

IFA Access Rules V10

15 October 2015

Notice

The French and British transmission systems are connected by a 2,000MW Interconnector between Les Mandarins in France and Sellindge in England known as the Interconnexion France-Angleterre. The Interconnector will support electricity trading in both directions. The Interconnector is jointly operated by NGIC and RTE.

NGIC and RTE opened the Interconnector to third parties by offering rights to use the Interconnector on 1 April 2001. The allocation of Long Term rights to use the Interconnector is with effect from the date of adoption of these Rules governed by the Harmonised Allocation Rules. The Allocation of Daily and Intraday rights to use the Interconnector by explicit Auction continues to be governed by these Rules.

These are the IFA Access Rules established by NGIC and RTE covering the allocation of Daily and Intraday Interconnector Capacity rights and the use of Interconnector Capacity rights. Neither these Rules nor the Harmonised Allocation Rules cover the operation of the Implicit Daily Auction.

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

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CHAPTER 1. General Provisions

Rule 1

Subject-matter and scope

These Rules set out:

- a. the procedures for auctioning rights to use Daily Interconnector Capacity in the event that the Implicit Daily Auction process is unavailable and the procedures for auctioning Intraday Interconnector Capacity; and
- b. the terms on which Registered Participants may participate in the Auctions referred to in (a); and
- c. the terms for use of Interconnector Capacity, including the use of Long Term Interconnector Capacity rights allocated under the Harmonised Allocation Rules.

Rule 2

Parties and participation

1. A person wishing to participate in any Daily or Intraday Auction, and/ or wishing to use Interconnector Capacity shall comply with CHAPTER 2 and must agree to be bound by and comply with these Rules. These Rules do not apply to participation in Implicit Daily Auctions.
2. The Allocation Platform will from time to time, and at least once per year, invite Registered Participants to meet with the Allocation Platform 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 the Allocation Platform within a reasonable time before the meeting.

Rule 3

Definitions and interpretation

1. Capitalised words and phrases used in these Rules have the meaning given to them in this Rule 3.
2. All timings referred to within these Rules are CET time, unless otherwise stated.
3. For the purpose of these Rules the following definitions shall apply:

Accord de Participation means an *Accord de Participation* signed by a Registered Participant and RTE by which a Registered Participant agrees to abide by the *Règles d'Accès au Réseau Public de Transport Français pour des Importations et des Exportations*;

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;

Allocation Platform means NGIC and RTE acting jointly for the purposes of these Rules;

Amendment Notice means the notification and any associated documents issued by the Allocation Platform pursuant to Rule 6, provided to the Registered Participants and which

provide Registered Participants with the Allocation Platform's proposed amendment(s) to these Rules;

Applicable Law means any statute, statutory instrument, licence (including the NGIC Interconnector Licence, NGET Transmission Licence and the Licence Standards), law (whether English or French) or decree (*décret*) 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;

Auction means any auction of Long Term Units under the Harmonised Allocation Rules or any auction of Daily or Intraday Units under CHAPTER 5;

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 a Day Ahead or Intraday Auction published by the Allocation Platform, as described in CHAPTER 5 respectively or the specification for a Long Term Auction published by the Allocation Platform under the Harmonised Allocation Rules;

Auction Tool means the IT system used for conducting Auctions and other associated Interconnector Capacity activities;

Balancing and Settlement Code means the code of that name established under the NGET Transmission Licence;

Bid means a Registered Participant'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;

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 Annex 1;

Capacity Shortage has the meaning given to it in Rule 51;

Capacity Subcontracting Arrangement 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;

Capacity Transfer means the mechanism by which a Unit Holder passes over Intraday Units to another Registered Participant in accordance with CHAPTER 6, and "Transfer Capacity", "Transferred", "Transferee" shall have corresponding meanings;

Capacity Transfer Notice has the meaning given to it in CHAPTER 6;

Capacity Transfer Period has the meaning given to it in CHAPTER 6;

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;

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

Collateral means security for payment of amounts owed under these Rules provided in accordance with the requirements referred to in CHAPTER 3;

Collateral Incident means an incident as described in Article 25 of the Harmonised Allocation Rules;

Credit Limit means a credit limit established by a Registered Participant referred to in Rule 12 in respect of participation in any Auction;

Curtail means to reduce Unit Holders' Daily Transmission Rights and Intraday Transmission Rights and Daily MCNs and Intraday MCNs in accordance with CHAPTER 10 and "Curtailed" and "Curtailedment" have corresponding meanings;

Curtailedment Quantity means, in relation to a Capacity Shortage, the quantity calculated under CHAPTER 10;

CUSC means the Connection and Use of System Code established under the NGET Transmission Licence;

Daily means processes relating to Auctions with Product Period of one (1) Contract Day and associated Interconnector Capacity activities, the business process for which is described in Annex 1;

Daily Auction means any Auction of Daily Units;

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 Business Days, non-Business Days or all Days as the case may be, in the context of a Capacity Transfer Notice;

Deemed Metered Volumes means volumes of energy allocated to Registered Participants' Energy Accounts by the Allocation Platform calculated using the rules in Annex 2;

Default Bid means the automatic submission of Bids in respect of a particular Auction type (Explicit Daily Auction or Intraday Auction) pre-prepared by the Registered Participant;

Default Nomination means the automatic generation and submission of Mid-Channel Nominations in respect of a particular Timescale which are identical to the Transmission Rights notified to the Registered Participant in respect of such Timescale;

Dispute means any dispute under or in relation to these Rules;

Energy Account means in relation to a Registered Participant:

- a. the Registered Participant'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 *Responsable d'Equilibre* linked to that Registered Participant for the purposes of the RTE Settlement Arrangements to which the Registered Participant's *Programme d'importation à Mandarins* and *Programme d'exportation à Mandarins* are submitted;

both as specified by the Registered Participant in its Participation Agreement;

Energy Transmission means the transmission of electricity across the Interconnector and "Transmitting" has a corresponding meaning;

ENTSO-E means the European Network of Transmission System Operators for Electricity;

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 the Allocation Platform and published in the Auction Tool, being a rate equal to the rate used by the British power exchanges for the purposes of the Implicit Allocation Algorithm;

Explicit Daily Auction means a Daily Auction as described in CHAPTER 5;

Final Results has the meaning given to it in Rule 30;

Force Majeure has the meaning given to it in the Harmonised Allocation Rules;

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;

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 (*Loi no 2000-108 du 10 février 2000 relative à la modernisation et au développement du service public de l'électricité*);

French Regulator means the *Commission de Régulation de l'Énergie* established under the French Electricity Law;

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;

Governing Act means the Electricity Act 1989 as amended and supplemented by the Utilities Act 2000;

Harmonised Allocation Rules means the Allocation Rules for Forward Capacity Allocation published by ENTSO-E;

IFA Border Specific Annex means the Annex to the Harmonised Allocation Rules describing the rules applicable specifically to the France-England border comprising the "Interconnexion France-Angleterre (IFA)";

IFA Registered Participant Guide means the guide to these Rules published by the Allocation Platform from time to time;

Implicit Daily Auction means the process whereby the Allocation Platform at day-ahead stage allocate 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;

Insolvency Event means in relation to a Registered Participant, 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 Registered Participant in any jurisdiction;

Interconnector means the interconnection of the NGET Transmission System with the RTE Transmission System by the National Grid Interconnector Circuits and the RTE Interconnector Circuits;

Interconnector Capability means the capability (in MW, at mid-Channel) of the Interconnector to Transmit electrical energy between England and France via the National Grid Interconnector Circuits and the RTE 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 the Allocation Platform in Auctions, to facilitate the Transmission of energy by Registered Participants 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 Annex 1;

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;

Legacy IFA User Agreement means, in relation to a Non-Participating User, the agreement entered into between the Non-Participating User (1) and NGIC and RTE (2) in relation to the Interconnector under a previous version of these Rules;

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

Long Term means processes relating to Auctions with Product Periods greater than 1 Contract Day and associated Interconnector Capacity activities;

Long Term Units means a Unit with a Product Period longer than one Contract Day, as specified in the relevant Auction Specification;

Loss Factor has the meaning given to it in Annex 2;

Marginal Price means the lowest winning Bid received by the Allocation Platform in an Auction;

Mid-Channel Nomination or MCN has the meaning given to it in CHAPTER 7;

National Grid or NGIC means National Grid Interconnectors Limited, a company incorporated in England and Wales;

National Grid Interconnector Circuits means the switching bays and sub-marine cables and other plant and apparatus owned by National Grid connecting the NGET Transmission System to the RTE Interconnector Circuits commencing at and including the switching bays at the sub-station known as Sellindge 400, as such switching bays and sub-marine cables and other plant, apparatus and meters are replaced, modified, developed or added to from time to time;

Netting means the superposition of MCNs 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;

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 Registered Participant, the action to submit a MCN to the Allocation Platform, 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 Annex 1);

Non-Participating User means a holder of Long Term Units allocated under version 9 of these Rules who has not entered into a Participation Agreement and who is not therefore eligible to participate in any Auction but who remains party to an IFA User Agreement (as defined in version 9 of these Rules);

Offered Capacity means the number of Units being made available in the respective Unit Validity Times in an Auction;

Outage means any reduction of Interconnector Capability in either direction and includes Forced Outages and Trips;

Participation Agreement has the meaning given to that term in the Harmonised Allocation Rules;

Planned Outage Period means a period of time during a Product Period where the Offered Capacity is less than the Offered Capacity at other times during the Product Period as a consequence of a planned Outage;

Product Period means the period of time beginning on the first Contract Day in respect of a specific Auction and ending at the end of the last Contract Day in respect of such Auction;

Recipient means, in relation to an item of Confidential Information, the person to whom it is disclosed;

Règles d'Accès au Réseau Public de Transport Français pour des Importations et des Exportations means the *Règles d'Accès au Réseau Public de Transport Français pour des Importations et des Exportations* established by RTE in the version published on RTE's web

site from time to time. These rules define the conditions to access RTE Transmission System for exports and imports;

Registered Participant means any person, other than the Allocation Platform, who for the time being is a party to a Participation Agreement;

Registered Participant Systems means, in relation to a Registered Participant, the hardware, software and other systems needed by the Registered Participant to exercise its rights and perform its obligations under these Rules, including communicating electronically with the Allocation Platform, participating in Auctions and using Interconnector Capacity;

