

# Short Term Operating Reserve (STOR) Service Terms

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**Version:** 1.0

**Effective From** \_\_\_/\_\_\_/2020

**Date Published:** \_\_\_/\_\_\_/2020

**Website:** <https://www.nationalgrideso.com>

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## 1. Introduction

- 1.1. These **STOR Service Terms** shall apply to each **Service Provider** and **STOR Unit** where, in accordance with the **STOR Auction Rules**, and for any **STOR Service Day**, the **Service Provider's STOR Bid(s)** for that **STOR Unit** is/are accepted by **NGESO** so as to form a **STOR Contract**.
- 1.2. These **STOR Service Terms** shall also apply to any **Service Provider** who wishes to submit **Optional Availability Declarations** with respect to a **Non-Contracted STOR Unit** which is not **BM Participating**, the utilisation of which by **NGESO** will also form a **STOR Contract**.
- 1.3. Each **STOR Contract** shall create a legally binding obligation on the **Service Provider** to provide from the relevant **STOR Unit**, and for **NGESO** to pay for, **STOR** to be delivered during a combination of **STOR Windows** in a single **STOR Service Day** upon the terms of these **STOR Service Terms**.
- 1.4. For the avoidance of doubt:-
  - (a) except as otherwise provided in these **STOR Service Terms**, neither a **Service Provider** nor **NGESO** shall be under any obligation or commitment to respectively provide or pay for **STOR** except pursuant to a **STOR Contract** formed in respect of that **STOR Unit** for that **STOR Service Day**; and
  - (b) **Service Providers** with **Non-Contracted STOR Units** which are **BM Participating** may contribute to **NGESO's** requirement for **STOR** in a similar way to submission of **Optional Availability Declarations** by participating in the **Balancing Mechanism**, which shall not involve the formation of **STOR Contracts**.
- 1.5. Neither **Party** may terminate a **STOR Contract** once formed except as provided or referred to in paragraph 18 or by agreement in writing between the **Parties**.

## 2. Changes to these STOR Service Terms

- 2.1 Subject always to sub-paragraph 2.2, **NGESO** may update these **STOR Service Terms** from time to time by publication of an updated version on its website, and each such updated version shall be effective from the date shown on its front cover provided always that any updated version shall not apply to any **STOR Contract** extant at the date of publication except with the consent in writing of the relevant **Service Provider**.
- 2.2 To the extent required by the **Electricity Balancing Guidelines** (and by reference to those provisions of the **STOR Procurement Documents** constituting terms and conditions approved by the **Authority** as the terms and conditions related to balancing pursuant to Article 18 of the **Electricity Balancing Guidelines**), any variation to these **STOR Service Terms** will be proposed and implemented in accordance with the applicable requirements in the **Electricity Balancing Guidelines**.

## 3. STOR General Terms and Conditions and STOR Glossary of Terms and Rules of Interpretation

- 3.1 These **STOR Service Terms** are subject to the prevailing **STOR General Terms and Conditions** published by **NGESO** alongside these **STOR Service Terms**.
- 3.2 Unless the context otherwise requires, any capitalised term used in these **STOR Service Terms** shall have the meaning given to it (if any) in the prevailing **STOR Glossary of Terms and Rules of Interpretation**, and the rules of interpretation set out in that document shall also apply.
- 3.3 For the purposes of sub-paragraphs 3.1 and 3.2, with respect to any **STOR Contract**, "prevailing" shall mean the latest version of the applicable document which is in effect at the time of formation of that **STOR Contract**.

## 4. Service Availability - Committed Windows (Mandatory Availability Declarations - Contracted STOR Units only)

- 4.1 This paragraph 4 applies only to **STOR Units** in respect of which, for a **STOR Service Day**, **NGESO** has accepted a **STOR Bid** so as to render that **STOR Unit**, for that **STOR Service Day**, a **Contracted STOR Unit**.

*Non-BM Participating*

- 4.2 With respect to any **Contracted STOR Unit** which is not **BM Participating**, **NGESO** may utilise **STOR** made available by the **Service Provider** during **STOR Committed Windows** (and associated **Pre-Window Instruction Periods** and **Post-Window Ramping Periods**) by the issue of one or more **Instructions**.
- 4.3 To facilitate the issue by **NGESO** of an **Instruction** in respect of a **STOR Committed Window**, and subject always to paragraph 4.8, the **Service Provider** shall confirm the technical and commercial parameters comprising its **STOR Contract** by submitting to **NGESO**, in respect of the relevant **Contracted STOR Unit** and so as to constitute a **Mandatory Availability Declaration**, by no later than ninety (90) minutes prior to the start of that **STOR Committed Window**, a **Non-BM Data Submission** specifying, for that **STOR Committed Window**:-
- (a) the **STOR Unit ID**;
  - (b) the **Contracted MW** (which for the avoidance of doubt shall be taken from the relevant **STOR Bid** (or the accepted portion if **Curtailed**); and
  - (c) a single **Energy Utilisation Price** (which for the avoidance of doubt shall apply throughout that **Committed Window** (and its associated **Pre-Window Ramping Period** and **Post-Window Ramping Period**) but need not be the same as that specified for other **STOR Windows** in that **STOR Service Day**).
- 4.4 In the event that the **Service Provider** has failed, in respect of any **STOR Committed Window**, to submit a **Mandatory Availability Declaration** by way of a compliant **Non-BM Data Submission** for the relevant **Contracted STOR Unit** in accordance with sub-paragraph 4.3, then paragraph 9 (**Events of Default and Consequences**) shall apply unless the failure is in respect of:-
- (a) a **Settlement Period** contained in a **Recovery Period**; and/or
  - (b) a **STOR Committed Window** to which sub-paragraph 7.8 applies.

***BM Participating***

- 4.5 With respect to any **Contracted STOR Unit** which is **BM Participating**, **NGESO** may utilise **STOR** made available by the **Service Provider** during **STOR Committed Windows** by the issue of one or more **Bid-Offer Acceptances** in accordance with the **Grid Code**.
- 4.6 To facilitate the issue by **NGESO** of a **Bid-Offer Acceptance** in respect of a **STOR Committed Window**, and subject always to sub-paragraph 4.8, the **Service Provider** shall submit (or resubmit in accordance with sub-paragraph 4.11) to **NGESO** in accordance with the **Grid Code**, in respect of the relevant **Contracted STOR Unit** and so as to constitute a **Mandatory Availability Declaration**, by no later than **Gate Closure** for the first **Settlement Period** in the **Pre-Instruction Window** for that **STOR Committed Window**, **BM Unit Data** comprising:
- (a) for the duration of the **Pre-Window Instruction Period** and **STOR Committed Window**:-
    - (i) a **Physical Notification** as at **Gate Closure** of less than or equal to zero (0) MW;
    - (ii) a **Maximum Export Limit** of no less than the **Contracted MW**; and
    - (iii) a **Stable Export Limit** of no greater than the lesser of the **Maximum Export Limit** and **Contracted MW**,  
 reflecting a physical position sufficient to enable submission of **Bid-Offer Data** in accordance with paragraph (b) below;
  - (b) in respect of each **Settlement Period** comprised in the **Pre-Window Ramping Period**, **STOR Committed Window** and **Post-Window Ramping Period**, **Bid-Offer Data** comprising a **Bid-Offer Pair No 1** with a MW range from 0 MW to a MW level greater than or equal to the **Contracted MW**; and

- (c) for the duration of the **Pre-Window Instruction Period**, **STOR Committed Window** and **Post-Window Ramping Period**, associated **Dynamic Parameters** and other relevant **BM Unit Data** consistent with the **Technical Parameters**.

4.7 In the event that the **Service Provider** has failed, in respect of any **Settlement Period** contained in a **STOR Committed Window** and/or associated **Pre-Window Instruction Period** (including the **Pre-Window Ramping Period**) and/or associated **Post-Window Ramping Period**, to submit a **Mandatory Availability Declaration** by way of **BM Unit Data** for the relevant **Contracted STOR Unit** in accordance with sub-paragraph 4.6, then paragraph 9 (Events of Default and Consequences) shall apply unless the failure is in respect of:-

- (a) a **Settlement Period** contained in a **Recovery Period**; and/or
- (b) a **STOR Committed Window** to which sub-paragraph 8.6(b) applies.

*Technical unavailability - redeclarations*

4.8 Where the **Service Provider** becomes aware of changes in the technical capabilities of a **Contracted STOR Unit** rendering it unable to deliver **STOR** in a **STOR Committed Window** in accordance with its **STOR Contract**, then it shall promptly withdraw its **Mandatory Availability Declaration** (regardless of whether the applicable deadline in sub-paragraph 4.3 or 4.6 (as the case may be) has passed) by way of either (as applicable):-

- (a) submission or resubmission of a **Non-BM Data Submission** indicating such unavailability, or
  - (b) an appropriate resubmission of its **Maximum Export Limit** in accordance with the **Grid Code**,
- and in either case **STOR** shall be deemed unavailable from that **Contracted STOR Unit** with effect from the time of such notification (or from the time of commencement of such inability to deliver **STOR** if different)) and until expiry of that **STOR Committed Window** or (if earlier) until availability is restored as notified by the **Service Provider** pursuant to sub-paragraph 4.9.

