Local Constraint Market (LCM) Service Terms

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1. Registration

1.1 These LCM Service Terms shall apply to each Service Provider who has been registered on the Platform ("Registered Service Provider"), and with respect to each Eligible Asset registered by that Registered Service Provider for use in the procurement by NGESO of the Local Constraint Service in accordance with Platform Provider Conditions and the Local Constraint Market Guidance Document.

1.2 Each Registered Service Provider is referred to in these LCM Service Terms as a “Service Provider”. The Local Constraint Service may be delivered by the Service Provider as either Generation Turn Down or Demand Turn Up, in each case by reference to an Offered Service Volume, as notified by the Service Provider to NGESO by uploading to the Platform in accordance with the Local Constraint Market Guidance Document.

1.3 In order to qualify for registration as an Eligible Asset, Apparatus and Equipment must:
   i. be connected to a Distribution Network within the Qualification Area;
   ii. be half-hourly metered (either alone or in aggregation with other Eligible Assets) by Metering Equipment registered in accordance with the BSC or with a Metering Point registered in accordance with the Retail Energy Code;
   iii. not be registered as a BM Unit or otherwise active in the Balancing Mechanism;
   iv. not be participating in or have contractual obligations to be available for or be contracted to provide any other balancing/flexibility or related services during Settlement Periods in which the Local Constraint Service is offered in a LCM Declaration;
   v. not, as a condition of the relevant Connection Agreement, be required to participate in any Active Network Management Scheme; and
   vi. otherwise comply with the eligibility requirements of the Platform Provider Conditions and those set out in the Local Constraint Market Guidance Document.

1.4 The Platform is operated by the Platform Provider and NGESO shall have no responsibility under these LCM Service Terms to any Service Provider for the operation or any malfunction of the Platform.

1.5 A Service Provider shall allow NGESO and its agents and contractors such access as it may from time to time reasonably require to its Eligible Assets and all relevant books and records to verify that the Apparatus and Equipment comprised in that Eligible Asset continues to meet the requirements set out or referred to in paragraph 1.3.

1.6 A Service Provider may register Apparatus and Equipment that is subject to a Capacity Market Contract as an Eligible Asset for the purposes of providing the Local Constraint Service but acknowledges that an updated Relevant Balancing Services Statement reflecting the Local Constraint Service is not expected to be published before 1 April 2023.

2. Changes to these LCM Service Terms

2.1 NGESO may update these LCM Service Terms from time to time by publication of an updated version on NGESO’s website, and each such updated version shall be effective from the date shown on its front cover.

3. LCM General Terms and Conditions and LCM Glossary of Terms and Rules of Interpretation

3.1 These LCM Service Terms are subject to the prevailing LCM General Terms and Conditions published by NGESO on the NGESO website.

3.2 Unless the context otherwise requires, any capitalised term used in these LCM Service Terms shall have the meaning given to it (if any) in the prevailing LCM Glossary of Terms and Rules of Interpretation published by NGESO on the NGESO website, and the rules of interpretation set out in that document shall also apply.

4. Warranty

4.1 The Service Provider warrants and undertakes to NGESO that none of its Eligible Assets will be BM Participating or connected to any active network management system or energy management system (including the Generation Export Management Scheme in South West Scotland) at any time during any
period of availability of Generation Turn Down or Demand Turn Up (as the case may be) notified in an LCM Declaration.

5. Service Availability

5.1 Each Service Provider shall in respect of each Day notify NGESO, by reference to a specified Grid Supply Point, of its load forecast for its Eligible Assets in respect of either Service Window 1 or Service Window 2. Such notification shall be uploaded to the Platform:

i. for Service Window 1, by not later than 17.00 on the previous Day and shall cover each Settlement Period of Service Window 1 plus each Settlement Period covered by the Baseline Output or Baseline Demand (as the context requires); or

ii. for Service Window 2, by not later than 10.00 on the Day and shall cover each Settlement Period of Service Window 2 plus each Settlement Period covered by the Baseline Output or Baseline Demand (as the context requires).

