Demand Side Response Methodology (DSR) for Use after a Gas Deficit Warning (GDW)

Draft Business Rules

Version 0.2

Following the broad consensus of the Workgroup 0504 meeting held on 13 October 2014, these Business Rules are currently drafted based on the DSR Product being offered as:

- 1. a 'Daily' and 'Multiday' Product; and
- 2. DSR Offers being submitted onto the existing Locational Platform of the On the day Commodity Market (OCM).

Background

In February 2014 Ofgem published its Final Policy Decision Consultation on the Security of Supply (SoS) Significant Code Review (SCR). As part of the Consultation, Ofgem proposed a revision of National Grid's NTS Transporters Licence to introduce a new Special Condition 8I (SC8I) – 'Development and Implementation of a Demand Side Response (DSR) Methodology for use after a Gas Deficit Warning'. The Licence revisions were approved by the Authority in September 2014. SC8I requires National Grid NTS to:

- 1. Develop a methodology (the "Demand Side Response Methodology"), in consultation with the industry, for assessing and accepting Demand Side Response Offers, with a draft to be submitted to the Authority no later than 1st March 2015;
- 2. Where Directed by the Authority to do so, run a trial of the approved draft Demand Side Response Methodology;
- 3. Following such a trial, submit to the Authority a report on the outcome of the trial and a final version of the Demand Side Response Methodology, amended to address issues identified by the Licensee during the trial; and
- 4. Where Directed by the Authority to do so, implement the Demand Side Response Methodology.

These draft Business Rules seek to describe the arrangements and provisions required for the proposed DSR Methodology, and will include some provisions that may form part of other governance arrangements for example: the UNC and suggested Heads of Terms for Shipper/Supplier contracts with End Users. The proposed DSR Methodology arrangements described within these Business Rules seek to ensure that all relevant SC8I Licence condition principles are met.

The DSR Methodology

Ofgem's SCR process identified that the gas market would benefit from large End Users reducing demand voluntarily ahead of an emergency. However, during the same process stakeholders expressed doubts that a market for Commercially Contracted reduction in demand would emerge of its own accord. During this process a number of stakeholders also suggested the development of a centralised mechanism for DSR. Ofgem has since directed National Grid NTS to develop a centralised mechanism for specific types of End Users to Offer their DSR directly to National Grid NTS. It is envisaged that establishing this mechanism will ultimately serve to 'kick-start' the market for commercially contracted reduction in demand between End Users and Shippers in the medium to long term and thereby increase competition for the provision of DSR.

Following several industry engagement sessions, over the last year, meeting with approximately 60 Large Industrial End Users, Shippers and Suppliers, and a suite of Modification Proposal 0504 – 'Development of a Demand Side Response Methodology' Industry Workgroup sessions, these draft Business Rules seek to provide an initial view, of the DSR Methodology which represents a broad industry consensus from discussions to date.

The DSR Methodology seeks to provide an additional 'route to market' through which End Users (via their Shipper) can signal their willingness to make available additional DSR volume, i.e. DSR volumes which would not otherwise be offered through existing market mechanisms. Encouraging as much DSR volume to come forward, post a Gas Deficit Warning (GDW), but prior to the end of Gas Deficit Emergency (GDE) stage 1 may, in some circumstances, provide sufficient additional system balancing volumes to avoid the system entering into stage 2 of a GDE, this may enhance the security of supply to more critical load and help all affected parties avoid the high costs and risks associated with an escalation into the later stages of a GDE.