4.9 If following any notification of unavailability of **STOR** in a **STOR Committed Window** pursuant to sub-paragraph 4.8 and prior to expiry of that **Committed STOR Window** the **Service Provider** becomes aware of restoration of the ability of the **Contracted STOR Unit** to deliver **STOR**, then it shall promptly resubmit its **Mandatory Availability Declaration** by way of either (as applicable):-

- (a) resubmission of a **Non-BM Data Submission** indicating such restoration of availability, or
- (b) an appropriate resubmission of its **Maximum Export Limit** in accordance with the **Grid Code**,

and in either case **STOR** shall be deemed available from that **Contracted STOR Unit** with effect from the later of the time of such notification and any time of restoration as may be indicated by the **Service Provider**, and (subject always to sub-paragraph 4.8) until the expiry of that **Committed STOR Window**, provided always that notwithstanding such resumption of availability there shall be no accrual of **Reserve Availability Payments** with respect to that **STOR Committed Window** (or the remaining part thereof) where the **Mandatory Availability Declaration** is resubmitted after the applicable deadline in sub-paragraph 4.3 or 4.6 (as the case may be).

4.10 Each withdrawal by the **Service Provider** of a **Mandatory Availability Declaration** pursuant to sub-paragraph 4.8 shall, upon request by **NGESO** and as soon as reasonably practicable thereafter be followed by an explanation in reasonable detail of the reasons for such unavailability.

*Mandatory Bids - miscellaneous*

4.11 For the avoidance of doubt, a **Non-BM Data Submission** submitted by a **Service Provider** prior to formation of a **STOR Contract** shall be deemed to be validly submitted as a **Mandatory Availability Declaration** for the purposes of this paragraph 4 provided that, in the event of any discrepancy between the contents of an accepted **STOR Bid** and the prevailing **Non-BM Data Submission**, it is promptly resubmitted in accordance with sub-paragraph 4.3 whereupon it shall supersede and replace the previously submitted **Non-BM Data Submission**.

- 4.12 Notwithstanding the requirement in sub-paragraphs 4.3, 4.6 and 4.11 to do so by no later than the time specified therein, the **Service Provider** agrees to use all reasonable endeavours to submit (or resubmit) each **Non-BM Data Submission** or **BM Unit Data** (as the case may be) by no later than 11.00 hours prior to commencement of the **STOR Service Day** in question, but for the avoidance of doubt failure to do so shall not constitute an **Event of Default**.
- 4.13 Paragraph 9 (Events of Default and Consequences) shall apply in respect of:-
- (a) any failure by the **Service Provider** to withdraw or resubmit its **Mandatory Availability Declaration** pursuant to sub-paragraphs 4.8 or 4.9; or
  - (b) any withdrawal of a **Mandatory Availability Declaration** taking place after the applicable deadline in sub-paragraph 4.3, 4.6 or 4.11 (as the case may be) has passed; or
  - (c) any invalid withdrawal of a **Mandatory Availability Declaration** pursuant to sub-paragraph 4.8, which shall mean a withdrawal which is, in **NGESO's** reasonable opinion:-
    - (i) unrelated to changes in the technical capabilities of a **Contracted STOR Unit**; or
    - (ii) related to the technical capabilities of a **Contracted Unit** resulting from an event or circumstance within the reasonable control of the **Service Provider**; or
  - (d) any failure to provide an explanation in the circumstances set out and in accordance with sub-paragraph 4.10.
- 4.14 No costs or expenses incurred by **Service Providers** in the course of preparing and/or submitting **Mandatory Availability Declarations** shall be paid by **NGESO**.
- STOR Contract Transfers*
- 4.15 Upon service of any valid **Transfer Notice** pursuant to paragraph 20, and in relation only to the relevant **Transfer Period**, the provisions of this paragraph 4 shall be varied as between **NGESO** and the **Primary Service Provider** in the manner set out in sub-paragraph 20.13.
- 5. Service Availability – Optional Availability Declarations (Non-BM Participating only)**
- 5.1 This paragraph 5 applies only to **STOR Units** which are not **BM Participating** and:-
- (a) to all **STOR Optional Windows** and/or one or more **STOR Committed Window(s)** in a single **STOR Service Day** in relation to any **STOR Unit** in respect of which, for that **STOR Service Day**, **NGESO** has not accepted a **STOR Bid**; and
  - (b) to all **STOR Optional Windows** in a single **STOR Service Day** in relation to any **Contracted STOR Unit** in respect of which **NGESO** has accepted a **STOR Bid** for that **STOR Service Day**.
- 5.2 With respect to any **STOR Unit** which is not **BM Participating**, a **Service Provider** may submit an **Optional Availability Declaration** in the form of a **Non-BM Data Submission** meeting the requirements of sub-paragraph 5.5, which **NGESO** may utilise by the issue of an **Instruction**.
- 5.3 For the avoidance of doubt:-
- (a) an **Optional Availability Declaration** may not be submitted by a **Service Provider** in relation to any **STOR Committed Window** where the **STOR Unit** is a **Contracted STOR Unit** for the relevant **STOR Service Day**; and
  - (b) where the **Service Provider** is submitting a **Mandatory Availability Declaration** pursuant to paragraph 4, any **Optional Availability Declaration** may be submitted simultaneously with the **Mandatory Availability Declaration** using a single **Non-BM Data Submission**.
- 5.4 Further for the avoidance of doubt, the submission by a **Reserve Provider** of an **Optional Availability Declaration** shall not of itself constitute a **STOR Contract** or otherwise create any legally binding rights and



obligations as between the **Parties** for the provision of **STOR** by the **Service Provider** from the relevant **STOR Unit**.

5.5 Each **Non-BM Data Submission** comprising an **Optional Availability Declaration** shall specify:

- (a) the **STOR Unit ID**;
- (b) an **Optional MW**, which must be the same value for all **STOR Optional Windows** in a **STOR Service Day**; and
- (c) an **Energy Utilisation Price**, which:-
  - (i) must be the same value of a single **STOR Window**;
  - (ii) need not be the same as that specified for other **STOR Windows** in that **STOR Service Day**; and
  - (iii) may be updated by the **Service Provider** in respect of any **STOR Window** by way of a resubmitted **Non-BM Data Submission** no later than ninety (90) minutes prior to commencement of that **STOR Window**.

5.6 Each such **Non-BM Data Submission** shall be submitted by the **Service Provider** to **NGESO**:-

- (a) in the case of sub-paragraph 5.1(a) (where the **STOR Unit** is not a **Contracted STOR Unit** for the relevant **STOR Service Day**), by no later than either:-
  - (i) midnight prior to commencement of the **STOR Service Day** where the **Optional Bid** includes all of the **STOR Optional Windows**, or
  - (ii) ninety (90) minutes prior to the start of the relevant **Committed Window** where the **Optional Bid** does not include any **Optional Windows**; or
- (b) in the case of sub-paragraph 5.1(b) (where the **STOR Unit** is a **Contracted STOR Unit** for the relevant **STOR Service Day**), by no later than midnight prior to commencement of the **STOR Service Day** where the **Optional Bid** comprises all of the **STOR Optional Windows**,

5.7 Where with respect to any **STOR Window** the **Service Provider** wishes to revise its **Optional Availability Declaration**, it shall do so by submitting a replacement **Non-BM Data Submission** in accordance with sub-paragraph 5.5, and by no later than the latest time for submission specified in sub-paragraph 5.6, save that a **Service Provider** may submit a revised **Non-BM Data Submission** after such time if and to the extent that it is to update its **Energy Utilisation Price(s)** in accordance with sub-paragraph 5.5(c)(iii). Any such replacement **Non-BM Data Submission** shall supersede and replace all previously submitted **Non-BM Data Submissions**.

5.8 Where the **Service Provider** becomes aware of changes in the technical capabilities of a **STOR Unit** rendering it unable to deliver **STOR** in accordance with any **Optional Availability Declaration**, then it shall promptly notify **NGESO** of unavailability of **STOR** from the relevant **STOR Unit** by way of resubmission of the **Non-BM Data Submission** indicating such unavailability (regardless of whether the latest time for submission specified in sub-paragraph 5.6 has passed), and **STOR** shall be deemed unavailable from that **STOR Unit** with effect from the time of such notification unless and until the **Service Provider** subsequently submits a **Non-BM Data Submission** by way of a **Mandatory Availability Declaration** or **Optional Availability Declaration**.

5.9 Paragraph 9 (Events of Default and Consequences) shall apply in respect of any failure by the **Service Provider** to serve notice pursuant to sub-paragraph 5.8.

5.10 No costs or expenses incurred by **Service Providers** in the course of preparing and/or submitting **Optional Availability Declarations** shall be paid by **NGESO**.

