

Pool Supplement

Introduction

The Pool Supplement sets out:

- (a) provisions for final settlement relating to trading under the Pooling and Settlement Agreement (P&SA) up to the introduction of the new wholesale trading arrangements on 27th March 2001 (i.e. largely reconciliation);
- (b) provisions for the satisfaction, performance and discharge of certain other rights and obligations of Pool Members accrued under the P&SA;
- (c) the arrangements under which provisions in the P&SA are treated as applying between Parties;
- (d) the Panel and ELEXON's roles and responsibility in relation to these matters.

The P&SA does not apply in relation to Pool Run-off, however the P&SA will continue to apply in relation to matters other than Pool Run-off that are contained within the P&SA, until such time as it is terminated by parties to the P&SA.

Persons who are not Parties (to the BSC) but are Pool Members are (through the Implementation Scheme) bound by the provisions of the Pool Supplement.

Incorporation of P&SA Provisions

Generally speaking the Pool Provisions are the P&SA including the Pool Rules, the Service Lines and Supplier Service Lines, the Agreed Procedures and the Codes of Practice. The Pool Provisions are deemed to be incorporated into the BSC to the extent that they are required to give effect to Pool Run-off, and to the extent that they are required to give effect to the accrued rights and liabilities of Pool Members related to Pool Run-off which arose before the Pool Run-off Date under the P&SA. Incorporating the Pool Provisions in the BSC has the effect of treating them as if they were written directly into the Pool Supplement, and they have effect under the Pool Supplement.

A modification of the Pool Supplement (using the BSC modifications process outlined in Section F) can include a modification of the Pool Provisions. However, for those Pool Provisions that are Subsidiary Pool Provisions (the Service Lines and Supplier Service Lines, the Agreed Procedures and the Codes of Practice), these are treated as Code Subsidiary Documents and can be modified following the process for modification of Code Subsidiary Documents outlined in [Section F](#).

Accrued debts and credits and related rights and liabilities under the P&SA which were undischarged at the Pool Run-off Date and which arose as a result of trading under the P&SA prior to the introduction of the new wholesale trading arrangements on 27th March 2001, or from the resolution of disputes or resulted from any of the things listed in Part B of the Annex to the Pool Supplement, are treated as if they were constituted under and are governed by the Pool Supplement.

Run-off Arrangements

ELEXON (or ELEXON shall ensure that its' Subsidiary, Poolserco Limited) manages the Pool Contracts for the benefit of Pool Members. Where a Pool Contract is also a BSC Agent Contract ELEXON manages the contract for the benefit of both Trading Parties (in accordance with [Section E](#) and other relevant provisions of the BSC) and Pool Members (in accordance with the Pool Supplement and any related provision of the P&SA). If there is any conflict between these two sets of beneficiaries in the management of the contract, the Panel determines the principles or arrangements to apply which are appropriate and are consistent with the Pool Transfer Deed and the Implementation Scheme.

A Pool Contract includes the contracts which constitute the BSC Agent Contracts with the Supplier Volume Allocation Agent (SVAA), the Profile Administrator, the Technical Assurance Agent (TAA), the Teleswitch Agent and the BSC Auditor. Other Pool Contracts include any contract which ELEXON (or any of its subsidiaries) has (with Panel approval) entered into for the provision of services in connection with Pool Run-off equivalent to services provided by the Settlement System Administrator or the Pool Funds Administrator under the P&SA, or any other contract which the Panel approves as a Pool Contract and has been entered into by or on behalf of Pool Members for the provision of services associated with Pool Run-off.

The powers, duties and functions of the Panel and ELEXON under the BSC include any specific powers, duties or functions that they are assigned in the Pool Supplement for so long as the Pool Supplement applies.

Pool Members must take all reasonable steps to ensure that Meter Operator Parties and Externally Interconnected Parties take actions required to give effect to Pool Run-off in accordance with the Pool Supplement.

ELEXON continues to act as Chief Executive for the purposes of the P&SA and costs incurred by ELEXON associated with the implementation of the P&SA (which do not arise as a result of Pool Run-off under the Pool Supplement) are funded by Pool Members.

Any Pool Member or Pool Members can request that the Pool Auditor undertakes an Ad-Hoc Audit (at the cost of Pool Members) of any matter falling within the scope of Pool Run-off.

ELEXON maintains (or ensures the maintenance of) all reports, records, data and other information that it has or that comes from Pool Agents relating to matters under the P&SA and that are the subject of the Pool Supplement. ELEXON must make such information available to Pool Members on the terms that they are entitled to them under the P&SA and to the Pool Auditor to the extent that it is entitled to this information under the Pool Auditor Contract.

Annex to Pool Supplement

Part A of the Annex to the Pool Supplement contains general provisions relating to the Pool Provisions. For example, references to the Executive Committee and its members, to Pool Members and to Pool Member classes in general meeting, will be construed as references to the Panel. References to the Chief Executive are construed as references to ELEXON and references to the Performance Assurance Board (PAB) are construed as references to the Panel or Panel Committee acting as the PAB under the BSC. Part A also lists provisions and schedules of the P&SA that are disregarded for the purposes of Pool Provisions under the Pool Supplement.

Part B of the Annex to the Pool Supplement lists other arrangements under the P&SA that do not arise directly as a result of trading under the P&SA but are related and are treated as being part of Pool Run-off for the purposes of the Pool Supplement.

Need more information?

For more information please contact the **BSC Service Desk** at bscservicedesk@cgi.com or call **0370 010 6950**.

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