Rights Document means a document issued by the Allocation Platform to a Registered Participant under the Harmonised Allocation Rules in respect of Long Term Interconnector Capacity rights and under these Rules in respect of Daily and Intraday Interconnector Capacity rights setting out in relation to a direction and Settlement Period the maximum amount of Interconnector Capacity that the Registered Participant can Nominate;

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 Interconnector Circuits means the switching bays and sub-marine cables and the other plant and apparatus owned by RTE connecting the RTE Transmission System to the National Grid Interconnector Circuits commencing at and including the switching bays at the sub-station known as Les Mandarins 400, as such switching bays and sub-marine cables and other plant, apparatus and meters are replaced, modified, developed or added to from time to time;

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 qualité 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, 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, but excluding, for the purposes of this agreement, the RTE Interconnector Circuits;

Rules means these IFA Access Rules, as amended from time to time;

Set of Bids means all valid Bids from a Registered Participant registered in the Auction Tool 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 the Allocation Platform to enable Registered Participants to become sufficiently familiar with the Auction Tool. The exercises shall be undertaken on the test platform of the Auction Tool with remote support from the Allocation Platform and in conjunction with a Registered Participant Guide and other relevant documentation;

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;

Timescale means either Long-Term, Daily or Intraday period of time;

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;

Transparency Regulation means the EU regulation on submission and publication of data in electricity markets (No 543/2013);

Trip means any unforeseen event which results in an Outage;

Unit means the right to Interconnector Capacity 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 35 and subject to and on the terms and conditions of these Rules;

Unit Holder means a Registered Participant who has been allocated Units under these Rules (or in the case of Long Term Interconnector Capacity, allocated under the Harmonised Allocation Rules), any of which at the relevant time have not yet reached the end of their Product Period and, for the purposes of these Rules specified in CHAPTER 6, Registered Participants 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 Registered Participant;

Unit Quantity means, in megawatt-hours, the product of (a) the number of Units allocated to the Registered Participant at a specific Auction (in megawatts) and (b) the aggregate hours of the Unit Validity Times within the Product Period of such Units;

Unit Validity Times means :

- i. in the case of Long Term Units, the specific hours within the Product Period for which the Units have been offered in the applicable Auction,
- ii. in the case of Daily Units, the individual hours for which the Units have been offered in the applicable Auction,
- iii. in the case of Intraday Units, the individual hours for which the Units have been offered in the applicable Auction;

Unused Units has the meaning given to it respectively in CHAPTER 8, and is referred, in the Auction Tool, “Not-Nominated capacity”;

Use-It-or-Lose-It or **UIOLI** has the meaning given to it in CHAPTER 8;

Use of System Interconnector Agreement means an agreement (including a Framework Agreement as defined in CUSC) between NGET and a Registered Participant in the form agreed by NGET setting out the terms on which the Registered Participant may use the NGET Transmission System in relation to Energy Transmission.

4. For the purpose of these Rules the following Interpretations shall apply 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 these 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 Chapter, 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 these Rules;
- 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 the Allocation Platform is required to publish any information under these Rules, it may do so by making the information or data available on the NGIC and RTE websites or via the Auction Tool;
- l. an obligation to use reasonable endeavours shall be construed as an *obligation de moyens*; and
- m. 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

Rule 4

Allocation Platform

1. The Allocation Platform shall undertake the allocation functions in accordance with these Rules and in accordance with applicable European Union legislation.
2. NGIC and RTE operate the Interconnector jointly. Together, they are the Allocation Platform referred to in these Rules and are jointly and severally liable for all acts and omissions of the Allocation Platform under these Rules.
3. NGIC and RTE may commission a third party to operate the Auctions and Nominations on behalf of the Allocation Platform.

Rule 5
Effective date and application

1. Subject to paragraph (4) of Rule 6, an amendment made under this Rule takes effect from the later of:
 - (a) the start of the Contract Day commencing 10 Business Days after the Amendment Notice is notified to Registered Participants by the Allocation Platform; or
 - (b) the date and time specified in the Amendment Notice.
2. 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.
3. Unless expressly stated otherwise by the Allocation Platform, the amended Rules shall govern all rights to use Interconnector Capacity whether acquired under these Rules or the Harmonised Allocation Rules and all other rights and obligations acquired under these Rules including those acquired before but for use after the amendment takes effect.
4. Any amendment of these Rules will apply automatically to the Participation Agreement in force between the Allocation Platform and the Registered Participant, without the need for the Registered Participant to sign the amended Rules but without prejudice to the Registered Participant's right to request termination of its Participation Agreement in accordance with Rule 64.

Rule 6
Amendment

1. Subject to this Rule 6, the Allocation Platform is entitled to amend these Rules from time to time by giving an Amendment Notice to Registered Participants.
2. Nothing in this Rule 6 shall prevent a Registered Participant from proposing in writing amendments to these Rules at any time.
3. In the event that a Rule amendment is proposed by a Registered Participant, the Allocation Platform shall, within 5 Business Days, confirm receipt of the proposed amendment and provide timescales for consideration of the proposal.
4. 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, these Rules will be amended accordingly and, where possible, pursuant to this Rule.
5. Before making any amendment to these Rules under this Rule, the Allocation Platform will, unless the amendment is urgent or minor in its nature, give Registered Participants a reasonable opportunity, and in any event not less than 10 Business Days, to review and give written comments to the Allocation Platform on the proposed amendment. If the Allocation Platform decides to modify a proposed amendment as a result of comments from Registered Participants, they may give Registered Participants a further opportunity to review and comment on the modified proposals under this Rule indicating timescales for provision of such comments

6. These Rules are approved by the relevant regulatory authorities. Accordingly, any Amendment Notice will be issued to Registered Participants only after such approval(s) (as required) has/have been received by the Allocation Platform. Following receipt of such approval(s) the amended Rules will be published on the websites of NGIC and RTE.
7. Annex 1 contains the timings of the IFA processes. Modifications may be made to this Annex and its Appendix by the Allocation Platform to reflect changes in either the French or British electricity markets and/or changes to IFA operational practices by giving at least 10 Business Days' notice to Registered Participants.

CHAPTER 2.

Requirements and process for participation in Auctions, Capacity Transfers and nominations

Rule 7

General Provisions

1. This CHAPTER 2 of the Rules sets out the rules which are applicable to participation by Registered Participants in Auctions, Capacity Transfers and the Nominations process.
2. To qualify as a Registered Participant, a person must become a party to a Participation Agreement in accordance with the relevant provisions of Chapter 2 (*Requirements and process for participation in Auctions and Transfer*) of the Harmonised Allocation Rules.
3. To be eligible to participate in Daily and Intraday Auctions or in Capacity Transfers a person must fulfil all applicable conditions specified in Chapter 2 (*Requirements and process for participation in Auctions and Transfer*) of the Harmonised Allocation Rules. For the avoidance of doubt, participation in Daily and Intraday Auctions requires a person to be compliant with the provisions related to Collateral as specified in Chapter 3 (*Collaterals*) of the Harmonised Allocation Rules.
4. The provisions of Chapter 5 (*Return of Long Term Transmission Rights*) and Chapter 6 (*Transfer of Long Term Transmission Rights*) insofar as they relate to the disposal of Long Term Units, Chapter 7 (*Use and remuneration of Long Term Transmission Rights*) and Chapter 9 (*Curtailment*) of the Harmonised Allocation Rules shall apply mutatis mutandis to a Non-Participating User in respect of and to the extent only of all Long Terms Units allocated to it under version 9 of these Rules. A Non-Participating User shall not be entitled to participate in Auctions or to exercise any other rights under these Rules.
5. Upon the exercise of all rights and the discharge in full of all obligations of a Non-Participating User in respect of its Long Term Units described in Rule 7(4), its Legacy IFA User Agreement shall be of no further force or effect.

Rule 8

Costs related to the Participation Agreement

All Registered Participants will participate in Auctions and/ or Capacity Transfers and/or will Nominate at their own cost, expense and risk. The Allocation Platform shall have no liability to any person for any cost, claim, or expense of any Registered Participant in connection with the Registered Participant participating in Auctions and/ or Capacity Transfers and/or the Nominations process.

Rule 9

Regulatory and legal requirements

It is the responsibility of each Registered Participant 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.

Rule 10
Other issues

1. All Registered Participants participate in Daily and Intraday Auctions and/ or Capacity Transfers on the terms of these Rules and the relevant Auction Specifications.
2. There must be no collusion by any Registered Participants with any other Registered Participants and Registered Participants must not otherwise seek improperly to influence the outcome of any Auction. As a result of evidence of collusive or other improper behaviour which might be considered as unlawful, the Allocation Platform will refer the matter to the relevant Competent Authorities or jurisdictions, inform the Regulators and, upon decision of the Competent Authority or jurisdiction that the Registered Participant's behaviour is unlawful, may disqualify the relevant Bids.

CHAPTER 3. Collateral

Rule 11

General provisions

1. Collateral must be provided and subsequently maintained and may be increased or decreased in accordance with Chapter 3 (*Collaterals*) of the Harmonised Allocation Rules as amended and supplemented by the IFA Border Specific Annex.

Rule 12

Credit Limit

1. A Credit Limit shall be calculated for each Registered Participant in respect of each Daily and Intraday Auction in accordance with Article 23 (*Credit Limit*) of the Harmonised Allocation Rules as amended by the IFA Border Specific Annex which shall apply mutatis mutandis to these Rules. A Registered Participant will only be able to participate in an Auction under these Rules if its Credit Limit, in respect of that Auction, is greater than zero.
2. The potential maximum commitment associated with any Bid, taking into account taxes and levies in force, will be assessed against the Credit Limit.
3. Any Bid that breaches the Credit Limit shall be automatically rejected, and the Registered Participant may submit a revised lower Bid (provided the Bidding Period has not closed).
4. Any Bid submitted to an Auction will be used to calculate a revised Credit Limit for any concurrent Auction.

Rule 13

Calls on collateral

The Allocation Platform shall be entitled to call on the Collateral of a Registered Participant in accordance with the provisions of Article 26 (*Calls on collaterals*) of the Harmonised Allocation Rules as amended and supplemented by the IFA Border Specific Annex.

CHAPTER 4.

Information System Rules

Rule 14

General Provisions for IS Rules

1. Each Registered Participant must establish and maintain, at its own cost, its own Registered Participant Systems. The Allocation Platform shall have no liability in the event that the Registered Participant's System fails, for any reason, to communicate with the Auction Tool.
2. A set of Bids submitted by a Registered Participant in respect of any Auction may not exceed twenty (20) Bids.