- 5.11 Where, in respect of any **STOR Window**, any of the contents of a **Non-BM Data Submission** for an **Optional Availability Declaration** conflicts with those for a **Mandatory Availability Declaration**, the latter shall prevail.
- 5.12 By submitting an **Optional Availability Declaration**, each **Service Provider** hereby warrants and undertakes to **NGESO** that it has neither fixed nor adjusted its prices or any of them under or in accordance with any agreement or arrangement with any other person, and that it has neither communicated to a person (other than its professional advisers) the amount or approximate amount of its prices (other than in confidence in order to obtain quotations necessary for insurance purposes) nor entered into any agreement or arrangement with any other person to restrain that other person from submitting or to fix or adjust the prices or any of them to be submitted by that other person, and each **Service Provider** indemnifies **NGESO** from and against any losses, liabilities, claims, expenses and demands which **NGESO** might suffer as a result of the **Service Provider** being in breach of the warranty and undertaking set out in this sub-paragraph 0.
- 5.13 **Service Providers** with **STOR Units** which are **BM Participating** may contribute to **NGESO**'s requirement for **STOR** in a similar way to submission of **Optional Availability Declarations** by participating in the **Balancing Mechanism**, which shall not involve the formation of **STOR Contracts**.

## 6. Service Instruction

### *Non-BM Participating*

- 6.1 With respect to any **STOR Unit** which is not **BM Participating**, and except to the extent the **STOR Unit** is deemed to be unavailable to deliver **STOR** pursuant to paragraph 4, **NGESO** may in any:-
- (a) **STOR Committed Window**;
  - (b) **STOR Optional Window**; or
  - (c) **Pre-Window Instruction Period**,
- serve the **Service Provider** with a notice (an "**Instruction**") requiring the **Service Provider** to provide **STOR** from that **STOR Unit**.
- 6.2 Within two (2) minutes of receipt of any **Instruction** the **Service Provider** shall notify **NGESO** of its acceptance or rejection, and an **Instruction** shall be deemed rejected if no such notification is received by **NGESO** by such time. The **Service Provider** may only reject an **Instruction** for safety reasons or reasons relating to the technical capability of the **STOR Unit** or where the **Instruction** is issued in a **Recovery Period**.
- 6.3 **NGESO** may instruct the **Service Provider** to cease the provision of **STOR** from a **STOR Unit** (a "**Cease Instruction**") with effect from any time on or after expiry of the **Minimum Utilisation Period**.
- 6.4 The **Service Provider** shall acknowledge receipt of any instruction given by **NGESO** pursuant to sub-paragraph 6.3 within two (2) minutes of receipt.
- 6.5 Paragraph 9 (Events of Default and Consequences) shall apply in respect of any failure by the **Service Provider** to comply with sub-paragraphs 6.2 or 6.4.

### *BM Participating*

- 6.6 **Service Providers** with **STOR Units** which are **BM Participating** shall be instructed to provide **STOR** in **STOR Committed Windows** by way of **Bid-Offer Acceptances** which may be issued by **NGESO** in accordance with the **Grid Code**.

### *STOR Contract Transfers*

- 6.7 Upon service of any valid **Transfer Notice** pursuant to paragraph 20, and in relation only to the relevant **Transfer Period**, the provisions of this paragraph 6 shall be varied as between **NGESO** and the **Primary Service Provider** in the manner set out in sub-paragraph 20.13.

## 7. Service Delivery – Non-BM Participating only

- 7.1 This paragraph 7 applies only to **STOR Units** which are not **BM Participating**.



- 7.2 Throughout each **STOR Committed Window** and/or **STOR Optional Window** (as the case may be) in any **STOR Service Day**, and except to the extent the **STOR Unit** is deemed to be unavailable to deliver **STOR** pursuant to paragraph 4, the **Service Provider** shall procure the delivery of **STOR** in accordance with this paragraph 7.
- 7.3 On receipt of an **Instruction** in respect of a **STOR Unit**, the **Service Provider** shall, commencing on or before the expiry of the **Response Time**, provide **Reserve** from that **STOR Unit** continuously until the earlier of:-
- (a) the expiry of the **Maximum Utilisation Period**;
  - (b) the time specified by **NGESO** in the **Instruction**;
  - (c) where pursuant to a **Mandatory Availability Declaration**, the end of the relevant **STOR Committed Window**, unless immediately followed by a **STOR Optional Window** in respect of which the **Optional MW** is greater than or equal to the **Contracted MW**;
  - (d) where pursuant to an **Optional Availability Declaration**, the end of the relevant **STOR Optional Window** unless immediately followed by a **STOR Committed Window** where the **Contracted MW** is greater than or equal to the **Optional MW**.
- 7.4 In the circumstances specified in sub-paragraphs 7.3(c) and (d), the **Service Provider** shall continue to deliver **Reserve** at the instructed level.
- 7.5 Paragraph 9 (**Events of Default and Consequences**) shall apply in respect of any failure by the **Reserve Provider** to comply with sub-paragraph 7.4.
- 7.6 In the event that, in respect of any such **STOR Unit**:-
- (a) the **Service Provider** fails to provide **Reserve** of a level at least ninety-five (95)% of the **Contracted MW** or **Optional MW** (as the case may be) measured at the minute in which the **Response Time** expires;
  - (b) the volume in **MWh** of **Reserve** provided by the **Service Provider** following receipt of an **Instruction** is less than ninety-five (95)% of the **Contracted MW** or **Optional MW** (as the case may be) multiplied by the number of hours (including parts thereof) comprised in the period from the expiry of the **Response Time** until the first to occur of the times described in sub-paragraph 7.3;
  - (c) the **Service Provider** fails to provide **Reserve** continuously at a level of at least ninety-five (95)% of the **Contracted MW** or **Optional MW** (as the case may be) until the first to occur of the times described in sub-paragraph 7.3; or
  - (d) an **Instruction** is rejected (or deemed rejected) by the **Service Provider** (whether for reasons of safety or reasons relating to the technical capability of that **STOR Unit**), except where the **Instruction** is issued in a **Recovery Period** or in a **STOR Committed Window** to which sub-paragraph 7.8 applies,
- paragraph 9 (**Events of Default and Consequences**) shall apply.
- 7.7 If in respect of a **STOR Unit** and any **Settlement Period** contained in a **Pre-Window Instruction Period** or **STOR Committed Window**, **Active Power** is provided or the average **Demand** is less than the **Contracted MW** otherwise than pursuant to an **Instruction**, then paragraph 9 (**Events of Default and Consequences**) shall apply (and for the avoidance of doubt provision of **Active Power** or reduction of **Demand** in excess of the **Contracted MW** shall not be construed as an **Event of Default**).
- Recovery Periods*
- 7.8 In the case where the **Recovery Period** following the provision of **STOR** by a **STOR Unit** overlaps with the **Pre-Window Instruction Period** for a subsequent **STOR Committed Window**, then **STOR** shall be deemed to be unavailable from that **Contracted STOR Unit** in respect of all **Settlement Periods** comprised in that subsequent **STOR Committed Window**, and no **Reserve Availability Payment** shall fall due in respect of that subsequent **STOR Committed Window**.

- 7.9 Where sub-paragraph 7.8 applies in respect of a **Contracted STOR Unit** and a **STOR Committed Window** and **NGESO** issues an **Instruction** in that **STOR Committed Window** which is not subsequently rejected (or deemed rejected) by the **Service Provider** in accordance with sub-paragraph 6.2, then a **Reserve Utilisation Payment** shall fall due where applicable pursuant to paragraph 11.

#### *STOR Contract Transfers*

- 7.10 Upon service of any valid **Transfer Notice** pursuant to paragraph 20, and in relation only to the relevant **Transfer Period**, the provisions of this paragraph 7 shall be varied as between **NGESO** and the **Primary Service Provider** in the manner set out in sub-paragraph 20.13.

### 8. Service Delivery – BM Participating only

- 8.1 This paragraph 8 applies only to those **STOR Units** which are **BM Participating** and in respect of which, for a **STOR Service Day**, **NGESO** has accepted a **STOR Bid** so as to render that **STOR Unit**, for that **STOR Service Day**, a **Contracted STOR Unit**.
- 8.2 The **Service Provider** shall, commencing on or before the expiry of the **Response Time**, provide **Reserve** from a **Contracted STOR Unit** in a **STOR Committed Window** in accordance with **Bid-Offer Acceptance(s)** issued by **NGESO** continuously until the earlier of:-

- (a) the expiry of the **Maximum Utilisation Period**;
- (b) the time implied in the **Bid-Offer Acceptance(s)** issued by **NGESO** in respect of that **Contracted STOR Unit**; and
- (c) the end of the relevant **STOR Committed Window**, provided that no such obligation shall arise in respect of any **Bid-Offer Acceptance** rejected by the **Service Provider** pursuant to **Grid Code BC2.7.3**.

#### *Events of Default*

- 8.3 In the event that, in respect of any **Contracted STOR Unit**:-
- (a) the **Service Provider** fails to provide **Reserve** at a level at least ninety-five (95)% of the volume in MWh of energy instructed to be delivered in accordance with the relevant **Bid-Offer Acceptance** in the **Settlement Period** in which the **Response Time** ends;
  - (b) the volume in MWh of **Reserve** provided by the **Service Provider** in accordance with one or a series of contiguous **Bid-Offer Acceptance(s)** issued in accordance with sub-paragraph 4.4 is less than ninety-five (95)% of the volume in MWh of energy instructed to be delivered in accordance with such **Bid-Offer Acceptance(s)**;
  - (c) the **Service Provider** fails to provide **Reserve** continuously at a level of at least ninety-five (95)% of the **Contracted MW** until the first to occur of the times described in sub-paragraphs 8.2(a), (b) and (c); or
  - (d) a **Bid-Offer Acceptance** is rejected by the **Service Provider** (other than in accordance with **Grid Code BC2.7.3(b)** and whether for reasons of safety or otherwise),
- paragraph 9 (**Events of Default and Consequences**) shall apply in respect of any such failure.