5.2 Subject always to the provisions set out below, a Service Provider may offer to provide the Local Constraint Service to NGESO by reference to a specified Grid Supply Point by indicating to NGESO in the form set out or referred to in the Local Constraint Market Guidance Document ("LCM Declaration"), for its Eligible Assets:

i. by not later than 17.00 day-ahead for Service Window 1; and/or

ii. by not later than 09.00 within day for Service Window 2.

in either case, specifying for each Settlement Period in the Service Window:

iii. whether or not its Eligible Assets are available in each Settlement Period in a Service Window to provide Generation Turn Down or Demand Turn Up (as the case may be);

iv. for each such Settlement Period of availability and, in the case of Eligible Assets with more than one Meter Point, aggregated in respect of all Meter Points, its Offered Service Volume; and

v. the Service Utilisation Fee (in £/MW/h) applicable to the Offered Service Volume.

5.3 All LCM Declarations shall:

i. be notified to NGESO by email via the Platform in accordance with paragraph 13.2; and

ii. include all associated data as required by NGESO in the Local Constraint Market Guidance Document or as required by the Platform Provider Conditions.

5.4 Where the Service Provider becomes aware that any Eligible Asset has or will become unable (for whatever reason) to provide the Offered Service Volume (either all or part) as Generation Turn Down or Demand Turn Up (as the case may be) in all or any part of any Service Window, then it shall promptly upload to the Platform (and, if uploaded during the hours 23.00 to 07.00, notify NGESO by email in accordance with paragraph 13.2), a revised LCM Declaration of the affected Settlement Periods and the amount of Offered Service Volume that will be unavailable, provided always that where the Service Provider becomes so aware after submission by NGESO of a Service Instruction then paragraph 6.3iv shall apply.

5.5 For the purposes of paragraphs 5.4 and 6.3iv, the circumstances where an Eligible Asset shall be deemed to be unable to provide the Offered Service Volume shall include (without limitation):

i. in the case of Generation Turn Down, where the aggregate Output of the Eligible Asset is reasonably expected to be zero due to planned or unplanned outage of Apparatus and Equipment;

ii. in the case of Generation Turn Down, except where the Offered Service Volume comprises Output from an Intermittent Renewable Power Station, where the aggregate Output of the Eligible Asset is reasonably expected to result in an Actual Service Volume below the Offered Service Volume;
iii. in the case of Generation Turn Down, where the aggregate Output of the Eligible Asset can only be partially curtailed;

iv. in the case of Demand Turn Up, where the “headroom” between Maximum Import Capability and actual Demand is reasonably expected to result in an Actual Service Volume below the Offered Service Volume (subject to a +/- 10% tolerance); and

v. in the case of Generation Turn Down or Demand Turn Up, where delivery of the Offered Service Volume would reasonably be expected to be impaired or otherwise prejudiced by the Service Provider’s performance of any agreement with a third party for flexibility or other services or by delivery by the Service Provider of any other Balancing Service which is inconsistent or otherwise in conflict with the delivery of Generation Turn Down or Demand Turn Up, as more particularly described in paragraphs 12.1 and 12.5.

5.7 Each revised LCM Declaration submitted pursuant to paragraph 5.4 shall:-

i. be notified to NGESO by email in accordance with paragraph 13.2; and

ii. include all associated data as required by NGESO in the Local Constraint Market Guidance Document or the Platform Provider Conditions.

5.8 Where NGESO has reasonable grounds for believing that the Service Provider’s Eligible Assets are unable to provide Generation Turn Down or Demand Turn Up (as the case may be) in accordance the Offered Service Volume, as specified in the LCM Declaration, then notwithstanding that the Service Provider shall not have resubmitted a revised LCM Declaration in accordance with paragraph 5.5 or notified NGESO in accordance with paragraph 6.3iv (as the case may be), and for the purposes of paragraph 7, the Service Provider’s Eligible Assets shall be deemed to be unavailable to deliver Generation Turn Down or Demand Turn Up for the entirety of the Service Window in question (including any part thereof prior to the commencement of unavailability).

6. Acceptance and Service Delivery

6.1 Offered Service Volumes will be selected in merit order but subject to the requirements of the NETS and the Local Distribution Network. In respect of any one or more consecutive Settlement Periods for which there is Offered Service Volume, NGESO may notify the Service Provider of its acceptance of the Offered Service Volume at the Service Utilisation Fee, in accordance with paragraph 6.2.