DSR Methodology Business Rules

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DSR Methodology Business Rules

Section 1. Definitions

i GDW

а	DSR	Demand Side Response. The reduction in an Eligible DMC's rate of gas offtake in the period following declaration of a GDW.
b	DSR Service	The framework as set out in the DSR Service Contract in which the End User and Shipper/Supplier will determine, agree and offer DSR to National Grid NTS. As set out in section [2] of this DSR Methodology
С	DSR Service Contract	The contract in which the DSR Service arrangements will be agreed between the Shipper/Supplier and the End User. As set out in section [7.4] of this DSR Methodology.
d	DSR Offer	Each individual trade offer that may be submitted on to the OCM – [Locational] platform.
e	DSR Offer Notice	The binding agreement between the Shipper/Supplier and End User that details the DSR Offer information. As set out in section [7.5] of this DSR Methodology.
f	DSR Product	The basis of the methodology that puts in place the framework and arrangements by which all DSR Offers will be placed and accepted. As set out in section [4] of this DSR Methodology.
g	DSR Period	The period between the GDW being declared for the Gas Day and the earlier of: (i) the revocation of the GDW; or (ii) the end of GDE Stage 1. This is the period where National Grid NTS may accept DSR Offers.
h	OCM – [Locational] platform	The Trading platform that DSR Offers may be submitted upon. As set out in section [3] of this DSR Methodology.

Gas Deficit Warning ref: UNC Section V5.9.

j GDE Gas Deficit Emergency ref: UNC Section Q.

k Firm Load Shedding (FLS) During Stage 2 of a GDE; upon direction from the

Network Emergency Coordinator (NEC), National Grid NTS and relevant Transporters may instruct the End

Users to curtail gas offtake at specified sites.

I Tick Down A DSR Offer may be offered with a reducing down

feature that reduces the volume of DSR available on the Gas Day as the unaccepted Offer progresses

through the Day.

m The GDE Stages GDE Stages are defined in UNC TPD section Q and in

the Network Gas Supply Emergency Classifications as provided in the National Grid NTS safety case for a

Network Gas Supply Emergency

n Eligible DMC As set out in section [5.2] of this DSR Methodology

Where capitalised words and phrases are used within this document, those words and phrases shall usually have the meaning provided within the Uniform Network Code (unless they are otherwise defined within the terms detailed above).

Section 2. DSR Service

- 2.1. The DSR service features 2 principle contractual arrangements:
 - For reduction in gas quantity offtaken at relevant Site Shipper/Supplier to End User contractual arrangement. In exchange for the payment of a service fee as described in paragraph [8.6] of this DSR Methodology the Shipper/Supplier (following instruction from the relevant End User) will agree to offer, on behalf of the End User, a reduction in offtake from the NTS. In return the End User commits to delivering on the agreed offtake reduction if called to do so by the relevant Shipper. These arrangements will be undertaken within the terms provided in this DSR Methodology, and secured upon the DSR Offer being accepted on the 'On the day Commodity Market' (OCM) [Locational] platform by National Grid NTS; and
 - b For the gas procurement Shipper to National Grid NTS contractual arrangement. Acceptance by National Grid NTS of an Offer, placed by a Shipper on the OCM [Locational] platform, to sell title to gas at the NBP to National Grid NTS in its role as Residual Balancer.

- 2.2. The End User will work together with their Shipper/Supplier to post the relevant DSR Offer(s) onto the OCM [Locational] platform. DSR Offers may be placed, updated or withdrawn, on the [Locational] platform at any time up to the declaration of a GDE Stage 2.
- 2.3. DSR Offers associated to the DSR Service may only be accepted by National Grid NTS and only for a Gas Day for which a GDW has been declared and is in effect. DSR Offers posted onto the [Locational] Platform will be available for National Grid NTS to accept throughout the DSR Period.
- 2.4. National Grid NTS will notify the OCM Market Operator in [ASAP] that a GDW has been declared and is in effect and also when a GDW has been revoked.
- 2.5. A DSR Service will comply within the 'Terms' specified in the Shipper/Supplier to End User DSR Service Contract provisions, which will reflect the provisions set out in this DSR Methodology. In accordance with section [15] of the DSR Methodology.
- 2.6. Prior to the acceptance of the DSR Offer, and upon instruction from the End User, the Shipper may revise or remove the DSR Offer to indicate when the service is reduced or unavailable (maintenance etc.).
- 2.7. Where a DSR Offer is accepted by National Grid NTS on the OCM [Locational] platform;
 - 2.7.1. The Shipper will notify the End User of the requirement to reduce their notified End Of Day (EOD) offtake by a volume at least equal to the DSR Offer (including any allowances for 'Tick down'). Within the timescales set out in section [7.5] of this DSR Methodology
 - 2.7.2. The Gas Balance position, for both the Shipper's and National Grid NTS, in its Residual Balancing role, registered on the UK Link system, will be adjusted to reflect the completed gas trade on the OCM [Locational] platform.
 - 2.7.3. DSR Offers may be accepted:
 - a Solely by National Grid NTS for National Balancing purposes only; and
 - b Post GDW being declared up to the end of Gas Deficit Emergency Stage 1; and
 - c Where the DSR Offer meets the criteria set out in this DSR Methodology.