- 8.4 In the event that **STOR** has been declared or redeclared (or deemed) unavailable from a **Contracted STOR Unit** and the **Service Provider** submits, in respect of that **Contracted STOR Unit**, a **Physical Notification** of greater than zero (0) MW in respect of any **Settlement Period** contained within any affected **STOR Committed Window** and/or **Pre-Window Instruction Period**, then paragraph 9 (**Events of Default and Consequences**) shall apply.

- 8.5 In the event that, in respect of any **Settlement Period** contained in a **STOR Committed Window** and/or associated **Pre-Window Instruction Period**, the **Service Provider** exports **Active Power** to the **Total System** from a **Contracted STOR Unit** otherwise than pursuant to **Bid-Offer Acceptance(s)**, then paragraph 9 (**Events of Default and Consequences**) shall apply.

### Recovery Periods

8.6 In the case where the **Minimum Zero Time (Recovery Period)** following **Bid-Offer Acceptance** (whether for **STOR** or otherwise) overlaps with the **Pre-Window Instruction Period** for a subsequent **STOR Committed Window**, then:-

- (a) **STOR** shall be deemed to be unavailable from that **Contracted STOR Unit** in respect of all **Settlement Periods** comprised in that subsequent **STOR Committed Window**, and no **Reserve Availability Payment** shall fall due in respect of the **Settlement Periods** comprised in that subsequent **STOR Committed Window**; and
- (b) the **Reserve Provider** may, in relation to that **Contracted STOR Unit**, submit **BM Unit Data** in respect of any **Settlement Period** comprised in that subsequent **STOR Committed Window** and associated **Pre-Window Instruction Period** and **Post-Window Ramping Period** which is not in accordance with sub-paragraph 4.6.

### STOR Contract transfers

8.7 Upon service of any valid **Transfer Notice** pursuant to paragraph 20, and in relation only to the relevant **Transfer Period**, the provisions of this paragraph 8 shall be varied as between **NGESO** and the **Primary Service Provider** in the manner set out in sub-paragraph 20.13.

## 9. Events of Default

### Non-BM Participating

9.1 The **Events of Default** applicable to a **STOR Unit** which is not **BM Participating**, and respective consequences, are set out below (for the avoidance of doubt, relating to **Mandatory Availability Declarations** only):

Event of Default	Sub-Paragraph	Fail Code	Consequences
<i>Availability</i>			
A. Failure to submit or resubmit a <b>Mandatory Availability Declaration</b> in a timely manner –	4.4	MBOD	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
B. Failure to submit or resubmit a <b>Mandatory Availability Declaration</b> with compliant content	4.4	IBOD	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
C. Failure to promptly withdraw or resubmit <b>Mandatory Availability Declaration</b> (non-capability)	4.13(a)	NOTF	Deemed unavailability (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
D. Late withdrawal of <b>Mandatory Availability Declaration</b> (non-capability)	4.13(b)	LATE	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of <b>STOR Committed Window</b> (where withdrawn prior to start of the <b>STOR Committed Window</b> ) or for the remaining affected part of the <b>STOR Committed Window</b> (where withdrawn during the <b>STOR Committed Window</b> )
E. Invalid withdrawal of <b>Mandatory Availability Declaration</b>	4.13(c)	NOTF	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
F. Failure to provide explanation for failure	4.13(d)	NOTF	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for

			entirety of affected <b>STOR Committed Window</b>
<i>Acknowledgments</i>			
G. Failure to acknowledge <b>Instruction</b> or case instruction	6.5	CEAS	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
H. Rejection (or deemed rejection)_ of <b>Instruction</b>	6.5	ACPT	Deemed unavailability for <b>STOR</b> (no <b>A Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
<i>Service delivery</i>			
I. Late delivery (after <b>Response Time</b> ) [ <i>ie delivery &lt; contract MW in the minute the <b>Response Time</b> expires</i> ]	7.6(a)	CRSP	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for <b>Settlement Periods</b> comprised (wholly or partly) in the period commencing on expiry of <b>Response Time</b> and ending at time when <b>STOR</b> is provided [NOTE: this will be evidenced by <i>Delivered MWh</i> >= 95% of <i>Expected MWh</i> for a subsequent <i>Settlement Period</i> .]
J. Volume shortfall [ <i>ie failure to deliver at least 95% of the expected MWh (excludes ramping periods)</i> ]	7.6(b)	CDEL	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) in respect of remainder of <b>STOR Committed Window</b> commencing at time when <b>Event of Default</b> occurred
K. Failure to maintain required level [ <i>ie at zero for a <b>Contracted Unit</b> that is assigned as a generator, and Demand MW &gt;= <b>Contracted MW</b> for a <b>Contracted Unit</b> that is assigned as a demand reducer. (In this context if the metering data goes up when <b>STOR</b> is delivered then the unit is assigned as a generator, if the metering goes down then the <b>Contracted Unit</b> is assigned as a Demand Reducer. Note: This will be determined at <b>Registration</b>).</i> ]	7.6(c)	IANU	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
L. Failure to comply with sub-paragraph 7.7 [ <i>ie If a <b>Service Provider</b> has declared unavailability of <b>STOR</b> from a <b>Contracted Site</b> for a <b>STOR Committed Window</b> and then the <b>Contracted Unit</b> subsequently generates</i> ]	7.7	GUNC	No additional consequence

within this <b>STOR Committed Window</b>			
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### BM Participating

9.2

The **Events of Default** applicable to a **STOR Unit** which is **BM Participating**, and respective consequences, are set out below (for the avoidance of doubt, relating to **Mandatory Availability Declarations** only):

Event of Default	Sub-Paragraph	Fail Code	Consequences
<i>Availability</i>			
A. Failure to submit or resubmit a <b>Mandatory Availability Declaration</b> in a timely manner	4.7	MBOD	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
B. Failure to submit or resubmit a <b>Mandatory Availability Declaration</b> with compliant <b>Bid-Offer Data</b> [ie where <b>Bid Offer Data</b> shows $\text{bid/offered MW} < \text{Contracted MW}$ ] for <b>Bid-Offer Pair No 1</b> ]	4.7	IBOD	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for each <b>Settlement Period</b> in which a failure occurs.  Note the <b>Reserve Availability Payment</b> for a <b>STOR Committed Window</b> cannot be reduced to less than zero by operation an <b>Event of Default</b> occurring in a <b>Pre-Window Instruction Period</b> or <b>Post-Window Ramping Period</b> .
C. Submission or resubmission of <b>Mandatory Availability Declaration</b> with missing data [ie missing <b>FPN data</b> for any <b>Settlement Period</b> comprised in the <b>Pre-Window Instruction Period</b> or <b>STOR Committed Window</b> ]	4.7	MFPN	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
D. Submission or resubmission of <b>Mandatory Availability Declaration</b> comprising <b>BM Unit Data</b> with non-compliant <b>Technical Parameters</b> (being <b>NDZ</b> and <b>Run Up and Run-Down Rates</b> )	4.7	RESP	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for each <b>Settlement Period</b> within the <b>STOR Committed Window</b> where it would not have been possible for the <b>Contracted Unit</b> to achieve its <b>Contracted MW</b> within the <b>Response Time</b> if the <b>Contracted Unit</b> had been instructed. This is measured at time (t) less the <b>Response Time</b> .
E. A failure to submit $\text{SEL} \leq \text{Min(MEL, Contracted MW)}$	4.7	ISEL	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for each <b>Settlement Period</b> within the <b>STOR Committed Window</b> where a failure identified. This is measured at time (t) less the <b>Response Time</b> .
F. Failure to submit Minimum Non Zero Time $\leq$ <b>Minimum Utilisation Period</b> (MNZT)	4.7	MIUT	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for each <b>Settlement Period</b> within the