6.2 Each notification to the Service Provider pursuant to paragraph 6.1 (a “Service Instruction”) shall:-

(i) be submitted by email in accordance with paragraph 13.2 in respect of Service Window 1, not later than 21.00 on the Day prior to that in which Service Window 1 commences and, in respect of Service Window 2, not later than 13.00 on the Day in which Service Period 2 commences; and

(ii) specify the Instructed Service Period, which shall be a consecutive period not shorter than three (3) hours.

6.3 Following submission by NGESO of a Service Instruction, the Service Provider shall:

i. upload an acknowledgement of the Service Instruction to the Platform within sixty (60) minutes of receipt by way of confirmation that it will respond accordingly;

ii. subject always to iii, iv and v below, procure that:-

1. in the case of Generation Turn Down, the instantaneous values of aggregate Output of the Eligible Assets during each Settlement Period in the Instructed Service Period do not at any time exceed the Baseline Output less the Instructed Service Volume (subject to a +/- 10% tolerance), save for reasons relating to the safety of persons or the Service Provider’s Apparatus and Equipment; or

2. in the case of Demand Turn Up, the aggregate Demand of the Eligible Assets during each Settlement Period represents an aggregate Demand of at least the Instructed Service Volume plus the Baseline Demand, and must be maintained at not less than such increased...
level (subject to a +/- 10% tolerance) throughout the **Instructed Service Period**, save for reasons relating to the safety of persons or the **Service Provider's Apparatus and Equipment**;

iii. the **Instructed Service Period** shall include the minimum period of time (if any) that the **Service Provider's Eligible Assets** take to ramp up and ramp down, and accordingly the aggregate **Output** or **Demand** (as the case may be) during the **Instructed Service Period** required pursuant to ii above shall be expected to deviate consistently with the **Ramping Rates** (but not otherwise);

iv. without prejudice to its obligations under paragraph 5.5, notify **NGESO** by email (in such format as **NGESO** may specify from time to time), in each case in accordance with paragraph 13.2, if it reasonably expects or becomes aware that during all or any part of any **Settlement Periods** in the **Instructed Service Period** the relevant **Eligible Assets** are or will be unable (for whatever reason) to provide the **Instructed Service Volume**, whereupon the relevant **Eligible Assets** shall be deemed to be unavailable to deliver the **Instructed Service Volume** for the entirety of the **Instructed Service Period** in question (including any part thereof prior to the time of the **Service's Provider’s** notification to **NGESO**);

v. **NGESO** may at any time during the period covered by a **Service Instruction**, instruct (a "**Cease Instruction**") the **Service Provider** to cease the provision of **Generation Turn Down** or **Demand Turn Up** by not later than the third **Settlement Period** after the **Settlement Period** in which the **Cease Instruction** was issued (the “**Effective Time**”). A **Cease Instruction** shall be notified by email or by telephone and confirmed promptly thereafter by email (in such format as **NGESO** may specify from time to time), in each case, in accordance with paragraph 13.2 or, following notice from **NGESO** that such facility is available, by uploading confirmation to the **Platform**. The **Service Provider** shall use its reasonable endeavours to comply with any **Cease Instruction** as soon as possible after receipt and in any event not later than the **Effective Time**.

6.4 Where the **Service Provider** has either:-

i. been unable to indicate in its acknowledgement of a **Service Instruction** pursuant to paragraph 6.3i that it will be responding in accordance with that **Service Instruction**; or

ii. given such indication but has subsequently notified **NGESO** pursuant to paragraph 6.3iv of its inability to provide the **Instructed Service Volume**, then it shall be treated as unavailable for the entire **Instructed Service Period**.