Section 3. [The OCM Locational Platform

The OCM's Locational Platform will be revised from a market in which Shipper Users OCM Market participants may both post and accept locational bids and offers to a market where National Grid NTS is permitted to accept Locational bids and offers; and Shipper Users are only able to post Locational bids and offers.

- 3.1. National Grid NTS will be the single Market participant on the OCM Locational platform permitted to accept Locational bids and offers;
- 3.2. Shippers will be the only Market participants able to post Locational bids and offers;
- 3.3. All DSR Offers will be posted on to the OCM Locational Market;
- 3.4. All DSR Offers will be identified by a DSR Flag;
- 3.5. All DSR Offers will not be visible on the Locational Platform until a GDW for a Gas Day has been declared;
- 3.6. Where a DSR Offer is accepted it will be regarded as a 'Locational Market Transaction' that will be undertaken in accordance with UNC section D2.2.1 (d) a 'Locational Market Transaction'; and
- 3.7. For the avoidance of doubt, all accepted DSR Offers will be included in the system clearing processes and cashout for the relevant Gas Day.

Section 4. The DSR Product

- 4.1. The DSR Product provides 2 items:
 - a A specified volume of DSR by the End User; and
 - b A Gas Trade for the equivalent DSR volume by the Shipper.
- 4.2. Features of the DSR Product:
 - 4.2.1. The DSR Product must be associated with a specific Daily Metered Supply Point that has an Annual Quantity (AQ) greater than 2 million therms per annum (DMC).
 - 4.2.2. The Product must be submitted onto the OCM [Locational] platform by a Registered User at the relevant DMC.
 - 4.2.3. The Product will be offered as;
 - a Daily product and accepted for each Gas day exclusively in accordance with UNC Section D2.2.1 (d) a 'Locational Market Transaction'; or
 - b a Multiday product undertaken in accordance with the UNC Section D4 Multi-Day Balancing Actions;
 - 4.2.4. The DSR Product must be submitted onto the OCM [Locational] platform as a DSR Offer, prior to the declaration of a Gas Deficit Emergency (GDE) Stage 2.
 - 4.2.5. The DSR Product may be offered in separate tranches of volume, which may be priced individually, according to the Value of Lost Load (VoLL) associated to each separate tranche;
 - 4.2.6. Each tranche will be submitted as a single DSR Offer.
 - 4.2.7. There may be more than one DSR Offer at a specific DMC.
 - 4.2.8. Each DSR Offer must be greater than 100,000 kWhs (4k therms on OCM).

- 4.2.9. Where the DSR Offer has been submitted onto the OCM-[Locational] platform for a relevant Gas Day, and remain a valid offer, National Grid NTS may accept the Offer, during the DSR Period.
- 4.2.10. Features of the daily DSR Offer product. The daily DSR Offer may be offered in the form of:
 - a an offer that is input on a daily basis; or
 - b a 7 Day profile of daily offers (submit differing values for each day of the week if so required) the 7 day profile of daily offers will be replicate automatically until revised or withdrawn.