			<b>STOR Committed Window</b> where a failure identified. This is measured at time (t) less the <b>Response Time</b> .
G. Failure to submit Minimum Zero Time $\leq$ MZT ( <b>Recovery Period</b> )	4.7	RECP	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for the affected <b>Settlement Period</b>
H. A failure to submit (NTO + <b>Contracted MW</b> /Average Run Down Rate Export) $\leq$ <b>Cease Time</b>	4.7	CITM	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for the affected <b>Settlement Period</b>
I. Failure to promptly withdraw or resubmit <b>Mandatory Availability Declaration</b> (non-capability)	4.13(a)	NOTF	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
J. Late withdrawal of <b>Mandatory Availability Declaration</b> (non-capability) [ie a redeclaration of availability (MEL) to less than <b>Contracted MW</b> after <b>Gate Closure</b> for the <b>Pre-Window Instruction Period</b> in relation to a <b>STOR Committed Window</b> ]	4.13(b)	LATE	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of <b>STOR Committed Window</b> (where withdrawn prior to start of the <b>STOR Committed Window</b> ) or for the remaining affected part of the <b>STOR Committed Window</b> (where withdrawn during the <b>STOR Committed Window</b> )
K. Invalid withdrawal of <b>Mandatory Availability Declaration</b>	4.13(c)	NOTF	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for affected <b>STOR Committed Window</b>
L. Failure to provide explanation for failure	4.13(d)	NOTF	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
M. Withdrawal of <b>Mandatory Availability Declaration</b> and non-zero PN [ie $FPN > 0$ for any <b>Settlement Period</b> comprised in the <b>Pre-Window Instruction Period</b> or <b>STOR Committed Window</b> ]	8.4	IFPN	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
N. Exports during STOR availability otherwise than pursuant to BOA	8.5	CUNC	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>
<i>Acknowledgements</i>			
<i>N/A</i>			
<i>Service Delivery</i>			
O. Late delivery (after <b>Response Time</b> expires)	8.3(a)	CRSP	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for <b>Settlement Periods</b> comprised (wholly or partly) in the period commencing on expiry of <b>Response</b>



			<b>Time</b> and ending at time when <b>STOR</b> is provided. This will be evidenced by Delivered MWh (QMij) >= 95% of Expected MWh (QMEij) for a subsequent <b>Settlement Period</b>
P. Volume shortfall <i>[ie failure to deliver at least 95% of the expected MWh (excludes ramping periods)]</i>	8.3(b) and/or (c)	CDEL	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) in respect of remainder of <b>STOR Committed Window</b> commencing at time when <b>Event of Default</b> occurred
Q. Rejection of <b>Bid Offer Acceptance</b>	8.3(d)	ACPT	Deemed unavailability for <b>STOR</b> (no <b>Reserve Availability Payment</b> ) for entirety of affected <b>STOR Committed Window</b>

9.3 In the event of any conflict or inconsistency between the description of an **Events of Default** in this paragraph 9 and any provision of these **STOR Service Terms** referred to herein establishing such **Event of Default**, the latter shall prevail.

#### 10. Reserve Availability Payments

10.1 In respect of each **STOR Contract** formed pursuant to the **STOR Auction Rules**, **NGESO** shall, in accordance with paragraph 12, pay to the **Service Provider** an amount (a "**Reserve Availability Payment**") calculated in accordance with the formulae in Schedule 1 to these **STOR Service Terms** and by reference to the applicable **Availability Price** for each relevant **STOR Service Day**.

10.2 No **Reserve Availability Payment** shall be made with respect to **STOR Optional Windows**.

10.3 No **Reserve Availability Payment** shall be made by **NGESO** to the **Service Provider** pursuant to this paragraph 10 in respect of any period or periods of unavailability or deemed unavailability pursuant to paragraph 4.

10.4 With respect to any **Transfer Period**, and for the avoidance of doubt:

- (a) for the purposes of this paragraph 10, the availability of **STOR** pursuant to the relevant **STOR Contract** shall be assessed by reference to the **STOR Units(s) Registered** to the **Secondary Service Provider** and not to the **Primary Service Provider's STOR Unit**; and
- (b) all and any **Reserve Availability Payments** accruing due pursuant to this paragraph 10 shall be payable to the **Primary Service Provider** and nothing in these **STOR Service Terms** shall create any liability or obligation on the part of **NGESO** to make any such payments to the **Secondary Service Provider**.

#### 11. Energy Utilisation Payments

11.1 Where a **STOR Unit** is not **BM Participating**, **NGESO** shall pay to the **Reserve Provider** in accordance with paragraph 12, in respect of:-

- (a) the increase in **Generation** or reduction in **Demand** (as the case may be) during **Pre-Window Ramping Periods** and **Post-Window Ramping Periods** in each month; and
- (b) the provision of **Reserve** during **STOR Committed Windows** and **STOR Optional Windows** in each month,

an amount (an "**Energy Utilisation Payment**") calculated in accordance with the formula in Schedule 2 to these **STOR Service Terms** and by reference to the applicable **Energy Utilisation Price** for the relevant **STOR Window**.

11.2 For the purposes of sub-paragraph 11.1, in respect of a **Committed Window** the subject of a **Mandatory Bid**, the applicable **Energy Utilisation Price** for the **Pre-Window Ramping Period** and **Post-Window Ramping Period** shall be that submitted by the **Service Provider** for the **Committed Window**, and not the

**Energy Utilisation Price** submitted by the **Service Provider** as part of any **Optional Bid** for the adjacent **STOR Windows**.

11.3 For a **STOR Unit** which is **BM Participating**, payments to the **Service Provider** with respect to the provision of **STOR** in **STOR Committed Windows** shall be made in respect of each **Bid Offer Acceptance** in accordance with the **Balancing and Settlement Code**.

11.4 With respect to any **Transfer Period**, and for the avoidance of doubt:-

- (a) for the purposes of this paragraph 11, the provision of **STOR** pursuant to the relevant **STOR Contract** shall be assessed by reference to the **STOR Unit(s) Registered** to the **Secondary Reserve Provider** and not to the **Primary Reserve Provider's Contracted STOR Unit**; and
- (b) all and any **Energy Utilisation Payments** accruing due pursuant to this paragraph 11 shall be payable to the **Primary Reserve Provider**, but for the avoidance of doubt, where the relevant **STOR Unit** of the **Secondary Reserve Provider** is **BM Participating** utilisation payments pursuant to **Bid-Offer Acceptances** shall be made in accordance with the **BSC** to the **Secondary Reserve Provider** and not to the **Primary Reserve Provider** but subject thereto nothing in these **STOR Service Terms** shall create any liability or obligation on the part of **NGESO** to make any such payments to the **Secondary Reserve Provider**.

## 12. Payment Procedure

In respect of each calendar month during which the **Service Provider** has been party to one or more **STOR Contracts**, **NGESO** shall send to the **Service Provider** a **Monthly Statement** setting out, in respect of each such **STOR Contract**, its calculation of:-

- (a) the **Reserve Availability Payments** payable to the **Service Provider** pursuant to paragraph 10;
- (b) the **Energy Utilisation Payments** payable to the **Service Provider** pursuant to paragraph 11;
- (c) any adjustments made to previous **Monthly Statements**; and
- (d) the resulting net amount due to (or from, as the case may be) the **Service Provider**,

and in respect thereof the provisions of paragraph 4 (*Payments*) of the **STOR General Terms and Conditions** shall apply.

## 13. Grid Code and Distribution Code

13.1 The provision by the **Service Provider** of **STOR** shall not relieve it of any of its obligations or affect such obligations (where applicable) set out in the **Grid Code** (including its obligations (if any) to provide **Mode A Frequency Response** when instructed by **NGESO** pursuant to the **CUSC** and/or the **Grid Code**) or to provide **Demand** control when instructed by **NGESO** pursuant to **Grid Code OC6**) or in the **Distribution Code** of its host **Public Distribution System Operator**.

13.2 Without limiting sub-paragraph 13.1, each **Service Provider** that is or becomes a **DRSC Liable User** shall, for the duration of each **STOR Service Day**, comply in all respects with the **Demand Response Services Code** as it refers to **Demand Response Active Power Control**.

## 14. Maintenance of Eligible Assets

The **Service Provider** shall maintain each **Eligible Asset** to such a standard that the **Service Provider** can meet its obligations to provide **STOR** in accordance with each **STOR Contract** and these **STOR Service Terms**.

## 15. Third Party Claims

15.1 The **Service Provider** undertakes to **NGESO** that the availability and delivery of **STOR** from any **STOR Unit** pursuant to and in accordance with each **STOR Contract** and these **STOR Service Terms** (including during any **Transfer Period**) will not at any time during any **STOR Service Day** cause the **Service Provider** to be in breach of or to otherwise be non-compliant with:-

- (a) its duties (if any) in Section 9 of the Act;

- (b) the Electricity Safety, Quality and Continuity Regulations 2002 (as amended from time to time) or of any regulations made under Section 29 of the Act or of any other enactment relating to safety or standards applicable in respect of the business of such **Service Provider**;
- (c) any provisions of the **Grid Code** or (where applicable) the **Distribution Code** of its host **Public Distribution System Operator** or make its compliance with any provision of either of these Codes impossible;
- (d) any **Connection Agreement** and/or any agreement for the supply of electricity or related services to or from that **STOR Unit** or any **Eligible Asset** associated with it;
- (e) any provision of its **Licence** (if any); or
- (f) any restrictions and conditions attaching to relevant authorisations of the **Environment Agency**.