6.5 With respect to **Ramping Rates**:-

i. the **Service Provider** shall notify **NGESO** if at any time the **Ramping Rates** submitted at the time of **Registration** no longer reflect the true operating characteristics of the relevant **Eligible Asset(s)** and shall provide updated values, reflecting its best estimate of the time taken (using all reasonable endeavours to minimise the same) to initiate the change in level of **Output** or **Demand** in response to a **Service Instruction**;

ii. where the **Instructed Service Volume** will be provided from two or more **Eligible Assets**, **Ramping Rates** for each **Eligible Asset** shall (unless otherwise indicated by **Service Provider** in accordance with the **Local Constraint Market Guidance Document**) be assumed to be cumulative and applied consecutively in the order indicated by the **Service Provider** in accordance with the **Local Constraint Market Guidance Document** in order to derive the **Ramping Rates** for the relevant **Eligible Assets**; and

iii. it is **NGESO’s** expectation that, with respect to any **Service Instruction**, the **Service Provider** will not initiate the change in level of **Output** or **Demand** until the start of the **Instructed Service Period**.
7. **Service Payments**

7.1 Subject to paragraphs 7.2 and 7.4 and to the **Service Provider** complying in full with its obligations in respect of **Generation Turn Down** or **Demand Turn Up**, NGESO shall pay to the **Service Provider** for each **Instructed Service Period** in the calendar month a **Service Payment**, calculated as follows:

\[
SP = \sum_{j} \left[ \left\{ \text{Min} \left( AV_{CUj}, IV_{CUj} \right) \right\} \times TF_{CUj} \right] \times F1
\]

Where

- **SP** is the **Service Payment** (expressed in £) for the **Instructed Service Period**;
- \( \sum_{j}^{ISP} \) is the summation over each **Settlement Period** j in the **Instructed Service Period**;
- **AV\(._{CUj} \)** is the **Actual Service Volume** (expressed in MWh) provided by the relevant **Eligible Assets** in response to the **Service Instruction**;
- **IV\(._{CUj} \)** is the **Instructed Service Volume** (expressed in MWh) for **Settlement Period** j;
- **TF\(._{CUj} \)** is the **Service Utilisation Fee** (expressed in £/MWh) for the **Offered Service Volume** for **Settlement Period** j;
- **F1** is 0 where the relevant **Eligible Assets** are treated as unavailable in accordance with these **LCM Service Terms** for **Generation Turn Down** or **Demand Turn Up** in any **Settlement Period**, otherwise 1.

7.2 Subject always to paragraph 7.3, the **Service Provider** shall not be entitled to a **Service Payment** for any **Instructed Service Period** pursuant to paragraph 7.1 where, in respect of any one or more **Settlement Periods** in that **Instructed Service Period**, the aggregate **Output** or **Demand** (as the case may be) of the relevant **Eligible Assets** at any time is inconsistent with the level required by paragraphs 6.3ii and 6.3iii above.

7.3 Where, in response to a **Service Instruction**:

i. the initial required level of **Output** or **Demand** is reached during the **Instructed Service Period** but:-
   
   1. sooner than implied by the **Ramping Rates**, then that shall be a permitted deviation from the required level of **Output** or **Demand** for the purposes of paragraphs 6.3iii and 7.2; or
   
   2. later than implied by the **Ramping Rates** (as may be extended in accordance with paragraph 6.5), then the **Service Provider** shall be entitled to a **Service Payment** but NGESO may (at its sole discretion) withhold fifty percent (50%) of that portion of the **Service Payment** attributable to the **Settlement Periods** from and including the start of the **Instructed Service Period** to and including that in which the required level of **Output** or **Demand** is reached.

ii. the required level of **Output** or **Demand** is reached at the end of the **Instructed Service Period** but ramping commenced:-

   1. later than implied by the **Ramping Rates**, then that shall be a permitted deviation from the required level of **Output** or **Demand** for the purposes of paragraphs 6.3iii and 7.2; or

   2. sooner than implied by the **Ramping Rates** (as may be extended in accordance with paragraph 6.5), then the **Service Provider** shall be entitled to a **Service Payment** but NGESO may (at its sole discretion) withhold fifty percent (50%) of that portion of the **Service Payment** attributable to the **Settlement Periods** from and including the start of the **Instructed Service Period** to and including the expiry of the **Instructed Service Period**.