Section 5. Eligibility

- 5.1. Only the registered User at Supply Points that comply with the eligibility rules specified in this DSR Methodology may enter offers onto the DSR mechanism. In turn the DSR Methodology must satisfy the criteria and obligations set out in the GT Licence obligation SC8I.
- 5.2. An Eligible Supply Point is a 'DMC' customer as defined in the UNC Section A 4.5. An Eligible DMC will be:
 - a A Supply Point with a demand >2million therms per Annum (2M tpa);
 - b Able to offer a minimum DSR Offer volume of 100,000 kWhs in any one DSR Offer Notice.
- 5.3. A Shipper may only submit a DSR Offer onto the OCM [Locational] platform for a n Eligible DMC where:
 - a it is a registered User at the Eligible DMC; and
 - b it has entered into a DSR Service Contract, with the relevant End User, prior to the relevant GDW being declared.

Section 6. DSR Participants

- 6.1. There are four/five counter- parties participating in the DSR arrangement.
 - 6.1.1. End User at the Eligible DMC;
 - 6.1.2. Shipper & Supplier;
 - 6.1.3. OCM Market Operator; and
 - 6.1.4. National Grid NTS

6.2. End Users

6.2.1. The End User, with an Eligible DMC, may choose to enter into a DSR Service Contract with its registered Shipper.

6.3. The Shipper/Supplier

6.3.1. The Shipper, who must be a Registered User at the Eligible DMC, is the party eligible to participate on the OCM-[Locational] platform on behalf of the relevant End User with the Eligible DMC.

6.4. **OCM Market Operator**

- 6.4.1. The OCM Market Operator will provide the [Locational] platform within the OCM.
- 6.4.2. The OCM Market Operator will facilitate offer and acceptance of DSR trades in accordance with the OCM Market Rules contract, The UNC Section Annex D1 and the DSR Methodology.

6.5. National Grid NTS

- 6.5.1. National Grid NTS will be the sole party that may accept DSR Offers within the DSR mechanism.
- 6.5.2. National Grid NTS will only accept DSR Offers for national balancing purposes.
- 6.5.3. DSR Offers for the relevant Gas Day may be accepted by National Grid NTS at any time following the declaration of a GDW for the relevant Gas Day and for the duration of the DSR Period.
- 6.5.4. The acceptance of a DSR Offer by National Grid NTS does not affect, or set aside, the Network Emergency Coordinator's (NEC), National Grid NTS's or other relevant Transporters' rights or obligations when undertaking their duties under the provisions set out in 'The Gas Safety (Management) Regulations 1996 NEC Safety Case'.

Section 7. DSR Contractual Relationships

- 7.1. In accordance with section [15] of this DSR Methodology; The Shipper/Supplier and End User will ensure that the following DSR provisions are set out in their DSR Service Contract:
 - 7.1.1. Agreement that the Registered User may post DSR Offers on behalf of the End User, for the Eligible DMC onto the OCM [Locational] platform;
 - 7.1.2. Information and communication arrangements links and timings of communications;
 - 7.1.3. Commercial/Financial settlement arrangements; and
 - 7.1.4. Liabilities for non-compliance arrangements.
- 7.2. Supplier Licence Condition 19D of the Gas Supply Licence and Shipper licence Condition 15A of the Gas Shipper Licence set out the obligation for passing on involuntary DSR payments to End Users as soon as reasonably practicable.

[these Licence conditions will need to include passing on voluntary DSR payment that relate to the DSR mechanism]

- 7.3. Where a DSR Offer is accepted by National Grid NTS:
 - 7.3.1. The DSR Offer acceptance will be a contractual arrangement between the Shipper and National Grid NTS through the existing OCM Market Rules and UNC contractual arrangements.