Rule 15

Interfaces with the Auction Tool

1. The Allocation Platform will give Registered Participants the information (including updates as applicable) reasonably necessary to enable Registered Participant Systems to interface with the Auction Tool.
2. Each Registered Participant must demonstrate to the reasonable satisfaction of the Allocation Platform its ability to exchange information with the Auction Tool before being eligible to participate in the Auctions and the Nominations process.
3. In this context, the Allocation Platform shall endeavour to give Registered Participants access to a test platform for the Auction Tool to test their interfaces.

Rule 16

Security and confidentiality of communications

1. The Allocation Platform may from time to time, where reasonably necessary for the purpose of protecting the security of communications under these Rules, including those between the Auction Tool and Registered Participant Systems, establish communication protocols and standards with which Registered Participants must comply.
2. Registered Participants accept that data sent to the Auction Tool is binding, and that Registered Participants are fully responsible for those individuals who have access to the Auction Tool on behalf of the Registered Participants.

Rule 17

Training

1. Standard Training for the use of the Auction Tool is available to the Registered Participants upon request to the Allocation Platform. The Allocation Platform will discuss with the Registered Participant the training required in order to determine the nature and extent of such request. When the scope of the required training is agreed, the Allocation Platform will use reasonable endeavours to organise such Standard Training to commence within 10 Business Days of such agreement, the duration of which Standard Training to be a maximum of 2 days.
2. Standard Training for the use of the Auction Tool is available to the Registered Participants free of charge up to a maximum of four sessions per Registered Participant per year.

Rule 18
Bid parameters

1. The Auction Tool is designed to accept any Bid for which the values of price and/or volume fall within the Bid parameters set by the Allocation Platform under paragraph (2) of this Rule as the same may be varied by the Registered Participant under paragraph (3) of this Rule and to reject any Bid for which the values of price and/or volume fall outside the Bid parameters set by the Allocation Platform under paragraph (2) of this Rule as the same may be varied by the Registered Participant under paragraph (3) of this Rule.
2. The Allocation Platform will set default Bid parameters for price and volume within the Auction Tool applicable to all Bids, by specifying for both price and volume a minimum value of zero and a maximum value of one million.
3. The Registered Participant 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 Allocation Platform in accordance with paragraph (2) of this Rule with its own preferred values (which must be positive values).

CHAPTER 5. Auctions

Rule 19

General provisions for Auctions

1. The Allocation Platform will use the following procedures for Auctions:
 - a. Auctions for Daily Units (but only as a fall back when the Implicit Daily Auction is unavailable), using the procedure described in this CHAPTER 5; and
 - b. Auctions for Intraday Units, using the procedure described in this CHAPTER 5.
2. The different types of Auctions referred to above and throughout this CHAPTER 5 are explicit closed Auctions (i.e. Auctions are for Interconnector Capacity only and Registered Participants have no visibility of other Registered Participants' Bids).
3. Each category of Unit will be auctioned separately. Daily and Intraday Units will be auctioned respectively in single Auctions. Separate Auctions may be conducted concurrently.
4. Where the Allocation Platform accepts any Bid by allocating one or more Units to a Registered Participant in accordance with these Rules, then the Registered Participant 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.
5. Auctions will be conducted electronically via the Auction Tool except in the case of failure of the Auction Tool as described. In such a case, the Allocation Platform may allocate the Units using a procedure for conducting the Auctions by email or fax to be specified by the Allocation Platform.

Rule 20

Cancellation, suspension, deferral

1. The Allocation Platform may be forced to cancel an Auction for instance in the unlikely event of unavailability or technical difficulties:
 - a. before and during the course of the Auction itself: Registered Participants are informed by a message that appears directly on the Auction Tool or by an electronic message;
 - b. after the Final Results have been published, in the event of erroneous Final Results: Registered Participants are informed by an electronic message, corresponding Units are reduced to zero (0) and CHAPTER 10 will be applied as if a Capacity Shortage has occurred under Rule 51.
2. The Allocation Platform shall notify the Registered Participants as soon as possible of the reasons which caused the Auction cancellation.
3. With the exception of Intraday Auctions, the Allocation Platform may defer the dates or times of an Auction by notifying Registered Participants 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 Allocation Platform. Only Bids submitted during the revised Bidding Period and confirmed by the Allocation Platform will be valid.

4. If the backup procedure described in Rule 19 cannot, in the reasonable opinion of the Allocation Platform, 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.
5. If deferral of an Auction is not considered by the Allocation Platform 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.
6. 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 21

Auction Specification

1. The Allocation Platform shall publish the Auction Specification in accordance with the provisions of this Rule 21.
2. Not later than five (5) minutes before the opening of the Bidding Period for an Explicit Daily Auction, the Allocation Platform will publish the specifications for an Explicit Daily Auction in accordance with the requirements of this Rule 21.
3. No later than fifteen (15) minutes before the opening of the Bidding Period of the relevant Intraday Auction, the Allocation Platform will publish the specification for the Intraday Auction in accordance with the requirements of this Rule 21.
4. Each Auction will be of Units. Units will be divided into categories as specified by the Allocation Platform and the Auction Specification shall state:
 - (a) the code identifying the Auction in the Auction Tool;
 - (b) type of Interconnector Capacity Rights (e.g. Physical Transmission Rights);
 - (c) relevant Timescale (e.g. Daily, Intraday);
 - (d) form of product (e.g. base, peak, off-peak);
 - (e) identification of the direction covered which will either be “England to France” or “France to England”;
 - (f) the Product Period;
 - (g) Reduction Period(s) associated with the Product Period when applicable;
 - (h) the Bidding Period;
 - (i) the deadline for the publication of the final Auction results;
 - (j) the Offered Capacity, as defined in Rule 22;
 - (k) any other relevant information or terms applicable to the product or the Auction.

Rule 22
Offered Capacity

1. The Offered Capacity for any Contract Day in Daily Auctions will include:
 - (a) Available Interconnector Capacity (in the form of Units) not already allocated to Registered Participants pursuant to Long Term Auctions under the Harmonised Allocation Rules 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 Chapter 7 (*Use and remuneration of Long Term Transmission Rights*) of the Harmonised Allocation Rules 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 Term Nominations and that are not unavailable due to Outages and/or due to the application of Curtailment; and
 - (d) the available Interconnector Capacity rights already allocated to Registered Participants which will be reallocated as a result of suspension or termination in accordance with Rule 63 and Rule 64.

2. The Offered Capacity for any Contract Day in Intraday Auctions (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 CHAPTER 8 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 Registered Participants 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; and
 - (d) the available Interconnector Capacity rights already allocated to Registered Participants which will be reallocated as a result of suspension or termination in accordance with Rule 63 and Rule 64.

Rule 23
Daily Auctions

1. At any time and in accordance with this Rule, the Allocation Platform will conduct Explicit Daily Auctions for Daily Units only as a fallback should Implicit Daily Auctions not be available.
2. 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”.

3. 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 one (1) Unit (to the extent that the Interconnector Capability permits).
4. 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.
5. Pursuant to paragraph (4) of this Rule, 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 Allocation Platform will inform all Registered Participants 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. Registered Participants will be informed of the Explicit Daily Auctions' Final Results in accordance with Rule 30. 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 cease to have effect.
6. Pursuant to paragraph (4) of this Rule, if Explicit Daily Auctions are invoked in advance for one or several Implicit Daily Auction Windows, the Allocation Platform will inform all Registered Participants that the Allocation Platform will run Explicit Daily Auctions as fallback for such Implicit Daily Auctions with the corresponding new time schedule.
7. The Bidding Period for each Explicit Daily Auction will be at such times specified by the Allocation Platform in Annex 1 of these Rules or in the relevant Auction Specification. In case of contradiction between the times specified in Annex 1 and in the relevant Auction Specification, the Auction Specification shall prevail.

Rule 24
Intraday Auctions

1. The Allocation Platform will conduct Intraday Auctions, having a Product Period of up to one Contract Day, in accordance with this Rule.
2. Intraday Units can be allocated in one or more Intraday Auctions.
3. Separate Intraday Auctions may be conducted each day for each category of Intraday Unit.
4. 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 CHAPTER 8).
5. 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, and pursuant to the number of auctions and times of Intraday Auctions which are set out in Annex 1.
6. 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.
7. The Bidding Period for each Intraday Auction will be at such times specified by the Allocation Platform in Annex 1 of these Rules or in the relevant Auction Specification. In case of contradiction between the times specified in the annex and in the relevant Auction Specification, the Auction Specification shall prevail.

Rule 25

Bid submission

1. The Registered Participant shall submit Bids in accordance with this Rule 25 and in accordance with CHAPTER 4.
2. Once submitted, a Bid or a Set of Bids cannot be withdrawn but the Registered Participant 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 Auction allocation.
3. The Registered Participant shall submit a Bid or set of Bids to the Allocation Platform in accordance with following requirements:
 - (a) it shall be submitted electronically using the Auction Tool and during the Bidding Period as specified in Auction Specification;
 - (b) it shall be in the form and include the information required by the Allocation Platform from time to time;
 - (c) it shall identify the Auction via an identification code;
 - (d) it shall identify the Registered Participant submitting the Bid, using the form of identification required by the Allocation Platform for the purposes of Auctions;
 - (e) it shall identify the direction for which the Bid is submitted;
 - (f) it shall 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); it shall state the number of Units being bid for, in full MW which must be expressed without decimals, minimum amount of a single Bid is one (1) MW.
4. The Registered Participants will submit their Bids either via a webform through the Auction Tool or by such other means as specified by the Allocation Platform from time to time, pursuant to CHAPTER 4. The format of such Bid submission shall be as specified by the Allocation Platform and pursuant to the ENTSO-E recommendations or to any other technical recommendations provided by the Allocation Platform;

5. If a Bid quantity, or a quantity calculated as a sum of the Bid quantity for several Bids submitted for the same Auction, by a Registered Participant exceeds the Offered Capacity announced in the final Auction Specification, this Bid or these Bids shall be completely rejected. Where a modification of previously submitted Bids results in exceeding the Offered Capacity, the modification shall be rejected and the previously registered Bids will stand.
6. If a Bid quantity or a quantity calculated as a sum of the Bid quantity for several Bids submitted for the same Auction by a Registered Participant exceeds the relevant Offered Capacity announced after the Bids submission, the Bids with the lowest Bid Price will be rejected one by one until the total allowed Bid quantity is lower or equal than the Offered Capacity.
7. The above mentioned process shall apply to all forms of an Auction product and all Forward Capacity Allocation timeframes.
8. All Bid prices are deemed to be exclusive of Taxes.