7.4 No **Service Payment** shall be made by NGESO to the **Service Provider** pursuant to this paragraph 7 in respect of any **Instructed Service Period** to which paragraph 5.7 or 6.3iv applies.
8. **Payment Procedure**

8.1 For each calendar month in respect of which one or more Service Instructions have been given to the Service Provider, NGESO shall send to the Service Provider a Monthly Statement setting out its calculation of:-

i. the Service Payment payable to the Service Provider pursuant to paragraph 7 in respect of each such Service Instruction; and

iii. the resulting amounts due to (or from, as the case may be) the Service Provider,

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

8.2 Where necessary, NGESO shall re-issue a Monthly Statement to reflect any correction required in respect of the relevant month.

9. **Grid Code and Distribution Code**

9.1 The provision by the Service Provider of the Local Constraint Service in accordance with these LCM Service Terms shall not relieve it of any of its obligations or affect such obligations (where applicable) set out in the Distribution Code of its host Public Distribution System Operator.

9.2 Without limiting paragraph 9.1, each Service Provider that is or becomes a DRSC Liable User shall, for the duration of each Instructed Service Period, comply in all respects with the Demand Response Services Code as it refers to Demand Response Active Power Control.

10. **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 Generation Turn Down or Demand Turn Up in accordance with these LCM Service Terms.

11. **Third Party Claims**

11.1 The Service Provider undertakes to NGESO that the availability and delivery of Instructed Service Volumes from any Eligible Asset pursuant to and in accordance with these LCM Service Terms will not at any time during any Instructed Service Period cause the Service Provider to be in breach of or to otherwise be non-compliant with any Connection Agreement and/or any agreement for the supply of electricity or related services to or from the Eligible Asset or any Apparatus and/or Equipment associated with it.

11.2 Notwithstanding paragraph 11.1, in the event that the Service Provider provides Generation Turn Down or Demand Turn Up in accordance with these LCM 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 paragraph 11.1, 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 LCM General Terms and Conditions, all such legal costs and expenses expressed to be the subject of such indemnity shall be treated as direct losses.

11.3 In the event of any such claim referred to in paragraph 11.2 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.

12. **Provision of Other Services**

12.1 The **Service Provider** undertakes to **NGESO** that the availability and delivery of **Generation Turn Down** or **Demand Turn Up** from any **Eligible Asset** pursuant to and in accordance with **LCM Service Terms** will not at any time during any **Instructed Service Period** be impaired or otherwise prejudiced by the **Service Provider’s** performance of any agreement with a third party (including another **Service Provider**) relating to that **Eligible Asset** or any associated **Apparatus** and/or **Equipment**, 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**.

12.2 Notwithstanding paragraph 12.1, and without prejudice to paragraph 12.6, in the event that the **Service Provider** is unable to provide **Instructed Service Volumes** (to any extent) in all or any part of any **Instructed Service Period** for any reason described in paragraph 12.1, then the **Service Provider** shall give a full explanation to **NGESO** when notifying its inability to provide **Instructed Service Volumes** pursuant to paragraph 6.3iv, and **NGESO** may in its absolute discretion (except where paragraph 12.5 applies) suspend the registration of the **Service Provider** pursuant to paragraph 14.1 and/or suspend the registration of the relevant **Eligible Assets** pursuant to paragraph 14.2.

12.3 Subject always to paragraph 12.4, and irrespective of whether or not **NGESO** elects to suspend the registration of the **Service Provider**, 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.

12.4 The amount or amounts for which the **Service Provider** may be liable to reimburse **NGESO** pursuant to paragraph 12.3 in respect of any single **Service Instruction** shall not exceed in aggregate the lesser of (1) two hundred and fifty thousand pounds sterling (£250,000), and (2) an amount equal to the aggregate **Service Payments** in respect of the relevant **Eligible Assets** calculated by reference to all **Instructed Service Periods** in respect of the relevant **Day** (ignoring any periods of unavailability and whether or not declared by the **Service Provider**).

12.5 Where, during any one or more **Settlement Periods** in an **Instructed Service Period**, a **Service Provider** is required under the terms of any agreement with **NGESO** to provide from any **Eligible Asset** any other **Balancing Service** (except with respect to **Reactive Power**) the **Parties** agree and acknowledge that **Generation Turn Down** or **Demand Turn Up** cannot be provided simultaneously with such other **Balancing Service** and to the extent that such service provision either overlaps to any extent with an **Instructed Service Period** and/or is otherwise inconsistent or in conflict with the delivery of **Generation Turn Down** or **Demand Turn Up**, then the relevant **Eligible Assets** shall be deemed unavailable for the purposes of paragraph 7.

