
<u>Unit Price_t (€/MWh)</u>	<u>1.0</u>	<u>1.0</u>	<u>1.0</u>	<u>1.0</u>	<u>1.0</u>
$\frac{(\text{Number of Units}_t * \text{Hours}_t * \text{Unit Price}_t)}{(1 + DR)^{(t - \text{Reference Year})}}$	<u>0</u>	<u>0</u>	<u>87,840</u>	<u>83,429</u>	<u>79,456</u>
$\sum_{t=i}^N \frac{(\text{Number of Units}_t * \text{Hours}_t * \text{Unit Price}_t)}{(1 + DR)^{(t - \text{Reference Year})}}$	<u>250,724</u>				
<u>Adjustment Coefficient</u>	<u>1</u>				
<u>Maximum Potential Credit Exposure (€)</u>	<u>250,724</u>				

**SCHEDULE 10: LETTER OF ACKNOWLEDGEMENT AND UNDERTAKING IN
RELATION TO ASSIGNMENT OF THE OPEN SEASON USER AGREEMENT**

To: (1) [Name and address of Funders' Agent]

(2) ElecLink Limited
[address]

[date]

Dear Sirs

**ElecLink Open Season User Agreement dated [•] between ElecLink Limited and
[name of Open Season User]**

We acknowledge receipt from ElecLink Limited ("**ElecLink**") of the notice of assignment dated [date] ("**Notice of Assignment**") of the Open Season User Agreement dated [date] and made between ElecLink and ourselves (the "**Open Season User Agreement**").

We note that ElecLink has assigned to you by way of security its right, title and interest in the Open Season User Agreement and in all amounts of any kind payable by us to ElecLink under the Open Season User Agreement as security for certain liabilities and obligations of ElecLink to you.

In accordance with the Notice of Assignment and the instructions given to us by ElecLink, which (as we confirm and agree with you) cannot be revoked or varied without your consent, and in consideration of valuable consideration, receipt of which we acknowledge:

- (a) we note and acknowledge that until such time as you give us notice to the contrary we may continue to deal with ElecLink for all purposes in relation to the Open Season User Agreement, and in particular (but without limitation): (i) we may continue to make payment to ElecLink of all sums due from us to ElecLink and (ii) we may continue to serve notices and send other communications under the Open Season User Agreement to ElecLink at the address and contact details specified in the Open Season User Agreement; however, we acknowledge that, upon and from the receipt by us of such notice from you, you may exercise all rights and powers of ElecLink under the Open Season User Agreement, including the right to receive payment of sums due from us under the Open Season User Agreement and the right to receive notices and other communications under the Open Season User Agreement.
- (b) we undertake with you to comply with our obligations under Rule F9.2 of the ElecLink Access Rules (which are incorporated into the Open Season User Agreement); and
- (c) we undertake with you not to agree to any termination of the Open Season User Agreement pursuant to Rule F6 of the ElecLink Access Rules without your prior written consent.

This acknowledgement and undertaking is governed by English law and we irrevocably submit to the jurisdiction of the courts of England in relation to any claim by you against us arising out of or in connection with this letter of acknowledgement and undertaking, but without prejudice to our right to require any claim or dispute under the Open Season User Agreement to be determined in accordance with Rule F8 of the ElecLink Access Rules which are incorporated into the Open Season User Agreement.

Yours faithfully

.....
[Open Season User]
(Authorised signatory)

[PRINT ON COMPANY LETTERHEAD]

SCHEDULE 11: MARKET SHARE DECLARATION TEMPLATE

To: ElecLink Limited
[Address]

From: [Name of Open Season User] (the "Open Season User")

Date: [Date]

The Open Season User named herein above wishes to participate in the Open Season Auction(s) and/or the Secondary Market for Open Season Interconnector Capacity conducted by ElecLink under the ElecLink Access Rules.

I, in the capacity of [position of the person signing the declaration] of the Open Season User HEREBY CERTIFY as at the date of this declaration that, having made due and careful enquiry and to the best of my knowledge, information and belief:

- i. the Market Share of the Open Season User and all of its Related Undertakings in France [exceeds/does not exceed] (delete as applicable) 40%;
- ii. the Market Share of the Open Season User and all of its Related Undertakings in Great Britain [exceeds/does not exceed] (delete as applicable) 40%; and
- iii. the Open Season User's Bid(s) in the Open Season Auction(s) will comply with Rule B2.2.2 in the ElecLink Access Rules.

I am duly authorised to submit this declaration for and on behalf of the Open Season User and enclose evidence of my authority to do so for and on behalf of the Open Season User.

Capitalised terms in this declaration have the meanings given to them in Part 1 of Schedule 1 of the ElecLink Access Rules.

Yours sincerely,

.....
Signature of authorised representative

.....
Full name of authorised representative

.....
Title of authorised representative