Rule 26
Bid registration

1. The Allocation Platform shall not register a Bid that:
 - (a) does not comply with the requirements of Rule 25; or
 - (b) is submitted by a Registered Participant who is suspended in accordance with Rule 63.
2. Provided that a Bid or a set of Bids fulfils the requirements set forth in Rule 25, the Allocation Platform shall confirm to the Registered Participant that such Bid(s) have been correctly registered by an acknowledgment of receipt via the Auction Tool. If the Allocation Platform does not issue an acknowledgment of receipt for a Bid, such Bid shall be deemed not to have been registered.
3. The Allocation Platform shall notify a Registered Participant whose Bid is rejected as invalid and the reason for this rejection, without undue delay after the Bid is rejected.
4. The Allocation Platform shall maintain a record of all valid Bids received.
5. Each valid Bid registered at closure of the Bidding Period shall constitute an unconditional and irrevocable offer by the Registered Participant to buy Units up to the Bid quantity and at prices up to the Bid Price and under the terms and conditions of these Rules and the relevant Auction Specification.

Rule 27
Default Bid

1. The Registered Participant may place Default Bids for Explicit Daily Auctions and Intraday Auctions.
2. A Default Bid, once identified as such by the Registered Participant, shall apply automatically to each subsequent relevant Auction as defined by the Registered Participant when placing the Default Bid. At the opening of a relevant Bidding Period, the registered Default Bid shall be considered as a Bid submitted by the Registered Participant for the relevant Auction. This Bid shall be considered as delivered when the Allocation Platform sends an acknowledgment of receipt to the Registered Participant.

3. If a Default Bid quantity or a quantity calculated as a sum of the Bid quantity for several Default Bids submitted for the same Auction by a Registered Participant exceeds the final Offered Capacity, the Bids with the lowest Bid Price shall be rejected one by one until the total allowed Bid quantity is reached.
4. A Registered Participant may modify a Default Bid for a future Auction by changing the Bid quantity and the Bid Price of its Default Bids before the applicable Auction Bidding Period opening.
5. A Registered Participant not wishing to submit the Default Bid on the Auction Tool for future Auctions can cancel its Default Bids before the subsequent Auction Bidding Period opening.

Rule 28

Credit Limit verification

Upon submission by a Registered Participant of a Bid or Set of Bids to the Auction Tool, a Credit Limit verification shall be conducted in accordance with Article 34 (*Credit Limit verification*) of the Harmonised Allocation Rules as amended and supplemented by the IFA Border Specific Annex which shall apply mutatis mutandis to these Rules.

Rule 29

Auction Results Determination

1. After the expiration of the Bidding Period for a Daily or Intraday Auction and the Credit Limit verification pursuant to Rule 28, the Allocation Platform shall determine the Auction results and allocate Daily and Intraday Units in accordance with this Rule 29.
2. The Auction results determination shall include the following:
 - (a) determination of the total quantity of the allocated Daily and Intraday Units per direction;
 - (b) identification of winning Bids to be fully or partially satisfied; and
 - (c) determination of the Marginal Price for the France-England border and direction.
3. The Allocation Platform shall determine the Marginal Price and direction based on the following criteria:
 - (a) if the total quantity of Units for which valid Bids have been submitted is lower than or equal to the Offered Capacity for the relevant Auction, then such valid Bids will be accepted and the Marginal Price shall be zero;
 - (b) if the total quantity of Units for which valid Bids have been submitted exceeds the Offered Capacity for the Auction in question, the Marginal Price shall be set at the lowest Bid(s) Price(s) allocated in full or in part using the respective Offered Capacities.
4. If two (2) or more Registered Participants have submitted for one direction valid Bids with the same Bid Price, that cannot be accepted in full for the total requested quantity of Daily or Intraday Units, the Allocation Platform shall determine the winning Bids and the quantity of the allocated Units per Registered Participant based on a pro rata approach as follows:

- (a) the Units available for the Bids which set the Marginal Price shall be divided equally between the number of the Registered Participants which submitted these Bids;
 - (b) if the quantity of Units requested by a Registered Participant at the Marginal Price is lower than or equal to the share calculated according to item (a) above, the request of this Registered Participant shall be fully satisfied;
 - (c) if the requested quantity of Units by a Registered Participant at the Marginal Price exceeds the share calculated according to item (a) above, the request of this Registered Participant shall be satisfied up to the amount of the share as calculated according to item (a) above;
 - (d) any remaining Units after the allocation according to items (b) and (c) shall be divided by the number of the Registered Participants whose requests have not been fully satisfied and allocated to them applying the process described in items (a), (b) and (c) above.
5. Whenever the calculation set forth in this Rule does not result in a whole MW amount, the allocated Units shall be rounded down to the nearest full MW.
 6. The Units are deemed to have been allocated to a Registered Participant after the publication of the Final Results of the relevant Auction.
 7. Registered Participants acknowledge and accept that their Bids may be partially accepted according to the methodology above.

Rule 30

Notification of final Auction results

1. The Allocation Platform will publish on the Auction Tool the final Auction Results:
 - (a) for each Explicit Daily Auction invoked prior to the Implicit Daily Auction Window, as soon as practicable after the end of the Bidding Period;
 - (b) for each Explicit Daily Auction invoked during the Implicit Daily Auction Window, as soon as practicable after the unavailability of the Implicit Daily Auction is confirmed;
 - (c) for each Intraday Auction as soon as practicable and within fifteen (15) minutes after the end of the Bidding Period.
2. The publication of the final Auction results in the Auction Tool shall comprise at least the following data:
 - (a) total requested Interconnector Capacity rights (expressed in MW);
 - (b) total allocated Interconnector Capacity rights (expressed in MW);
 - (c) Marginal Price (expressed in EUR/MW per hour);
 - (d) number of Registered Participants participating in the Auction;
 - (e) list of names and number of Registered Participants who placed at least one winning Bid in the Auction;
 - (f) list of registered Bids without identification of the Registered Participants (bid curve); and

- (g) Auction income.
3. The Allocation Platform shall make available via the Auction Tool to each Registered Participant who submitted a Bid to a specific Auction at least the following data:
- (a) allocated Interconnector Capacity rights for each hour of the Product Period (expressed in MW);
 - (b) Marginal Price (expressed in EUR/MW per hour); and
 - (c) due amount for allocated Interconnector Capacity rights (expressed in EUR, rounded to two decimal places).
4. Should the Allocation Platform not publish the Final Results within the relevant timeframe, the Allocation Platform will keep Registered Participants informed of the new timeframe of publication and/or any other consequences related to the relevant results.

Rule 31

Contestation of Auction Results

1. Due to time constraints, there is no time for checking Auction results after an Explicit Daily Auction invoked during the Implicit Daily Auction Window. Any query on such Explicit Daily Auction results shall be considered as a Dispute and must be made in accordance with Rule 62. Only queries where the Registered Participant believes there is an error in the Auction results shall be considered as a Dispute.
2. Due to time constraints in the Intraday process, there is no time for checking Auction results after an Intraday Auction. Any query on Intraday Auction results shall be considered as a Dispute and must be made in accordance with Rule 62. Only queries where the Registered Participant believes there is an error in the Auction results shall be considered.

CHAPTER 6.

Transfer of Intraday Units

Rule 32

General provisions

1. Intraday Unit holder(s) may transfer their Units to another Registered Participant once the Auction results in respect of those rights are final. Regardless of how the transfer was concluded, it shall be notified to the Allocation Platform following the process pursuant to Rule 33 and via the Auction Tool according to a format specified on the Allocation Platform's website.
2. The minimum volume of Units that may be transferred shall be one (1) MW over one (1) hour.
3. Any Daily Unit resulting from an Explicit Daily Auction invoked during the Implicit Daily Auction Window cannot be subject to a Capacity Transfer Notice.
4. The Allocation Platform will not charge a transaction fee for allocated Capacity Transfers.

Rule 33

Process of the transfer

1. The transferor shall send a notification of the transfer to the Allocation Platform via the Auction Tool with the following information:
 - (a) the EIC codes of the transferor and transferee;
 - (b) the time period of the transfer including the start and end dates and hours; and
 - (c) the Volume (MW) of the transferred Units defined per hour.
2. The notification of the transfer shall be delivered to the Allocation Platform in accordance with the relevant timings specified in Annex 1.
3. In order to be able to transfer the Units the following requirements must be fulfilled:
 - (a) the transferor and transferee have a valid and effective Participation Agreement with the Allocation Platform at least for Capacity Transfers;
 - (b) the transferor holds the concerned Interconnector Capacity rights at the time of the notification of the transfer;
 - (c) the transferor has fulfilled its financial obligations pursuant to these Rules regardless of whether the transferor transfers all or only part of its Units and regardless of whether the transferor transfers Units to a single Registered Participant or to several Registered Participants; and
 - (d) the transferor has delivered the notification of the transfer before the deadline pursuant to paragraph 2 of this Rule.
4. The Allocation Platform shall issue without undue delay an acknowledgement of receipt of the notification to the transferor. Where the notification fulfils the requirements pursuant to

paragraph 3 of this Rule the Allocation Platform shall inform the transferee about the notification of the transfer.

5. In the event that the acknowledgement is not sent by the Allocation Platform, the concerned notification shall be deemed not to have been submitted.
6. The notification of transfer shall be confirmed by the transferee within the relevant period of time in accordance with Annex 1.
7. In the event that the transferee does not confirm the transfer by the deadline pursuant to paragraph 6, the Allocation Platform shall automatically cancel the process of the transfer notification.
8. The Allocation Platform shall then issue without undue delay to the transferor and the transferee a second acknowledgement via the Auction Tool stating either:
 - (a) that the transfer notification has been accepted and is effective; or
 - (b) that the transfer notification has been rejected including the reason(s).
9. If for any technical reason the acknowledgement is not sent by the Allocation Platform, the concerned transfer is deemed not to have been submitted.
10. The Transferor shall not be entitled to withdraw the transfer notification once the transferee has accepted it. The transferee may initiate another transfer to transfer the Units further.
11. If the Auction Tool fails and, in the reasonable opinion of the Allocation Platform, it is not practicable to operate Capacity Transfers electronically, the Allocation platform may use a backup procedure by email or fax, as specified from time to time, in order to conduct Capacity Transfers and to allocate the Units resulting from Capacity Transfers.
12. If the backup procedure described in paragraph (11) cannot, in the reasonable opinion of the Allocation platform, be implemented as necessary to enable Capacity Transfers to be operated, the Capacity Transfers will be deferred. If the deferral of Capacity Transfers is not considered possible by the Allocation Platform, the Capacity Transfers will be cancelled and all Capacity Transfers notices already submitted will be automatically cancelled.