12.6 Where, during any one or more **Settlement Periods** in an **Instructed Service Period**, a **Service Provider** is making available and/or delivering services to a third party in breach of paragraph 12.1, then the relevant **Eligible Assets** shall be deemed unavailable for the purposes of paragraph 7.

13. **Communications**

13.1 Any communications required by these **LCM Service Terms** to be given in writing shall, unless required to be uploaded to the **Platform**, be made and deemed to have been received in accordance with paragraph 10 (**Notices**) of the **LCM General Terms and Conditions** save as may be otherwise agreed by the **Parties**.

13.2 All **LCM Declarations**, **Service Instructions** and other notifications from one **Party** to the other required by these **LCM Service Terms** to be made by email or telephone shall be submitted by the relevant **Party** to the other using the email addresses and telephone numbers which, for the **Service Provider**, shall be uploaded to the **Platform** and notified to **NGESO** in accordance with the **Local Constraint Market Guidance Document**, and for **NGESO** shall be as shown below (each as may be updated from time to time by notice in writing pursuant to paragraph 13.1):

**LCM Declarations**: support@piclo.energy;

Acknowledgements of **Service Instructions** to be uploaded to the **Platform**
Notification of unavailability (paragraphs 5.4 and 6.3iv): to be notified to the **Platform Provider** by email: support@piclo.energy

Notification of unavailability out of hours between 23:00 – 07:00 (paragraphs 5.4 and 6.3iv): to be notified to **NGESO**: CTR1.CCTA@nationalgrideso.com

Other operational: commercial.operation@nationalgrideso.com

13.3 The **Parties** consent to the recording of all telephone conversations between them relating in whole or in part to these **LCM Service Terms**, and each **Party** agrees to notify its employees of that consent and obtain their consent to that recording if required by **Law**.

13.4 All emails sent pursuant to these **LCM Service Terms** shall be deemed to be received one (1) hour after the time of transmission (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

14. **Suspension and Termination**

14.1 **NGESO** may, subject to the consent of the **Platform Provider**, suspend the registration of a **Service Provider** with immediate effect by notice in writing to the **Service Provider** in the following circumstances:-

i. where the **Service Provider** is in breach of a warranty or declaration given when registering on the **Platform**; or

ii. where **NGESO** (acting reasonably) determines that one or more **Eligible Assets** is not ready for commercial operation and/or delivery of **Generation Turn Down** or **Demand Turn Up** (and until such time as its capability to deliver **Generation Turn Down** or **Demand Turn Up** is demonstrated to **NGESO**'s reasonable satisfaction which may be by testing); or

iii. where otherwise so provided in these **LCM Service Terms**.

14.2 Without prejudice to paragraph 14.1, where **NGESO** (acting reasonably) determines that the one or more **Eligible Assets** is not ready for commercial operation and/or delivery of **Generation Turn Down** or **Demand Turn Up**, then it may in its absolute discretion suspend the registration of the **Eligible Asset** with immediate effect until such time as its capability to deliver **Generation Turn Down** or **Demand Turn Up** is demonstrated to **NGESO**’s reasonable satisfaction which may be by testing.

14.3 The procurement by **NGESO** of **Generation Turn Down** or **Demand Turn Up** pursuant to these **LCM Service Terms** shall end with effect from such date as **NGESO** may notify to all **Service Providers** such that no **LCM Declarations** shall be capable of being submitted by **Service Providers** to **NGESO** with respect to any **Days** after that date.

14.4 For the avoidance of doubt, the operation of paragraph 14.3 and the ending of procurement by **NGESO** of **Generation Turn Down** or **Demand Turn Up** from the applicable date referred to shall be without prejudice to the rights and obligations of **NGESO** and **Service Providers** under these **LCM Service Terms** accrued as at such date including **Service Payments** falling due with respect to delivery of **Generation Turn Down** or **Demand Turn Up** in **Instructed Service Periods** prior to such date.