7.4. The DSR Service Contract

- 7.4.1. Prior to participating in the DSR Mechanism on behalf of the Eligible DMC, the relevant Shipper/Supplier and End User must have entered into a DSR Service Contract.
- 7.4.2. The DSR Service Contract must be agreed prior to posting an Offer on the OCM [Locational] platform in relation to an Eligible DMC.
- 7.4.3. The DSR Service Contract Agreement will set out standardised contractual 'Heads of Terms' relating to;
 - a the DSR Service;
 - b Service fees;
 - c Information, communication, response timescales, obligations;
 - d Payment and Settlement arrangements;
 - e Liabilities; and
 - f the DSR Offer Notice arrangements.
- 7.4.4. [In exchange for the payment of a Service fee, as set out in section [8.6] of the DSR Methodology, the Shipper (following instruction from relevant End User) will agree to place DSR Offers within the 'Terms' specified in the DSR Service Contract.]
- 7.4.5. The DSR Service may only be utilised within the 'Terms' specified in the DSR Service Contract which will reflect provisions set out in this DSR Methodology; and will be consistent with relevant UNC Code provisions and the OCM Market Rules.
- 7.4.6. Upon instruction from the relevant End User, the Registered User may withdraw or revise the DSR Offer where indicated in the DSR Service Contract and/or DSR Offer terms.
- 7.4.7. The DSR Service must describe the communication links between the parties, where these communications fail to meet the communications criteria each party reserves the right to terminate the DSR Service Contract agreement.

7.5. **DSR Offer Notice**

- 7.5.1. In respect of each specific DSR Offer, the relevant Shipper/Supplier and Relevant End User will prepare and agree a DSR Offer Notice which will specify:
 - a Price p/kWh;
 - b Volume (kWh);
 - c Required lead time between Offer acceptance and commencement of the offtake rate reduction at the Eligible DMC (which will include any Shipper to End Users notification time too);
 - d Timing of DSR Offer availability within the Gas Day (Evergreen, reducing volume or specified period;

- e Tick down rate within Gas Day;
- f Location (Supply point ref number);
- g End User Contact details;
- h For multiday specify number of Gas Days;
- 7 day Profiling of Daily Offer volume and/or price details e.g. week to account for reduction in demand at weekends;
- j Indicate whether the 7 day profile of daily offers will be continuously reposted automatically.

This information will be used by the Registered Shipper at an Eligible DMC to place the DSR Offer(s) onto the OCM.

Section 8. The DSR Offer Price

- 8.1. The DSR Offer price will be a p/kWh per Gas Day conforming to OCM Market Rules.
- 8.2. The derivation of the DSR Offer price will be agreed as part of the DSR Service Contract and may include; [the Customer determined price for Value of Lost Load (VoLL) p/kWh, the gas price supplied by the Shipper (p/kWh) and any allowance for the Shipper levied Service fee].
- 8.3. Where levied by the Registered Shipper as part of the DSR Service Contract then the DSR Service Fee will form part of the DSR Offer price.
- 8.4. Accepted DSR Offers will be treated as Market Balancing Actions (MBA) and as such all accepted DSR Offer prices will feed into the System Average Price (SAP) and System Marginal buy Price (SMPb) calculation for the relevant gas day in accordance with existing arrangements for other MBAs.
- 8.5. Payment for the accepted DSR Offer will be paid within the same timescales prescribed for all other MBAs, and in accordance with the UNC TPD Section S;
- 8.6. The Shipper will agree to pay the End User the contractually agreed DSR payment for an accepted DSR Offer, less the contractually agreed costs associated with the gas procured by the Shipper and subsequently sold to NG NTS. [Providing the End User can demonstrate that it has acted in accordance with the terms of the curtailment requirements defined within the DSR Methodology and the DSR Service Contract.]

Section 9. Posting DSR Offers

- 9.1. The minimum DSR Offer volume that may be placed on the OCM- [Locational] platform, in respect of any DSR Offer, is 100,000 kWhs.
- 9.2. In respect of a DSR Offer submitted through the Gas Day on a 'Tick Down' option, once the DSR Offer reduces below the minimum quantity the DSR Offer will be withdrawn from the

market for the relevant Gas Day, this is due to the DSR Offer falling below the minimum bid criteria and will not be valid.