Rule 34

Legal consequences of the transfer

All rights and obligations resulting from these Rules, with exception of the payment obligation of the original Unit holder regarding the allocation of Units pursuant to CHAPTER 11, shall be transferred together with the Units.

CHAPTER 7. Nomination Rules

Rule 35

General principles

1. Each Unit entitles the Registered Participant that acquires it (whether at an Auction and whether pursuant to these Rules or the Harmonised Allocation Rules) to use Interconnector Capacity by issuing a Mid-Channel Nomination in accordance with this CHAPTER 7, for an Energy Transmission of 1MW at mid channel 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 Curtailment and as specified in the relevant Auction Specification.
2. The Allocation Platform shall make available via the Auction Tool, at its sole discretion, the Registered Participants' summary of acquired Units for any given Contract Day.
3. Unit Holders must comply with the Business Rules in Annex 1, including the timing of Mid-Channel Nominations.
4. Each Registered Participant acknowledges that, without prejudice to the rights of Registered Participants under this Rule, 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 the Allocation Platform having regard to a range of factors including other Mid-Channel 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 the Allocation Platform from Transmitting electricity over the Interconnector at any time in either direction.
5. A Registered Participant will not be entitled to use any Interconnector Capacity (including Long Term Interconnector Capacity allocated under the Harmonised Allocation Rules) other than at the times, in the manner and to the extent provided for under these Rules.

Rule 36

Rights Document

1. The Rights Document for a Unit Holder for a Contract Day in a direction and for Daily and Intraday Timescales 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 Registered Participant will for a Contract Day and in each direction be notified of its Daily and Intraday Interconnector Capacity rights in the Rights Documents. Long Term Interconnector Capacity rights for a Contract Day in a direction will be as set out in the Rights Document issued under the Harmonised Allocation Rules

2. The Allocation Platform will notify each Registered Participant of its Daily and Intraday Interconnector Capacity rights for the Contract Day “D” by issuing a Rights Document before the gate-opening of the relevant Timescale for that Contract Day at the times specified in Annex 1.

Rule 37

Mid-Channel Nominations (or MCNs)

1. For each hour in a Contract Day for which a Daily or Intraday Rights Document has been issued by the Allocation Platform under these Rules, or a Long Term Rights Document has been issued under the Harmonised Allocation Rules, each Unit Holder may Nominate to the Allocation Platform an Energy Transmission at mid-channel up to but not exceeding the Registered Participant’s Interconnector Capacity rights set out in the Rights Document in the relevant direction in that hour (“Mid-Channel Nomination”).
2. The Unit Holder shall Nominate its Mid-Channel Nominations no later than the relevant Nomination Gate Closure for all relevant hours as referred in the Rights Document. The timescales for submitting Nominations are contained in Annex 1.
3. Annex 1 specifies the Intraday Nomination Gate Closures. Where a Unit Holder Nominates a Mid-Channel 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-Channel Nomination prior to the last Nomination Gate Closure that applies in respect of such hour(s).
4. The Allocation Platform will reject a Nomination in its entirety for the Contract Day where the corresponding Mid-Channel Nomination(s) in one or more hours exceed(s) the Registered Participant’s Interconnector Capacity rights set out in the Rights Document.
5. The Mid-Channel 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.
6. Mid-Channel Nominations are not subject to any modification by the Registered Participants after the relevant Gate-Closure pursuant to Annex 1.
7. In the absence of a Nomination by a Unit Holder in a direction, the corresponding Mid-Channel Nominations are assumed to be equal to zero.

Rule 38

Nominations submission

1. Each Registered Participant must notify its Nominations electronically.
2. Nominations shall be submitted in the formats specified by the Allocation Platform and pursuant to the ENTSO-E recommendations and/or to any other technical recommendations provided by the Allocation Platform to the Registered Participants.
3. Subject to paragraph (4) of Rule 37, and provided that the format of the Nomination is in accordance with paragraph (2) of this Rule, the Allocation Platform will acknowledge receipt of the Nomination to Registered Participants by a message indicating that the Nomination has been correctly registered.
4. Only Nominations confirmed as correctly registered shall be valid.

5. In the event of a problem of communication between the Unit Holder and the Auction Tool due to an Auction Tool failure, the Unit Holder may contact the Allocation Platform to request, in respect of Nominations periods of which gate-closure has not occurred, that the Unit Holder be permitted to send its Mid-Channel Nominations by email or fax to the Allocation Platform.

Rule 39

Cancellation of a Nomination Gate Closure

1. In the event of technical difficulties with the Auction Tool, the Allocation Platform may be forced to cancel a Nomination Gate Closure. In that case, the Allocation Platform shall inform the Registered Participants as soon as practicable of such cancellation.
2. Should the Allocation Platform cancel a Daily Nomination Gate Closure, the Unit Holder's corresponding Interconnector Capacity rights set out in the Rights Document will be compensated at the price of the Units corresponding to such rights.
3. Should the Allocation Platform cancel an Intraday Nomination Gate Closure, the Unit Holder's corresponding Interconnector Capacity rights set out in the Rights Document will be compensated at the price of the Units corresponding to such rights, for Settlement Periods for which the cancelled Gate-closure is the last one.
4. Notwithstanding the above paragraph (3) of this Rule, where the cancellation of an Intraday Nomination Gate Closure is due to a national time change notified to the Registered Participants 3 days in advance by the Allocation Platform, the Unit Holder's corresponding Interconnector Capacity rights will not be compensated.

Rule 40

Default Nominations

1. Default Nominations can be activated by the Unit Holder per Timescale. Where they are activated, all MCNs for the relevant Timescale would be automatically generated at the value of the relevant Interconnector Capacity rights set out in the Rights Document for each hour of that Contract Day.
2. Unit Holders may activate Default Nominations independently for Long Term, Daily and Intraday Timescales.
3. The registered Default Nomination is considered as a schedule of Mid-Channel Nominations submitted by the Unit Holder for the relevant Timescale at the opening of the relevant period for Nomination. This Mid-Channel Nomination is considered as valid once confirmed as such by the Allocation Platform.
4. The Unit Holder may modify the Mid Channel Nomination resulting from the Default Nomination within the relevant Nomination period.
5. The Unit Holder may deactivate its Default Nomination on the Auction Tool at any time. Where such deactivation is during a relevant Nomination period, any existing valid Mid Channel Nomination resulting from a Default Nomination remains unchanged.

Rule 41

Deemed Metered Volumes

If a Registered Participant submits a valid Mid-Channel Nomination for an Energy Transmission for a Settlement Period, then the Allocation Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the Interconnector and for any reductions in MCNs as a result of Curtailment, is allocated to the relevant Energy Accounts of the Registered Participant 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 Annex 2.

Rule 42

Submission of Physical Notifications

NGIC will calculate and submit to NGET Physical Notifications for each Settlement period on behalf of each Registered Participant, based on the aggregate of MCNs received from each Registered Participant across all Timescales in respect of each Settlement Period.

CHAPTER 8.

Use It or Lose It (UIOLI)

Rule 43

General principles

1. The provisions of this CHAPTER 8 detail the means by which capacity unused by a Unit Holder can be made available for other Registered Participants to acquire.
2. If following the cancellation of an Implicit Daily Auction, the associated fallback Explicit Daily Auction is also cancelled such that Long-Term Unused Units are not made available in the Explicit Daily Auction, each relevant Unit Holder will be compensated for such Long-Term Unused Units on the basis of CHAPTER 10.

Rule 44

UIOLI applying on Daily Nominations

1. To the extent that any Unit Holder does not Nominate any Daily Unit(s) associated with its Daily Interconnector Capacity rights (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.
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 the Allocation Platform will make that Daily Unit(s) available for the applicable Intraday Auction.
3. Unused Units resulting from the process described in this Rule 44 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 shall still pay the Allocation Platform for its Unused Unit(s), except where such Unused Units were acquired in a Capacity Transfer;
 - (d) the Allocation Platform 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 the Allocation Platform to the Unit Holder.
4. To the extent that any Intraday Units remain unused such Intraday Units shall be treated as Unused Units and shall 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 shall still pay the Allocation Platform 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.
5. If an Intraday Auction is cancelled, Unit Holders will not be compensated for Daily Unused Units.

CHAPTER 9.

Outages

Rule 45

General provisions for outages

1. The Allocation Platform will give Registered Participants information about Outages in accordance with this Rule.
2. The Allocation Platform will publish an indicative schedule of Outages for the forthcoming year, specifying the expected start and end dates of each Outage and the expected Interconnector Capacity during each Outage and otherwise as necessary to comply with the requirements of the Transparency Regulation.

Rule 46

Changes in outages

1. The Allocation Platform will update the information given under Rule 45 as soon as practicable after any changes are known.
2. The Allocation Platform will use reasonable endeavours to ensure that the information provided under this Chapter is accurate and that Outages take place as indicated by the information.
3. Notwithstanding paragraph (1) of Rule 45, each Registered Participant acknowledges that circumstances may arise that require the Allocation Platform to take Outages at times other than those planned and therefore the Allocation Platform remains free to plan and execute any Outages that it considers necessary.
4. Without prejudice to Rule 61, the Allocation Platform excludes any and all liability for any claims, payments, costs and expenses arising out of any differences between the information provided under this Chapter and actual Outages (other than credits calculated under Rule 55), whether the claim arises in contract or on any other basis, except to the extent that liability cannot be excluded by law.

Rule 47

Unexpected availability

Interconnector Capacity at any time may be greater than expected due to circumstances such as early return to service after an Outage or rescheduling of an Outage. If Interconnector Capacity becomes available, the Allocation Platform will use reasonable endeavours to notify all Registered Participants of its availability promptly and will allocate the Interconnector Capacity to Registered Participants for the direction in question using the Intraday or Daily Auctions as applicable.

Rule 48

Forced Outages and Trips

The Allocation Platform will notify Registered Participants of any Forced Outages or Trips as soon as practicable after the Forced Outage is arranged or the Trip occurs. Following this initial notice, the Allocation Platform will as soon as practicable give Registered Participants 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 the Allocation Platform and Rule 46 will apply to this information.