15. **Monitoring and Metering Data**

15.1 To enable **NGESO** to monitor the availability and delivery of **Generation Turn Down** or **Demand Turn Up** pursuant to these **LCM Service Terms**, the **Service Provider** shall procure and retain for a period of twelve (24) months the following data (“**Relevant Data**”) for each **Eligible Asset** or group of **Eligible Assets**:-

i. half hourly metered **Output** for each **Settlement Period** in an **Instructed Service Period**, derived from **Relevant Metering**;

ii. half hourly metered **Output** for each of the 24 consecutive **Settlement Periods** falling immediately before and each of the 24 consecutive **Settlement Periods** falling immediately after the **Instructed Service Period**, derived from **Relevant Metering**; and
15.2 The Service Provider shall upload to the Platform all Relevant Data, in the case of paragraphs 15.1i and 15.1ii in respect of each Eligible Asset or group of Eligible Assets utilised by the Service Provider in responding to a Service Instruction by no later than the end of the fifth (5th) Business Day after expiry of that Instructed Service Period, and in all other cases within five (5) Business Days of NGESO’s written (which shall include email) request, in each case in such format as NGESO may specify from time to time.

16. Confidentiality and Market Reports

16.1 Subject always to paragraphs 16.2 and 16.3, the provisions of paragraph 8 (Confidentiality and Announcements) of the LCM General Terms and Conditions shall apply to all and any information provided by NGESO or any Service Provider to the other (whether orally or in writing) pursuant to or in connection with these LCM Service Terms.

16.2 Each Service Provider agrees that NGESO shall be permitted to publish in market reports information related to its participation in procurement of the Local Constraint Service, which information may include:-
   i. the identity of the Service Provider and each of its Eligible Assets from time to time;
   ii. in relation to the relevant Eligible Assets, the Instructed Service Volume for each Settlement Period in each Instructed Service Period and Ramping Rates, delivery method and technology type;
   iii. the Service Utilisation Fee submitted by the Service Provider for each Settlement Period and periods of availability; and
   iv. for the duration of each Instructed Service Period.

16.3 Without prejudice to paragraph 16.2, and for the purposes of facilitating proper coordination, operation and management of the System, NGESO shall further be permitted to disclose to Public Distribution System Operators the contents of LCM Declarations (except Service Utilisation Fees), together with Instructed Service Volumes and delivery method (being either Generation Turn Down or Demand Turn Up), which for the avoidance of doubt may be on a locational and non-anonymised basis (including by MPAN).

16.4 All and any information provided by NGESO to Service Providers for the purpose of these LCM Service Terms, including in the market reports referred to in paragraph 16.2, is provided in good faith, but no representation or warranty is given by NGESO (or any of its employees, offers agents or advisers) as to the accuracy or completeness of such information.

17. ABSVD

17.1 For the purposes of the ABSVD Methodology Statement, the Service Provider hereby consents (where applicable for and on behalf of the Lead Party of all relevant BM Units) to all and any energy volumes associated with delivery of Generation Turn Down or Demand Turn Up pursuant to these LCM Service Terms not being included within the Applicable Balancing Services Volume Data save to the extent the relevant Meter Points are Half-Hourly Settled, in which case energy volumes will be included within the Applicable Balancing Services Volume Data.

17.2 Where and for so long as NGESO and/or Elexon is unable to facilitate the treatment of the Local Constraint Service as an Applicable Balancing Service, NGESO shall so notify all Service Providers and for such period the Energy Imbalance Cashflows attributable to the relevant energy volumes shall be settled between the Parties in the Monthly Statement issued by NGESO in accordance with paragraph 4 (Payments) of the LCM General Terms and Conditions, on the basis that amounts attributable to Energy Imbalance Cashflow which are payable by the Service Provider shall be reimbursed to the Service Provider by NGESO and amounts attributable to Energy Imbalance Cashflow which are receivable by the Service Provider shall be paid by the Service Provider to NGESO. For such purpose, the Service Provider shall provide to NGESO reasonable evidence of its liability (or entitlement) to amounts attributable to Energy Imbalance Cashflows in its commercial arrangements with the relevant Lead Party.