15.2 Notwithstanding sub-paragraph 15.1, in the event that the **Service Provider** (or, during any **Transfer Period**, any **Secondary Service Provider**) makes available and/or delivers **STOR** in accordance with these **STOR Service Terms** in consequence of which **NGESO** suffers or incurs any loss in respect of a claim brought by any third party related to any actual or alleged breach or non-compliance by the **Service Provider** as described in sub-paragraph 15.1, then the **Service Provider** shall indemnify **NGESO** against all and any losses, liabilities, claims, expenses and demands suffered or incurred by **NGESO** in connection therewith. Such indemnity shall include any legal costs and expenses reasonably incurred in the contesting of such claims including the court costs and reasonable attorney's fees and other professional advisors' fees. The **Parties** agree and accept that, for the purposes of paragraph 5 (*Limitations on Liability*) of the **STOR General Terms and Conditions**, all such legal costs and expenses expressed to be the subject of such indemnity shall be treated as direct losses.

15.3 In the event of any such claim referred to in sub-paragraph 15.2 being made against **NGESO**, **NGESO** shall as soon as reasonably practicable give notice of the claim together with all relevant supporting documentation to the **Service Provider**. The **Service Provider** shall be entitled, upon written notice to **NGESO** and subject to **NGESO** receiving from the **Service Provider** such reasonable undertakings as **NGESO** shall reasonably require to protect **NGESO** against damage to its name and reputation, to assume at its own expense the sole conduct of all proceedings relating to such claim including the right to contest such claim in the name of **NGESO**. **NGESO** shall supply the **Service Provider** with all information, assistance and particulars reasonably required by the **Service Provider** in connection therewith. **NGESO** shall not accept, settle, pay or compromise any such claim without the prior written approval of the **Service Provider** (not to be unreasonably withheld or delayed). The **Service Provider** shall reimburse to **NGESO** all of its reasonable expenses incurred in connection with the provision of any such information, assistance or particulars in the contesting of any such claim.

## 16. Provision of Other Services

16.1 The **Service Provider** undertakes to **NGESO** that the availability and delivery of **STOR** from any **STOR Unit** pursuant to and in accordance with a **STOR Contract** and these **STOR Service Terms** will not at any time during any **STOR Service Day** (including during any **Transfer Period**) be impaired or otherwise prejudiced by the **Service Provider's** (or, during any **Transfer Period**, any **Secondary Service Provider's**) performance of any agreement with a third party (including another **Service Provider**) relating to any **Eligible Asset** or any associated **Plant** and **Apparatus**, including the making available and/or delivery of services to that third party by the **Service Provider** (whether by way of increases or reductions in **Generation** or **Demand** or stipulated running profiles, participation in any other services (including where part of a trial service) or otherwise, and whether to assist in the management, operation or protection of a **User System** or pursuant to the **Capacity Market Rules** or otherwise).

16.2 Notwithstanding sub-paragraph 16.1, in the event that the **Service Provider** (or, during any **Transfer Period**, any **Secondary Service Provider**) is unable to provide **STOR Day Ahead** (to any extent) in all or any part of any **STOR Service Day** for any reason described in sub-paragraph 16.1, then the **Service Provider** shall (or shall procure that the **Secondary Service Provider** shall) give a full explanation to **NGESO** in its notification of unavailability pursuant to paragraph 4 or 5 (as the case may be), and **NGESO** may in its absolute discretion terminate the **STOR Contract** in question pursuant to paragraph 18).

- 16.3 Subject always to sub-paragraph 16.4, and irrespective of whether or not **NGESO** elects to terminate the **STOR Contract**, the **Service Provider** hereby agrees to reimburse to **NGESO** all and any additional costs and expenses incurred by it as a result of such inability including **NGESO**'s additional costs of alternative or replacement service provision.
- 16.4 The amount or amounts for which the **Service Provider** may be liable to reimburse **NGESO** pursuant to sub-paragraph 16.3 in respect of any single **STOR Contract** shall not exceed in aggregate the greater of (1) two hundred and fifty thousand pounds sterling (£250,000), and (2) an amount equal to the aggregate **Reserve Availability Payments** payable in respect of that **STOR Contract** for the relevant **STOR Service Day** (ignoring any periods of unavailability and whether or not declared by the **Service Provider**).
- 17. Communications**
- 17.1 Any communications required by these **STOR Service Terms** to be given in writing shall unless otherwise provided in this paragraph 17 be made and deemed to have been received in accordance with paragraph 10 (*Notices*) of the **STOR General Terms and Conditions** save as may be otherwise agreed by the **Parties**.
- 17.2 The **Parties** consent to the recording of all telephone conversations between them relating in whole or in part to these **STOR Service Terms**, and each **Party** agrees to notify its employees of that consent and obtain their consent to that recording if required by **Law**.
- 17.3 Unless otherwise expressly provided in these **STOR Service Terms**, and subject always to sub-paragraphs 17.4 and 17.5, all communications between the **Parties** (or between **NGESO** and the **Service Provider's Agent**) pursuant to these **STOR Service Terms** shall be given:
- (a) in respect of any **STOR Unit** which is **BM Participating**, via **EDL/EDT**; or
  - (b) in respect of any other **STOR Unit**, by **STOR Despatch**.
- 17.4 If, for whatever reason, any method of communication to be used by the **Parties** in accordance with sub-paragraph 17.3 shall at any time become unavailable, then to that extent all declarations, instructions and other communications of whatever nature which concern the availability and utilisation of **STOR** shall be given by such other means as may be agreed between the **Parties**.
- 17.5 Where **STOR Despatch** is for whatever reason unavailable, **NGESO** may, in its sole discretion, agree in writing with the **Service Provider** an alternative method of communication provided always that **NGESO** may at any time withdraw its agreement to the use of such alternative method of communication by serving notice in writing on the **Service Provider**.
- 17.6 Where **STOR Despatch** is for whatever reason unavailable and either:-
- (a) **NGESO** shall not have agreed pursuant to sub-paragraph 17.5 that communications between the **Parties** pursuant to these **STOR Service Terms** may be given otherwise than by **STOR Despatch**; or
  - (b) **NGESO** shall have withdrawn its agreement to the use of an alternative method of communication in accordance with sub-paragraph 17.5,
- then:-
- (c) no **Reserve Availability Payments** shall be paid to the **Service Provider** in respect of the period during which such communications are not being given either by **STOR Despatch** or (where relevant) an alternative means agreed by **NGESO** and the **Service Provider** pursuant to sub-paragraph 17.5, and sub-paragraph 17.3 shall be read and construed accordingly; and
  - (d) the **Service Provider** shall use its best endeavours to install **STOR Despatch** within a timescale agreed by **NGESO** (acting reasonably).

## 18. Termination of STOR Contracts

In addition to any rights of termination available under the **STOR Procurement Documents**, **NGESO** may in its absolute discretion terminate a **STOR Contract** in respect of a **STOR Unit** with immediate effect by notice in writing to the **Service Provider** in the following circumstances:-

- (a) where the **Service Provider** is in breach of a warranty or declaration given under any of the **Registration Documents**;
- (b) where **NGESO** (acting reasonably) determines that the **STOR Unit**, and/or one or more **Eligible Assets** comprising the **STOR Unit**, is not ready for commercial operation and/or delivery of **STOR** in one or more **STOR Service Days**; or
- (c) in the circumstances specified in sub-paragraph 16.2.

## 19. Monitoring and Metering

19.1 In respect of **STOR Units** which are **BM Participating**:

- (a) the volume of **STOR** delivered and the time of delivery of **STOR** pursuant to **Bid-Offer Acceptance(s)** shall be monitored by **NGESO** from time to time;
- (b) the relationship between the **Parties** with respect to **Energy Metering Equipment** shall be regulated by Section L of the **Balancing and Settlement Code**;
- (c) the relationship between the **Parties** with respect to **Operational Metering Equipment** shall be regulated by Paragraph 6.7.3 of the **Connection and Use of System Code**;
- (d) the availability of **STOR** from a **Contracted STOR Unit** shall be verified by **NGESO** by (inter alia) monitoring certain **BM Unit Data** and the carrying out of certain checks as described in the table below:

Service Criteria	Parameter(s)
Availability of <b>STOR</b> from <b>STOR Unit</b> or the <b>Secondary Provider's STOR Unit</b> during a <b>Transfer Period</b>	$MEL \geq \text{Contracted MW}$ $\text{Physical Notification} \leq \text{zero}$
<b>Response Time</b>	$NDZ + \text{Contracted MW} / \text{AverageRunUpRate} \leq \text{Response Time}$
<b>Bid-Offer Data</b>	<p>Bid-Offer Pair number 1 <math>MW \geq \text{Contract MW}</math></p> <p>This check will be made in respect of <b>Settlement Periods</b> comprised in <b>STOR Committed Windows</b>, <b>Pre-Window Ramping Periods</b> and <b>Post-Window Ramping Periods</b>.</p> <p>In each <b>Settlement Period</b> during the <b>Pre-Window Instruction Period</b>, <b>NGESO</b> shall monitor whether ramping is necessary to achieve the <b>Contracted MW</b> by the commencement of the <b>STOR Committed Window</b>.</p> <p>Where:-</p> <p><math>\text{Contracted MW} / \text{AverageRunUpRate} \leq \text{time to STOR Committed Window}</math></p> <p>then the <b>Settlement Period</b> shall be determined to contain the <b>Pre-Window Ramping Period</b> <b>NGESO</b> shall, therefore, undertake the above <b>Bid-Offer Data</b> check.</p>