CHAPTER 10. Curtailement

Rule 49

General provisions for Curtailement

1. This Rule 49 permits the Curtailement of Daily and Intraday Interconnector Capacity secured by Registered Participants under these Rules and Daily and Intraday Mid-Channel Nominations. Long Term Interconnector Capacity and Long Term Mid-Channel Nominations shall be subject to Curtailement under the relevant provisions of the Harmonised Allocation Rules as modified by the IFA Border Specific Annex.
2. The Allocation Platform will Curtaile Daily and Intraday Interconnector Capacity secured by all Unit Holders, and if necessary their Mid-Channel Nominations, during each Settlement Period in which there is a Capacity Shortage in accordance with this Chapter. Registered Participants acknowledge that a Capacity Shortage, or any increase or decrease in the Curtailement 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 Annex 2.
3. Each Unit Holder whose Units are Curtailed by the Allocation Platform in the event of a Capacity Shortage will lose its entitlement to use Interconnector Capacity to the extent of that Curtailement.

Rule 50

Notice to the Registered Participants

1. The Allocation Platform shall inform Registered Participants of any Curtailement, as soon as practicable, after the need for Curtailement is known stating the Capacity Shortage, the effect of which will be available on the Auction Tool.
2. Capacity Shortages may change from time to time and the Allocation Platform will inform Registered Participants of the anticipated duration of such Capacity Shortages as soon as practicably possible after any change.

Rule 51

Capacity Shortage

1. A Capacity Shortage occurs in any minute in a direction if:

$$IC_{dir} < \sum Capa_{dir}^{GNC} + \sum MCN_{dir}^{GC} - \sum MCN_{opp}^{GC}$$

where:

- a. IC_{dir} is the value of the Interconnector Capability at that time in that direction; and
- b. $\sum Capa_{dir}^{GNC}$ is the sum of the Interconnector Capacity rights across all Registered Participants in that direction, including Daily and Intraday rights allocated under these Rules, for any Timescale for which Nomination Gate Closure has not yet occurred, (before curtailement of these rights in respect of the relevant Capacity Shortage); and

- c. $\sum MCN_{dir}^{GC}$ is the sum of the MCN values across all Registered Participants in that direction for all Timescales for which Nomination Gate Closure has occurred, (before curtailment of that MCN in respect of the relevant Capacity Shortage in accordance with these Rules); and
- d. $\sum MCN_{opp}^{GC}$ is the sum of the MCN values across all Registered Participants in the opposite direction for all Timescales, for which Nomination Gate Closure has occurred, (before curtailment of that MCN in respect of the relevant Capacity Shortage in accordance with these Rules).

And the “Curtailment Quantity” is the positive number equal to the difference between IC_{dir} in such direction and $(\sum Capa_{dir}^{GNC} + \sum MCN_{dir}^{GC} - \sum MCN_{opp}^{GC})$.

Rule 52

Curtailment of Intraday and Daily units

1. If there is a Capacity Shortage in any Settlement Period, the Daily and Intraday capacity rights of all Registered Participants in that Settlement Period in the direction of the Capacity Shortage will be Curtailed by the Allocation Platform under this Rule. If necessary Mid Channel Nominations for all Timescales in that Settlement Period in the direction of the Capacity Shortage will also be curtailed as described in this Rule.
2. If there is a Capacity Shortage in any Settlement Period in a given direction, the Daily and Intraday Interconnector Capacity rights, in respect of which Rights Documents have not been published at the time of the Curtailment incident being recorded in the Auction Tool, in that Settlement Period and in that direction, are Curtailed pro rata for all Registered Participants. Each relevant Unit Holder will lose its entitlement to use such Curtailed Interconnector Capacity.

For the avoidance of any doubt, the Interconnector Capacity rights are curtailed in the following order:

- i) Intraday Interconnector Capacity rights (where Intraday Rights Documents have not been published) in accordance with these Rules;
 - ii) Daily Interconnector Capacity rights (where Explicit Daily Auctions have been invoked and Daily Rights Documents have not been published) in accordance with these Rules; and
 - iii) Long Term Interconnector Capacity rights (where Long Term Rights Documents have not been published) in accordance with the Harmonised Allocation Rules 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.
3. If there is a Capacity Shortage in any Settlement Period in a given direction being recorded in the Auction Tool between the issue of Rights Documents 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 this Rule shall apply.
 4. For each affected Registered Participant, the remaining of Units which have not been curtailed shall be rounded down to the nearest MW.

Rule 53

Curtailement of nominated Intraday and Daily Units

If the sum of all Daily and Intraday Interconnector Capacity rights, in respect of which Rights Documents have not been published at the time of the Capacity Shortage being recorded in the Auction Tool, in that Settlement Period and in that direction, is Curtailed, and if further Curtailement is required, the MCN values, in that Settlement Period and in that direction, for which Nomination Gate Closure had occurred prior to the time of the Capacity Shortage being recorded in the Auction Tool, are Curtailed in the following order:

- i) Intraday MCNs (where Intraday Nomination Gate Closure has occurred) for all Registered Participants on a pro rata basis in accordance with these Rules;
- ii) Daily MCNs (where Explicit Daily Auctions have been invoked and Daily Nomination Gate Closure has occurred) for all Registered Participants on a pro rata basis in accordance with these Rules;
- iii) and finally the following products on a pro rata basis:
 - Long Term Interconnector Capacity rights (where Long Term Nomination Gate Closure has occurred) for all Registered Participants on a pro rata basis in accordance with the Harmonised Allocation Rules;
 - Long-Term MCNs (where Long-Term Nomination Gate Closure has occurred) for all Registered Participants on a pro rata basis in accordance with the Harmonised Allocation Rules.

Rule 54

Curtailement of Intraday Units notified for Transfer

If there is a Capacity Shortage in any Settlement Period in a given direction leading to the potential Curtailement of Intraday Units notified for Capacity Transfer by a Registered Participant to the Allocation Platform:

- i) if the Capacity Transfer has been confirmed by the party to whom the Capacity Transfer was made before the Curtailement, the Units are Curtailed and a credit is made to such Party in accordance with Rule 55;
- ii) if the Capacity Transfer has not been confirmed by the party to whom the Capacity Transfer is being made before the Curtailement, the Capacity Transfer is cancelled in its entirety by the Allocation Platform, 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 Curtailement in accordance to Rule 52 and 53.

Rule 55

Compensation of curtailed Intraday and Daily Units and nominated Units

Holders of curtailed Intraday and Daily Units under Rule 52 and Rule 53 shall be entitled to receive reimbursement equal to the price of the Unit set during the relevant Daily or Intraday Allocation Process where practicable.

CHAPTER 11.

Invoicing and Payment

Rule 56

General principles

1. Each Registered Participant must pay the Allocation Platform the Unit Prices for all Unit Quantities acquired pursuant to these Rules even if all or some of the Units have been Capacity Transferred as set out in CHAPTER 6, or if the Registered Participant does not use the corresponding Interconnector Capacity;
1. All prices set out according to this CHAPTER 11 are indicated in Euros;
2. All payments made according to this CHAPTER 11 must be in Euros;
3. Unless notified otherwise, NGIC will invoice the Registered Participant for the Units acquired in the direction “England to France”, and RTE will invoice the Registered Participant for the Units acquired in the direction “France to England”.

Rule 57

Calculation of due amounts

1. Registered Participants shall pay for each of the Units allocated to them an amount equal to:
 - (a) the Marginal Price (per MW per hour); multiplied by
 - (b) the sum of Units in MW allocated in individual hours of the Product Period in accordance with Rule 29.
2. The amount due plus any applicable taxes, duties or other charges, shall be rounded to two decimal places.

Rule 58

Invoicing and payment conditions

1. No later than the 11th Business Day of each month M, the Allocation Platform will send by postmail (or by any other means as indicated from time to time by the Allocation Platform) to the Registered Participant an invoice or credit note stating:
 - a. the amount payable by the Registered Participant in respect of Daily and Intraday Units, calculated as the product of the Unit Quantity and the Unit Price;
 - b. Intraday Units subject to Capacity Transfer by or to the Registered Participant;
 - c. any amounts payable or credits due to the Registered Participant by the Allocation Platform under CHAPTER 10;
 - d. any amount payable by the Registered Participant to the Allocation Platform for any training requested by the Registered Participants, in addition to the Standard Training provided to the use of the Auction Tool pursuant to Rule 17;
 - e. any Taxes payable by the Registered Participant or the Allocation Platform in respect of amounts in the invoice;

- f. the total amounts payable by the Registered Participant to the Allocation Platform under that invoice (or receivable by the Registered Participant from the Allocation Platform under that credit note);
 - g. any other information required to be included in the invoice under English or French law.
2. Where an invoice issued by the Allocation Platform does not contain full background data for the derivation of invoice summary amounts, then the Registered Participant may consult the Auction Tool to obtain such background data;
3. The Allocation Platform may fulfil the requirements of this Rule 58 by issuing a consolidated invoice in accordance with Article 66 (*Invoicing and payment conditions*) of the Harmonised Allocation Rules as amended and supplemented by the IFA Border Specific Annex;
4. Article 66 (*Invoicing and payment conditions*) of the Harmonised Allocation Rules as amended and supplemented by the IFA Border Specific Annex shall apply mutatis mutandis to the payment of any amount invoiced in accordance with this Rules.

Rule 59

Payment disputes

Article 67 (*Payment disputes*) of the Harmonised Allocation Rules shall apply mutatis mutandis to the payment of any amount invoiced in accordance with Rule 58.

Rule 60

Late payment and payment incident

Article 68 (*Late payment and payment incident*) of the Harmonised Allocation Rules shall apply mutatis mutandis in respect of any amounts invoiced in accordance with Rule 58.

CHAPTER 12.
Miscellaneous

Rule 61
Liability

1. Subject to paragraph (2) of Rule 61, the provisions of Article 70 (*Liability*) of the Harmonised Allocation Rules shall apply mutatis mutandis in respect of any liability of the Allocation Platform or any Registered Participant arising under or in connection with these Rules.
2. A Registered Participant shall indemnify and keep indemnified the Allocation Platform 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 Registered Participant is a party.

Rule 62
Dispute resolution

1. Subject to this Rule, the provisions of Article 71 (*Dispute resolution*) of the Harmonised Allocation Rules shall apply mutatis mutandis to any Dispute.
2. The seat of arbitration for any dispute referred to arbitration under the rules of the International Chamber of Commerce shall be Geneva.