- 9.3. DSR Offer(s) will be for a specified offtake reduction volume (kWhs) at an Eligible DMC and in the form specified by the DSR Methodology. Each DSR Offer(s) will relate to one individual volume of reduced offtake (a tranche); for each Eligible DMC the total volume of offtake reduction of all DSR Offers shall not exceed the prevailing Supply Point nominated offtake quantity, as set out in the prevailing Gas Flow Nomination, submitted by the relevant Shipper, for the Eligible DMC, for the relevant Gas day.
- 9.4. A DSR Offer may be posted on to the [Locational] platform of the OCM at any point in time up to the declaration of GDE stage 2 for the Gas day, but will only be able to be accepted during the DSR Period.
- 9.5. In accordance with the specifications set out in paragraph [7.5] 'DSR Offer Notice'; In respect of each DSR Offer that is posted onto the OCM [Locational] platform, the relevant End User will determine and agree the offer details in the relevant DSR Offer Notice and will comply with the DSR Methodology and the OCM market rules.

Section 10. DSR Offer Acceptance arrangements process

- 10.1. Where a GDW has been declared National Grid NTS may accept DSR offers on the OCM [Locational] platform for each day up to the day that the GDW is revoked, or the Gas Day that GDE Stage 1 has ended .
- 10.2. Following the declaration of a GDE Stage 2 National Grid NTS will not be required to accept any further DSR Offers.
- 10.3. where Declaration of a GDE Stage 2 occurs within a Gas day all DSR Offers accepted whilst in GDE stage 1 will apply.
- 10.4. All available DSR Offers will be displayed in a price order of Offers consistent with all other OCM markets.
- 10.5. National Grid NTS will accept lowest priced offers first in stack order, making an assessment across the OCM Title, Physical, Locational Markets.
- 10.6. Where National Grid NTS accepts a DSR Offer the Shipper will be notified through existing OCM notification processes.

Section 11. Exercising the accepted DSR Offers process

- 11.1. Daily Product
- 11.2. Where National Grid NTS accepts the DSR Offer;

- 11.2.1. The relevant Shipper will notify the relevant End User of the requirement to reduce their gas offtake for the Gas Day by the volume specified; at the specified site; within the timescales; and arrangements prescribed in the relevant DSR Offer Notice.
- 11.2.2. As with all Locational Market Offers accepted on the OCM, the Shipper will notify National Grid NTS of the intent to reduce offtake at the Eligible DMC by submitting a re-nomination at the Eligible DMC Supply Meter Point, as prescribe in UNC Section D2.3 Contract Renominations.

Section 12. Treatment of accepted Offers when entering into a GDE Stage 2

- 12.1. Where National Grid NTS has already accepted a DSR Offer for a Day on which National Grid NTS subsequently declares a GDE Stage 2:
 - 12.1.1. the accepted DSR Offer will be exercised for each day following the Day the offer was accepted until countermanding instructions are issued by National Grid NTS i.e. instruction from National Grid NTS during the restoration stage of the GDE.

12.1.2. Payment arrangements:

- a In respect of the Day, or Multiday, that the DSR Offer contract duration was accepted for, payment will be made in accordance with the accepted DSR Offer price;
- b For subsequent days during GDE stage 2; payment at 30 day average SAP for the accepted DSR volume will made up to the point that the relevant site has been instructed to Firm Load Shed, by National Grid NTS or the relevant Transporter;
- c Where the Eligible DMC is Firm Load Shed the prevailing DSR payment arrangements will apply in accordance with SCR SoS legal text 11.a & 11.b];
- d In the event that the accepted Multiday Offer contract duration runs beyond FLS; the payment will continue to be paid in accordance with the agreed DSR Offer price until the contract duration is extinguished.
- e In respect of 11.a & 11.b the Gas SCR SoS legal text section 6.4 'DSR Payments' prescribes a DSR payment, for each day of curtailment, of 30 Day Average SAP (price set from the Day prior to entering Stage 2) multiplied by the Volume that was Firm Load Shed.
- 12.2. As the DSR is exercised through an OCM trade, once the DSR service has been exercised, the 'delivering' End User will be entitled to receive the relevant DSR payment until the end of the contracted duration on which the DSR Offer was accepted, irrespective of any countermand instruction from National Grid NTS that the GDW for the relevant Gas Day has been repealed.