<b>Cease Time</b>	$\text{NTO} + \text{Contracted MW} / \text{Average Run Down Rate} \leq \text{Cease Time}$
<b>Minimum Utilisation Period</b>	$\text{MNZT} \leq \text{Minimum Utilisation Period}$ specified in <b>STOR Contract</b>
<b>Recovery Period</b>	$\text{MZT} \leq \text{Recovery Period}$ specified in <b>STOR Contract</b>
<b>Stable Export Limit</b>	$\text{SEL} \leq \text{Min}(\text{MEL}, \text{Contracted MW})$

- (e) the delivery of **STOR** from a **STOR Unit** shall be verified by **NGESO** by (inter alia) monitoring certain **BM Unit Data** and the carrying out of certain checks as described in the table below:

<b>Service Criteria</b>	<b>Check(s)</b>
Delivery of <b>STOR</b> within the <b>Response Time</b>	Metering data for the <b>Settlement Period</b> in which the <b>Response Time</b> ends following an instruction to commence delivery of <b>STOR</b> in accordance with a <b>Bid-Offer Acceptance</b> with respect to the <b>STOR Unit</b> or the <b>Secondary Reserve Provider's STOR Unit</b> during a <b>Transfer Period</b>
Total energy (volume) delivered as <b>STOR</b> for each utilisation	Metering data for the <b>STOR Unit</b> or the <b>Secondary Reserve Provider's STOR Unit</b> during a <b>Transfer Period</b> in respect of the instructed period of delivery of <b>STOR</b> in accordance with <b>Bid-Offer Acceptance(s)</b>

19.2 In respect of **STOR Units** which are not **BM Participating**:

- (a) the **Service Provider's** provision of **STOR** and the amount of **STOR** provided shall be monitored, metered and determined by reference to the metering data communicated by the **Service Provider** to **STOR Despatch** and for such purpose the **Service Provider** shall procure the provision to **NGESO** of accurate real time metering data at a frequency of not less than every fifteen (15) seconds;
- (b) where **STOR Despatch** is unavailable for the purposes of monitoring and metering of the **Service Provider's** provision of **STOR**, the **Service Provider** shall procure the provision of alternative metering data which is satisfactory to **NGESO** by not later than five calendar days after the **STOR Service Day** on which **STOR** was provided, and **NGESO** may (where alternative metering data which is satisfactory to **NGESO** is not available) at its discretion withhold **Reserve Availability Payments** (where applicable) and/or **Energy Utilisation Payments** in respect of the period during which **STOR Despatch** is unavailable for the purposes of such monitoring and metering;
- (c) the **Parties** hereby agree to be bound with respect to each other by the terms of the **STOR Despatch Procedure** as if the same were set out in full in these **STOR Service Terms**;
- (d) in the event of a conflict between the provisions of these **STOR Service Terms** and the provisions of the **STOR Despatch Procedure**, the provisions of these **STOR Service Terms** shall prevail;
- (e) **NGESO** shall for the purposes of complying with the **ABSVD Methodology Statement** determine the capped delivery volume for the **STOR Unit** and notify this to the **Service Provider** by not later than twenty (20) **Days** after the **STOR Service Day**;
- (f) the **Service Provider** shall determine the capped delivery volume for the **STOR Unit** by reference to the **MSID Pairs** associated with the **STOR Unit** and notify that data to **NGESO** by not later than thirty-five (35) **Days** after the **STOR Service Day**;



- (g) **NGESO** shall validate the data provided by the **Service Provider** under paragraph (e) and submit it to the SVAA as part of the **MSID Pair Data** in accordance with Section Q of the **BSC** by not later than forty-two (42) **Days** after the **STOR Service Day**;
- (h) for the purposes of this paragraph 19.2, “capped delivery volume” means either:-
  - (i) during periods where the **STOR Unit** is ramping (as defined by the **Contracted MW** or **Optional MW** and **Run-Up Rates** and **Run-Down Rates**), the volume of **STOR** energy (MWh) delivered (being a volume not greater than the **Contracted MW** or the **Optional MW** (as the case may be) multiplied by the number of hours comprised in this Instruction segment multiplied by 0.5), by either the increase in **Generation** or reduction in **Demand** by **STOR Unit** in the **Settlement Period** / part **Settlement Period**, in accordance with an **Instruction**, as determined by metering pursuant to sub-paragraph 19.2(a); or
  - (ii) otherwise, the volume of **STOR** energy (MWh) delivered (being a volume not greater than the **Contracted MW** or the **Optional MW** (as the case may be) multiplied by the number of hours comprised in this instruction segment multiplied by 0.5), by either the increase in **Generation** or reduction in **Demand** by the **STOR Unit** in the **Settlement Period** / part **Settlement Period**, in accordance with an **Instruction**, as determined by metering pursuant to sub-paragraph 19.2(a);
- (i) the **Service Provider** shall notify **NGESO** of the metering system identifiers for the relevant **STOR Unit** for the purposes of implementing the **ABSVD Methodology Statement**; and
- (j) during any **Transfer Period** this sub-paragraph 19.2 shall apply to the **Secondary Reserve Provider** and its designated **STOR Unit(s)**.

## 20. Transfer of STOR Contracts

- 20.1 At any time during the subsistence of a **STOR Contract**, a **Service Provider** (“the **Primary Service Provider**”) may nominate another **Registered STOR Participant** (“the **Secondary Service Provider**”) to discharge its obligations to **NGESO** with respect to the delivery of **Response** in **STOR Service Day(s)** pursuant to that **STOR Contract**.
- 20.2 The effect of any such nomination once validated by **NGESO** pursuant to this paragraph 20 is to monitor availability and submitted parameters, and treat delivery of **STOR** from one or more **STOR Units** registered to the **Secondary Service Provider** as if made and delivered by the **Primary Service Provider** from its **STOR Unit** for the purposes of these **STOR Service Terms**.
- 20.3 No nomination shall be valid unless:-
  - (a) both entities are **Registered STOR Participants**;
  - (b) the **Secondary Service Provider** has **Eligible Assets** which are **Registered** to it and allocated to one or more **STOR Units** pursuant to the **STOR Participation Guidance Document** with sufficient aggregate **Maximum Registered STOR Capacity** and proven capability to deliver **STOR** to enable the **STOR Contract** to be discharged during the applicable **STOR Service Day**;
  - (c) the specified **Transfer Period** during which the nomination is to be effective is a period which comprises the entire **STOR Service Day** created by a subsisting **STOR Contract** to which the **Primary Service Provider** is a party; and
  - (d) the nomination is validly notified to **NGESO** pursuant to sub-paragraphs 20.4, 20.5 and 20.6 and the **Transfer Notice** validated by **NGESO**.

### *Transfer Notices*

- 20.4 Each nomination shall be notified to **NGESO** by the **Primary Service Provider** by no later than ninety (90) minutes prior to commencement of the applicable **STOR Service Day**, and each such nomination is referred to in these **STOR Service Terms** as a “**Transfer Notice**”.

- 20.5 Unless otherwise stipulated in the **STOR Participation Guidance Document**, each **Transfer Notice** shall comprise the entirety of a **STOR Service Day**, and shall specify:-
- (a) the identity of the **Primary Service Provider** and **STOR Unit**; and
  - (b) the identity of the **Secondary Service Provider** and its **STOR Unit(s)** and **Eligible Assets**.
- 20.6 Each nomination shall comprise the entire **Contracted MW** associated with the **STOR Contract** during the relevant **Transfer Period**, and for the avoidance of doubt the **Contracted MW** shall not be capable of being split amongst two or more **Secondary Service Providers**.
- 20.7 In giving a **Transfer Notice**, the **Primary Service Provider** warrants that the **Secondary Service Provider** accepts the nomination.
- 20.8 **NGESO** shall notify the **Primary Service Provider** as soon as reasonably practicable following receipt of the **Transfer Notice** whether or not the **Transfer Notice** has been validated. In the absence of any notification by **NGESO** of validation of the **Transfer Notice** by commencement of the relevant **STOR Service Day** the **Transfer Notice** shall be deemed not to have been validated.
- 20.9 Where in **NGESO's** reasonable opinion the delivery of **STOR** pursuant to the **STOR Contract** during the **Transfer Period** by the **Secondary Service Provider's** designated **STOR Unit(s)** would or might endanger operational security within the meaning of the **System Operator Guidelines**, then **NGESO** shall so notify both **Registered STOR Participants** whereupon the **Transfer Notice** shall be deemed withdrawn.
- 20.10 A **Transfer Notice** shall be invalid if the **Secondary Service Provider's** designated **STOR Unit** or any **Eligible Asset** allocated to it is the subject of a **STOR Contract** for the same **STOR Service Day**, in which case **NGESO** shall so notify both whereupon the **Transfer Notice** shall be deemed withdrawn.
- Cancellation Notice*
- 20.11 A **Transfer Notice** may be cancelled by the **Primary Service Provider** (but not under any circumstances by the **Secondary Service Provider**) by no later than ninety (90) minutes prior to the start of the **STOR Committed Window** and by notification to **NGESO** in writing ("**Cancellation Notice**") specifying the date and time from which the cancellation is to be effective.
- Effect of Transfer Notice*
- 20.12 For the duration of each **Transfer Period** (or any earlier period where the **Transfer Period** comes to an end pursuant to the foregoing provisions), and subject always to sub-paragraph 20.13, **NGESO** consents to the **Primary Service Provider's** obligation to deliver **STOR** pursuant to the relevant **STOR Contract** being discharged on its behalf by the **Secondary Service Provider** from its **STOR Unit(s)**.
- 20.13 The **Parties** further acknowledge and agree that, for the duration of each **Transfer Period**:-
- (a) paragraph 4 (Service Availability – **Committed Windows (Mandatory Availability Declarations - Contracted STOR Units Only)**) shall be varied as follows:-  
all **Non-BM Data Submissions** and **BM Unit Data** shall be submitted by the **Secondary Service Provider** with respect to the **STOR Unit(s)** designated by it pursuant to sub-paragraph 20.5, and the **Secondary Service Provider** shall observe and perform all obligations of the **Primary Service Provider** contained therein as if references to **Service Provider** and **Contracted STOR Unit** were to the **Secondary Service Provider** and such **Contracted STOR Unit(s)**;
  - (b) paragraph 6 (Service Instruction) shall be varied as follows:  
all and any **Instructions** and **Bid-Offer Acceptances** shall be issued by **NGESO** to the **Secondary Service Provider**, and the **Secondary Service Provider** shall observe and perform all obligations of the **Primary Service Provider** contained therein as if references to **Service Provider** and **STOR Unit** were to the **Secondary Service Provider** and the **STOR Unit(s)** designated by it pursuant to sub-paragraph 20.5;
  - (c) paragraph 7 (Service Delivery – **Non-BM Participating** only) shall be varied as follows:-