Rule 63
Suspension of the Participation Agreement

1. The Allocation Platform may by notice to the Registered Participant suspend temporarily the Registered Participant’s rights in connection with these Rules with immediate effect if the Registered Participant commits a breach of an obligation in connection with these Rules which may have a material impact on the Allocation Platform as follows:
 - a. if a Registered Participant fails to pay any amount properly due and owing to the Allocation Platform;
 - b. if a Registered Participant fails to provide and maintain Collateral in accordance with the requirements referred to in CHAPTER 3 or if a Collateral Incident occurs under Article 25 (Collateral Incident) of the Harmonised Allocation Rules;
 - c. any breach which may have a material financial impact on the Allocation Platform;
 - d. the Allocation Platform considers on reasonable grounds that the Registered Participant no longer satisfies one or more of the conditions to participate in Auctions; or
 - e. if a Registered Participant’s rights have been suspended in accordance with Article 72 (Suspension of the Participation Agreement) of the Harmonised Allocation Rules.
2. In the case of any minor breach in relation to these Rules, the Allocation Platform may by notice to the Registered Participant inform the Registered Participant that its rights in

connection with these Rules shall be suspended unless the Registered Participant remedies the suspension event in the time period specified in the notice. The suspension shall take effect when the period specified for remedy has elapsed and the breach remains unremedied.

3. After the suspension takes effect in accordance with paragraph (1) or (2) of Rule 63, the suspended Registered Participant may no longer participate in any Explicit Daily Auction or an Intraday Auction and the suspended Registered Participant shall not be entitled to Nominate its Interconnector Capacity rights. For the avoidance of doubt, the Interconnector Capacity rights which the Registered Participant is prohibited from using as a result of such suspension may be offered by the Allocation Platform in subsequent Auctions and the Allocation Platform shall not be required to compensate the Registered Participant.
4. The Allocation Platform may withdraw a notice under this Rule at any time. Having given a notice under paragraph (1) or (2) of Rule 63, the Allocation Platform may give a further or other notice at any time in respect of the same or a different suspension event.
5. Once the Registered Participant has fulfilled or remedied the suspension event as notified to it in the notice sent by the Allocation Platform, the Allocation Platform shall reinstate as soon as reasonably practicable the Registered Participant's rights in relation to use of its allocated Interconnector Capacity rights and its ability to participate in Auctions by written notice to the Registered Participant. As from the date of effect of the reinstatement, the Interconnector Capacity rights allocated prior to the suspension and which remain unused may be Nominated.
6. If the Allocation Platform gives a notice to a Registered Participant under paragraph (1) or (2) of Rule 63, such notice of suspension does not relieve the Registered Participant from its obligations to pay for allocated Interconnector Capacity rights.

Rule 64

Termination of the Participation Agreement

1. A Registered Participant may at any time request the Allocation Platform to terminate the Participation Agreement to which the Registered Participant is a Party. The termination shall take effect after thirty (30) Business Days after receipt of the termination request by the Allocation Platform and if all outstanding payment obligations are settled.
2. A Registered Participant may terminate the Participation Agreement to which the Registered Participant is a party for good cause when the Allocation Platform has committed a major breach of an obligation connected with these Rules or the Participation Agreement in the following cases:
 - a. where the Allocation Platform repeatedly fails to pay any amount properly due and owing to the Registered Participant with a significant financial impact;
 - b. where there is a significant breach of the confidentiality obligations.
3. The Registered Participant shall send a notice to the Allocation Platform stating the reason for termination and giving the Allocation Platform twenty (20) Business Days to remedy the breach. Unless the Allocation Platform remedies the breach within the abovementioned deadline, the termination shall take effect immediately upon expiration of such deadline. A holder of Interconnector Capacity rights whose Participation Agreement is terminated under this paragraph is under no obligation to pay remaining instalments for the Interconnector

Capacity rights and is entitled to a refund to the extent that any instalment includes an amount in respect of products which have a starting date after the date of termination, to be calculated pro-rata from the date termination takes effect.

4. If any of the termination events in this Rule occurs in relation to a Registered Participant, the Allocation Platform may by notice to the Registered Participant terminate the Participation Agreement, including the Registered Participant's rights connected with these Rules. A termination under this paragraph (4) takes effect from the time of the notice or any later time specified in it. The Registered Participant may not at a later stage enter into the Participation Agreement with the Allocation Platform unless the circumstances of termination cease to exist or the Allocation Platform is sufficiently satisfied that the breach will not occur again.
5. The termination events referred to in paragraph (4) of this Rule shall be the following:
 - a. if the rights of the Registered Participant are suspended in accordance with Rule 63 for longer than thirty (30) Business Days;
 - b. if a Registered Participant repeatedly breaches these Rules or its Participation Agreement, whether or not the breach is capable of remedy;
 - c. if an Insolvency Event occurs in relation to a Registered Participant;
 - d. if a Registered Participant breaches any of the provisions of the RTE Grid Code or the 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 ten (10) Business Days of a notice from the Allocation Platform requiring remedy;
 - e. if a Competent Authority (i) determines that the Registered Participant has committed a misuse or fraudulent act and (ii) requests the Allocation Platform to terminate the Participation Agreement to which such Registered Participant is a Party or (iii) agrees that the Allocation Platform has reasonable grounds to believe that the Registered Participant has committed a misuse or fraudulent act in participating in Auctions;
 - f. if the Registered Participant has taken any action which may lead to the damaging or reduction in effectiveness of the Auction Tool (it being understood that such an action is deemed to happen in case of any behaviour amounting to an attack on the information system such as, but not limited to, deny of service, spam, virus, brute forcing, Trojan horse attack); or
 - g. a termination event occurs under Article 73 (Termination of the Participation Agreement) of the Harmonised Allocation Rules.
6. After the termination takes effect in accordance with this Rule and from that time, the Registered Participant may no longer participate in an Auction. For the avoidance of doubt, the Interconnector Capacity rights, which the Registered Participant is prohibited from using as a result of termination, may be offered by the Allocation Platform in subsequent Auctions and the Allocation Platform shall not be required to compensate the Registered Participant.

7. Termination of a Participation Agreement does not affect any rights and obligations under or in connection with the Participation Agreement and these Rules which arose prior to that termination unless otherwise specified in this Rule. Accordingly, any Registered Participant whose Participation Agreement is terminated will remain liable, subject to and in accordance with the Allocation Rules, in respect of all such rights and liabilities. This Rule shall apply without prejudice to other remedies available to the Allocation Platform under these Rules.

Rule 65

Force Majeure

The provisions of Article 74 (*Force Majeure*) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules following the occurrence of any event of Force Majeure affecting the obligation and duties of the Allocation Platform or any Registered Participant under these Rules.

Rule 66

Notices

1. Subject to paragraph (2) of Rule 66, the provisions of Article 75 (*Notices*) of the Harmonised Allocation Rules shall apply mutatis mutandis to any notice or other communication to be given under or in connection with these Rules.
2. Notices from a Registered Participant to the Allocation Platform must be sent to both NGIC and RTE.

Rule 67

Confidentiality

1. Subject to paragraph (2) of Rule 67, the provisions of Article 76 (*Confidentiality*) of the Harmonised Allocation Rules shall apply mutatis mutandis to any information exchanged between the Allocation Platform and any Registered Participant under or in connection with these Rules.
2. The Allocation Platform shall (in addition to the rights set out in Article 76(4) of the Harmonised Allocation Rules) be permitted to disclose confidential information:
 - a. to NGET and/or RTE in their respective capacities as Transmission System Operators; or
 - b. 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.

Rule 68

Assignment and subcontracting

1. Subject to paragraph (2) of Rule 68, the provisions of Article 77 (*Assignment and subcontracting*) of the Harmonised Allocation Rules shall apply mutatis mutandis to any assignment, novation or transfer by the Allocation Platform or any Registered Participant of any rights or obligations under these Rules.
2. Each of NGIC and RTE may assign, novate or otherwise transfer its obligations under Participation Agreements and these Rules to any entity which is to succeed it as joint operator of the Interconnector and joint provider of the services sold to Registered Participants under these Rules and these Rules shall be binding upon and enure for the benefit of the assigns and successors in title of each of NGIC and RTE. Each Registered

Participant will do all things reasonably requested of it by the Allocation Platform to assist with such assignment and novation.

Rule 69

Governing law

The provisions of Article 78 (Governing law) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

Rule 70

Language

The provisions of Article 79 (Language) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

Rule 71

Intellectual property

The provisions of Article 80 (Intellectual property) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

Rule 72

Relationship of the Parties

The provisions of Article 81 (Relationship of the parties) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

Rule 73

No third party rights

The provisions of Article 82 (No third party rights) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

Rule 74

Waiver

The provisions of Article 83 (Waiver) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

Rule 75

Entire agreement

The provisions of Article 84 (Entire agreement) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

Rule 76

Remedies exclusive

The provisions of Article 85 (Remedies exclusive) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

Rule 77

Severability

The provisions Article 86 (Severability) of the Harmonised Allocation Rules shall apply mutatis mutandis to these Rules.

Annexes list

Annex 1: Business Rules for Use of Interconnector Capacity

Annex 2: Deemed Metered Volume Allocation

Annex 1

Business Rules for Use of Interconnector Capacity

1. Introduction

1.1 This Annex describes the business process and timings of the following activities:

- (a) calculation and notification by the Allocation Platform of the Settlement Period values of the Interconnector Capacity rights per Timescale for each Registered Participant in each direction for each Contract Day;
- (b) notification by each Registered Participant of Capacity Transfers ; and
- (c) submission by each Registered Participant of Long-Term, Daily and Intra-Day Nominations in each direction for each Contract Day.

1.2 Notwithstanding paragraph (7) of Rule 6, timings given in this Annex are nominal timings, which may be subject to change from time to time and under exceptional circumstances. In this case, Registered Participants would be informed of new timings to follow in due time.

1.3 Times are given in CET.

1.4 Registered Participants should note that in addition to these Business Rules, in using the Interconnector they must comply with the NGET Grid Code, the Registered Participant's Accord de Participation with RTE and any other binding GB or French rule.

2. Energy Accounts

2.1 Each Registered Participant must identify its Production and Consumption Interconnector BM Units under the BSC and the Accord de Participation under the RTE Settlement Arrangements in its Participation Agreement.

2.2 Each Registered Participant may notify an Energy Transmission against one of each of the types of Energy Account referred to above in any one Settlement Period.