Section 13. Payment and Settlement Arrangements

- 13.1. All accepted DSR Offers will be regarded as Market Balancing Actions (MBA) taken by National Grid NTS. Settlement of such Offers will be undertaken in accordance with normal Market Balancing Actions arrangements. These payments will be settled with the relevant Shipper; and the Shipper will be obligated to settle payment with the relevant End User within [X days] of receipt payment.
- 13.2. The relevant Shipper will agree to pay the relevant End User the contractually agreed DSR payment for an accepted DSR Offer, less the contractually agreed costs associated with the gas procured by the Shipper and subsequently sold via the Locational Market. [Providing the End User can demonstrate that it has acted in accordance with the terms of the curtailment requirements defined within the DSR Methodology and the DSR Service Contract Agreement.]
- 13.3. [Where National Grid NTS accepts a DSR Offer for a Day for which it later declares a GDE Stage 2; the offer acceptance shall continue to be exercised throughout GDE Stage 2 and higher emergency stages. Payments associated with accepted DSR offer volumes will be settled as follows:
 - a For each relevant Day after the declaration of GDE stage 2, all settlement of DSR Offer volumes accepted prior to the declaration of entry into GDE stage 2, will NOT be executed within the settlement timescales prescribed for Market Balancing Action settlement arrangements. These DSR Offer payments will be settled in accordance with the Gas SCR SoS legal text section 6.4 'DSR Payments', and will be settled with the same timescales and under the funding arrangements provided for DSR Payments relating to Firm Load Shedding (FLS) (Involuntary DSR)].
 - b [Accepted DSR Offers will receive DSR Payment, at the offer price multiplied by the volume accepted in the DSR Mechanism, for each Day the site is curtailed, up to the day on which the site is subject to Firm Load Shed. A Firm Load Shed site will receive DSR Payments, for the total volume of interrupted load (including both voluntary and involuntary DSR) in accordance with the DSR settlement arrangements prescribed in [the Gas SCR SoS legal text section 6.4 'DSR Payments'.]

Section 14. Liability Arrangements

14.1. [When submitting the DSR Offer onto the OCM – [[Locational] platform the Shipper warrants that the DSR Offer accurately reflects the details agreed in the relevant DSR Offer Notice. [The Shipper will be solely responsible and liable for any error or omission in the DSR Offer, when registering onto the OCM [Locational] platform; these liabilities will manifest themselves as cash-out cost and Physical Re-nomination Incentive (PRI) charges.]

14.2. [Where the amount of gas offtaken for a relevant Gas Day at the relevant Eligible DMC is not less than or equal to the re-nomination submitted by the Shipper, in response to the acceptance of a DSR Offer, then the Shipper is potentially exposed to a cash-out shortfall quantity, and the End User has therefore not met its trade requirements. In this instance the Shipper will be entitled to claim liabilities for the cost it has incurred from the relevant End User. The calculation of the cost and liability arrangements will be agreed as part of the DSR Service Contract Agreement.]

Section 15. The UNC Provisions

In respect of the DSR Methodology the UNC will include the following provisions:

- 15.1. That where the relevant Shipper enters into a DSR Services Contract, with the End User (either directly or through the relevant Supplier) it must do so on terms consistent with the DSR Methodology; and
- 15.2. The timescales for payment and settlement of DSR Offers, by Shippers, to End User will be in accordance with the DSR Methodology.