the **Secondary Service Provider** shall observe and perform all obligations of the **Service Provider** contained therein as if references to the **Service Provider** and the **STOR Unit** were to the **Secondary Service Provider** and the **STOR Unit(s)** designated by it pursuant to sub-paragraph 20.5; and

- (d) paragraph 8 (Service Delivery – **BM Participating** only) shall be varied as follows:-

the **Secondary Service Provider** shall observe and perform all obligations of the **Service Provider** contained therein as if references to the **Service Provider** and the **STOR Unit** were to the **Secondary Service Provider** and the **STOR Unit(s)** designated by it pursuant to sub-paragraph 20.5; and

- (e) in paragraph 9 (Events of Default):-

all references to the **Service Provider** and **STOR Unit** in the tables in sub-paragraphs 9.1 and 9.2 shall be read and construed as a reference to the **Secondary Service Provider** and its designated **STOR Unit(s)**, and shall in the circumstances specified therein cause or contribute towards **Events of Default** in relation to the **Primary Service Provider**.

*Form of notifications*

20.14

All **Transfer Notices** and **Cancellation Notices** and other notifications related thereto between the **Parties** referred to in this paragraph 20 shall be made using the method of communication specified from time to time by **NGESO**.

## SCHEDULE 1 - RESERVE AVAILABILITY PAYMENTS

### Calculation of Settlement Value

For payments to be made by **NGESO** to a **Service Provider** for **STOR Committed Windows** with respect to a **STOR Unit** which is not **BM Participating**, the payment formula is:

$$AF_{sm} = \sum_{j \in M_m} (AP_{sj} \times 0.5 \times CM_{sj} \times FF_{sj} \times FM_{sj})$$

Item	Description	Data Source
APsj	<b>Availability Price</b>	the clearing price (£/MW/h) for that <b>STOR Service Day</b> derived under and in accordance with the <b>STOR Auction Rules</b> (price to 2 decimal places)
CMsj	<b>Contracted MW</b>	accepted <b>STOR Bid</b> (Whole MW)
FFsj	Availability Flag*	this has a value of 0 if in the relevant <b>Settlement Period</b> the <b>Contracted Unit</b> is deemed unavailable for <b>STOR</b> pursuant to these <b>STOR Service Terms</b> (except where due to an event of <b>Force Majeure</b> ), else 1
FMsj	<b>Force Majeure Flag**</b>	this has a value of 0 if in the relevant <b>Settlement Period</b> the <b>Contracted Unit</b> is deemed unavailable for <b>STOR</b> pursuant to these <b>STOR Service Terms</b> where due to an event of <b>Force Majeure</b> ), else 1.

For payments to be made by **NGESO** to a **Service Provider** for **STOR Committed Windows** with respect to a **STOR Unit** which is **BM Participating**, the payment formula is:

$$AF_{im} = \sum_{C \in M_m} \left( \max \left[ \begin{array}{l} \sum_{j \in C_m} (AP_{ij} \times 0.5 \times CM_{ij} \times FF_{ij} \times FM_{ij}) - \\ \sum_{j \in C(P)_m} (AP_{ij} \times 0.5 \times CM_{ij} \times (\max[XF_{ij}, XM_{ij}]), 0 \end{array} \right] \right)$$

Item	Description	Data Source
APIj	<b>Availability Price</b>	the clearing price (£/MW/h) for that <b>STOR Service Day</b> derived under and in accordance with the <b>STOR Auction Rules</b> (price to 2 decimal places)
CMij	<b>Contracted MW</b>	accepted <b>STOR Bid</b> (Whole MW)
FFij	Availability Flag*	this has a value of 0 if in the relevant <b>Settlement Period</b> the <b>Contracted Unit</b> is deemed unavailable for <b>STOR</b> pursuant to these <b>STOR Service Terms</b> (except where due to an event of <b>Force Majeure</b> ), else 1
FMsj	<b>Force Majeure Flag**</b>	this has a value of 0 if in the relevant <b>Settlement Period</b> the <b>Contracted Unit</b> is deemed unavailable for <b>STOR</b> pursuant to these <b>STOR Service Terms</b> where due to an event of <b>Force Majeure</b> ), else 1
XFij	Pre/Post-window Compliance Flag***	IBOD failure incurred in a <b>Pre-Window Ramping Period</b> or <b>Post-Window Ramping Period</b> . Note the <b>Reserve Availability Payment</b> for a <b>STOR Committed Window</b> cannot be reduced to less than

		zero by operation an <b>Event of Default</b> occurring in a <b>Pre-Window Instruction Period</b> or <b>Post-Window Ramping Period</b> .
XMij	Pre-window <b>Force Majeure</b> Flag****	this has a value of 0 if in the relevant <b>Settlement Period</b> STOR is deemed unavailable for <b>STOR</b> pursuant to these <b>STOR Service Terms</b> where due to an event of <b>Force Majeure</b> ), else 1

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## SCHEDULE 2 – ENERGY UTILISATION PAYMENTS

### Calculation of Settlement Value

For **Energy Utilisation Payments** to be made by **NGESO** to a **Service Provider** with respect to a **STOR Unit** which is not **BM Participating**, and for **Committed STOR Windows** and **Optional STOR Windows**, the payment formula is:

$$UF_{sm} = \sum_{j \in M_m} (R_{sj} \times EP_{sj})$$

Where

- $UF_{sm}$  is the settlement value for **STOR** calculated in respect of **STOR Unit s** for the relevant **STOR Service Day**
- $\sum_{j \in M_m}$  is the summation over all **Settlement Periods**  $j$ , in the set  $M_m$  of **Settlement Periods** in **STOR Committed Windows** and **STOR Optional Windows** (as applicable)
- $R_{sj}$  is either:-
  - (1) during periods where the **STOR Unit s** is ramping (as defined by the **Contracted MW** or **Optional MW** and consistent with the **Pre-Window Ramping Period** and **Post-Window Ramping Period**), the volume of **Reserve energy** (MWh) delivered in accordance with an **Instruction** by either the increase in **Generation** or reduction in **Demand** by **STOR Unit s** in the **Settlement Period** / part **Settlement Period**  $j$  and being a volume not greater than the **Contracted MW** or **Optional MW** (as the case may be) multiplied by the number of hours comprised in this **Instruction** segment) multiplied by 0.5; or
  - (2) otherwise, the volume of **Reserve energy** (MWh) delivered in accordance with an **Instruction** by either the increase in **Generation** or reduction in **Demand** by **STOR Unit s** in the **Settlement Period** / part **Settlement Period**  $j$  and being a volume not greater than the **Contracted MW** or **Optional MW** (as the case may be) multiplied by the number of hours comprised in this instruction segment),

in each case as determined by metering pursuant to sub-paragraph 19.2. For the avoidance of doubt the **Instruction** will be segmented and **Reserve** delivery MWh capped at the volume instructed for:-

  - (a) each **Settlement Period**; and
  - (b) each sub-**Settlement Period** where the **STOR Unit** transitions from a contracted ramping to a non-ramping period or vice versa, and between **STOR Committed Windows** and **STOR Optional Windows**
- $EP_{sj}$  is the **Energy Utilisation Price** (£/MWh), applicable to each of the **Settlement Periods**  $j$  in the relevant **STOR Window** (and in the case of a **STOR Committed Window**, in each **Settlement Period** falling in the associated **Pre-Window Ramping Period** and **Post-Window Ramping Period**), for **STOR Unit s**