3. Long-Term Business Process

3.1 Long Term Auctions will be conducted by the Allocation Platform under the Harmonised Allocation Rules.

3.2 Unit Holders can submit Long-Term Mid-Channel Nominations of Long-Term Units for the Contract Day D, from opening of the gate for LT MCNs at 13:15 on the day D-2 until LT MCNs gate-closure at 09:30 on day D-1, in accordance with CHAPTER 7 (or at any other time specified in advance by the Allocation Platform).

4. Day-Ahead Business Process when Explicit Daily Auctions are invoked prior to the Implicit Daily Auction Window

- 4.1 The Auction Specification of an Explicit Daily Auction of Units for Contract Day D is published by the Allocation Platform no later than 09:35 on day D-1, in accordance with CHAPTER 5.
- 4.2 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 the Allocation Platform in the relevant Auction Specification or after publication of the Auction Specification). During this period of time, Registered Participants can submit bids to the Allocation Platform, in accordance with CHAPTER 5.
- 4.3 Once the Explicit Daily Auction is closed, Units are allocated, pursuant to CHAPTER 5.
- 4.4 The Final Results of an Explicit Daily Auction are published as soon as reasonably practicable after the end of the Bidding Period. Capacity Transfer Notices of Units initially allocated at such Explicit Daily Auction can be submitted to the Allocation Platform, in accordance with CHAPTER 6, from 10:20 on the day D-1.
- 4.5 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 Registered Participant to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by the Allocation Platform and no later than 11:45 on the day D-1.
- 4.6 The Allocation Platform will notify each Unit Holder of its Daily Interconnector Capacity rights for Contract Day D in each Direction, pursuant to Rule 36, at 12:00 on the day D-1 (or at any other time specified in advance by the Allocation Platform).
- 4.7 Unit Holders can submit Daily Mid-Channel Nominations of Daily Units for the Contract Day D, from opening of the gate for Daily MCNs at 12:05 on the day D-1 until Daily MCNs gate-closure at 14:00 on day D-1, in accordance with Rule 37 (or at any other time specified in advance by the Allocation Platform).

5. Day-Ahead Business Process when Explicit Daily Auctions are invoked during the Implicit Daily Auction Window

- 5.1 The Auction Specification of an Explicit Daily Auction of Units for Contract Day D would be published by the Allocation Platform no later than 14:00 on day D-1, in accordance with CHAPTER 5.
- 5.2 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 the Allocation Platform 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, Registered Participants can submit bids to the Allocation Platform, in accordance with CHAPTER 5.
- 5.3 Once the Explicit Daily Auction is closed, Units are allocated, pursuant to CHAPTER 5. Final Results of the Explicit Daily Auction would be published on the day D-1 once Implicit Daily Auctions is declared unavailable. There is neither publication of

preliminary results nor checking of the results by the Registered Participants in accordance with CHAPTER 5.

- 5.4 Any Daily Unit for the Contract Day D cannot be subject to a Capacity Transfer Notice.
- 5.5 The Allocation Platform will notify each Unit Holder of its Daily Interconnector Capacity rights for Contract Day D in each Direction, pursuant to Rule 36, 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 the Allocation Platform).
- 5.6 Unit Holders can submit Daily Mid-Channel Nominations of Daily Units for the Contract Day D, from opening of the gate for Daily MCNs 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 MCNs gate-closure of 15:30 on day D-1, in accordance with Rule 37 (or at any other time specified in advance by the Allocation Platform).

6. Intra-day Business Process

- 6.1 The Specification of the first Intraday Auction of Units for Contract Day D is published by the Allocation Platform no later than 18:45 on day D-1, in accordance with CHAPTER 5. This first Intraday Auction covers hours from 00:00 to 13:59.
- 6.2 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 the Allocation Platform in the relevant Auction Specification or after publication of the Auction Specification). During this period of time, Registered Participants can submit bids to the Allocation Platform, in accordance to CHAPTER 5.
- 6.3 Once the first Intraday Auction is closed, Units are allocated, pursuant to Rule 29, and Final Results of this Intraday Auction are published.
- 6.4 The Allocation Platform will notify each Unit Holder of its Intraday Interconnector Capacity rights for the period from 00:00 to 13:59 of the Contract Day D in each Direction, pursuant to Rule 36, at 19:45 on the day D-1 (or at any other time specified in advance by the Allocation Platform).
- 6.5 Unit Holders can submit Intraday Mid-Channel 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 MCNs at 19:50 on the day D-1 until Intraday MCNs gate-closure at 21:00 on day D-1, in accordance with Rule 37 (or at any other time specified in advance by the Allocation Platform).
- 6.6 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 Registered Participant to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by the Allocation Platform, and no later than 02:00 on the day D.
- 6.7 The Allocation Platform will notify each Unit Holder of its Intraday Interconnector Capacity rights for the period from 06:00 to 13:59 of the Contract Day D in each Direction, pursuant to Rule 36, at 02:15 on the day D (or at any other time specified in advance by the Allocation Platform).

- 6.8 Unit Holders can submit Intraday Mid-Channel 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 MCNs at 02:20 on the day D until Intraday MCNs gate-closure at 03:00 on day D, in accordance with Rule 37 (or at any other time specified in advance by the Allocation Platform).
- 6.9 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 Registered Participant to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by the Allocation Platform and no later than 07:00 on the day D.
- 6.10 The Allocation Platform will notify each Unit Holder of its Intraday Interconnector Capacity rights for the period from 11:00 to 13:59 of the Contract Day D in each Direction, pursuant to Rule 36, at 07:15 on the day D (or at any other time specified in advance by the Allocation Platform).
- 6.11 Unit Holders can submit Intraday Mid-Channel 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 MCNs at 07:20 on the day D until Intraday MCNs gate-closure at 08:00 on day D, in accordance with Rule 37 (or at any other time specified in advance by the Allocation Platform).
- 6.12 The Specification of the second Intraday Auction of Units for Contract Day D is published by the Allocation Platform no later than 08:05 on day D, in accordance with CHAPTER 5. This second Intraday Auction covers hours from 14:00 to 23:59.
- 6.13 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 the Allocation Platform in the relevant Auction Specification or after publication of the Auction Specification). During this period of time, Registered Participants can submit bids to the Allocation Platform, in accordance to CHAPTER 5.
- 6.14 Once the second Intraday Auction is closed, Units are allocated, pursuant to CHAPTER 5, and Final Results of this Intraday Auction are published.
- 6.15 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 Registered Participant to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by the Allocation Platform and no later than 10:00 on the day D.
- 6.16 The Allocation Platform will notify each Unit Holder of its Intraday Interconnector Capacity rights for the period from 14:00 to 23:59 of the Contract Day D in each Direction, pursuant to Rule 36, at 10:15 on the day D (or at any other time specified in advance by the Allocation Platform).
- 6.17 Unit Holders can submit Intraday Mid-Channel 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 MCNs at 10:20 on the day D until Intraday MCNs gate-closure at 11:00 on day D, in accordance with Rule 37 (or at any other time specified in advance by the Allocation Platform).

- 6.18 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 Registered Participant to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by the Allocation Platform and no later than 13:00 on the day D.
- 6.19 The Allocation Platform will notify each Unit Holder of its Intraday Interconnector Capacity rights for the period from 17:00 to 23:59 of the Contract Day D in each Direction, pursuant to Rule 36, at 13:15 on the day D (or at any other time specified in advance by the Allocation Platform).
- 6.20 Unit Holders can submit Intraday Mid-Channel 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 MCNs at 13:20 on the day D until Intraday MCNs gate-closure at 14:00 on day D, in accordance with Rule 37 (or at any other time specified in advance by the Allocation Platform).
- 6.21 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 Registered Participant to whom the Capacity Transfer was made within 20 minutes of the Capacity Transfer Notice being received by the Allocation Platform and no later than 16:00 on the day D.
- 6.22 The Allocation Platform will notify each Unit Holder of its Intraday Interconnector Capacity rights for the period from 20:00 to 23:59 of the Contract Day D in each Direction, pursuant to Rule 36, at 16:15 on the day D (or at any other time specified in advance by the Allocation Platform).
- 6.23 Unit Holders can submit Intraday Mid-Channel 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 MCNs at 16:20 on the day D until Intraday MCNs gate-closure at 17:00 on day D, in accordance with Rule 37 (or at any other time specified in advance by the Allocation Platform).

Intraday Timings summary (CET time)

Units Validity Times	...are auctioned in...	can be Capacity Transferred during	relevant Rights Documents 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

Annex 2

Deemed Metered Volume Allocation

1. Introduction

The Allocation Platform will calculate the Deemed Metered Volumes for each Registered Participant for each direction for each Settlement Period in each Contract Day and allocate those amounts to the Energy Accounts of Registered Participants in accordance with this Annex.

2. Deemed Metered Volumes

For each Settlement Period, the Deemed Metered Volume of each Registered Participant for a direction is equal to the maximum between 0 and the net of the Long-Term, Daily and Intraday Mid-Channel Nominations (as amended by any Curtailment) of that Registered Participant for that Settlement Period integrated over the Settlement Period to give a kWh figure.

3. Losses

The physical flow on the Interconnector is subject to losses. The Allocation Platform will apply a Loss Factor (“LF”) to calculate each Registered Participant’s share of the losses, and Deemed Metered Volumes in accordance with paragraph 4. The Loss Factor is symmetrical between Mid-Channel and either end of the Interconnector (Sellindge and Les Mandarins).

The Loss Factor to be applied is published on the RTE and NGIC websites. If there is a requirement to change the Loss Factor at any time, then Registered Participants shall be notified in accordance with Rule 66, such notification to be made at least five (5) Business Days before the change is to take effect.

4. Adjustment for losses

For the purpose of the Balancing and Settlement Code, the Allocation Platform will send to the SAA (as defined in that Code) a program called BM Unit Metered Volume 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:

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

For the purpose of the RTE Settlement Arrangements and for an export from France to England, the Allocation Platform will send to RTE (in its capacity as Transmission System Operator) a program called “Programme d'Export à Mandarins” expressed in kWh at Les Mandarins in half-hourly points and calculated by this formula:

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

For the purpose of the RTE Settlement Arrangements and for an import from England to France, the Allocation Platform will send to RTE a program called “Programme d'Import à Mandarins” expressed in kWh at Les Mandarins in half-hourly points and calculated by this formula:

$$PIM = (1-LF)*DMV.$$

In the above paragraphs, “DMV” means the Deemed Metered Volume calculated for that Registered Participant for that Settlement Period under section 2 above.