
Explicit Day Ahead and Intraday Nomination Rules

[date to be inserted]



national**grid**

TITLE 1
General provisions

Article 1
Subject matter and scope

1. These Day Ahead and Intraday Nomination Rules (“DA and ID Nomination Rules”) set out:
 - a. The terms for use of Day Ahead Capacity allocated under the Shadow Allocation Rules; and
 - b. the terms for use of Intraday Transmission Rights allocated under the Intraday Access Rules.

Article 2
Definitions and interpretation

1. Capitalised terms used in these DA and ID Nomination Rules shall have the meaning given to them in either Article 2 of Regulation (EC) 714/2009, Article 2 of Regulation (EC) 2013/543, Article 2 of Regulation (EC) 2015/1222, Article 2 of Directive 2009/72/EC, Regulation (EU) 2016/1719 (or any amendment or successor to such legislative provisions) or in the Shadow Allocation Rules or Intraday Access Rules (together, the Allocation Rules) as the case may be, as set out in the table below.

Business Rules	Those additional terms and conditions as set out in the Annex to these DA and ID Nomination Rules
Contract Day	In relation to a Contract Day D, means a period of 24 hours commencing at 00:00 CET or CEST hours on day D.
Deemed Metered Volumes	For each Settlement Period, the Deemed Metered Volume of each PTR Holder for a direction is equal to the maximum between 0 and the net of the Long-Term and where applicable Daily and where applicable Intraday Mid-Interconnector Nominations (as amended by any curtailment) of that PTR Holder for that Settlement Period integrated over the Settlement Period.
Energy Accounts	The declared energy volume of a balance responsible party used for the calculation of its imbalance.
Information System Rules	Rules related to the technical use of the Nomination Platform as referred to in the Nomination Participation Agreement and published on the websites of the relevant TSOs.
Intraday Access Rules	The Access Rules for Intraday Capacity Allocation as adopted for use on either or both of the IFA and IFA 2 interconnectors as the case may be
Mid-Interconnector Nomination	Means Mid-Channel Nomination.
Nomination Gate	One of the relevant time periods in which a PTR Holder is able to Nominate its respective Explicit Day Ahead and Intraday PTRs, timings of which are defined within Article 6 of this Proposal.
Nomination Participation Agreement	The binding agreement, between a market participant and the relevant TSO(s) responsible for a particular Interconnector and which incorporates the Long Term Nomination Rules, these DA & ID Nomination Rules, the Information System Rules and all other aspects of the Nomination Platform.

Nomination Platform	The relevant system used by PTR Holders to Nominate PTRs on the relevant Interconnector.
PTR Holder	A Registered Participant which has been allocated explicit Day Ahead and/or Intraday PTRs under the Allocation Rules
Registered Participant	A market participant which has entered into a Nomination Participation Agreement.
Settlement Period	The time unit for which a balance responsible party's imbalance is calculated, in each respective imbalance area.
Shadow Allocation Rules	This means the JAO Shadow Allocation Rules for day ahead explicit fallback allocation, pursuant to the Channel TSOs proposal for fallback procedures.

TITLE 2

Nomination Rules

Article 3

Entitlement of a PTR Holder to nominate electricity exchange schedules

1. In order to Nominate PTRs, a PTR Holder must have a signed and completed Nomination Participation Agreement along with evidence of the following:
 - a. its accession to a Use of System Interconnector Agreement with National Grid Electricity Transmission Plc and the Framework Agreement established under the Connection and Use of System Code;
 - b. its accession to the Framework Agreement as defined in the Balancing and Settlement Code (BSC) together with full details of the Production and Consumption Interconnector BM Units registered to the PTR Holder under the BSC;
 - c. Entry into an Accord de Participation with RTE Réseau de Transport d'Electricite.

Article 4

Minimum technical requirements to Nominate

1. PTR Holders must comply at all times with the applicable Information System Rules as published by the TSOs on their websites.
2. The Nomination Platform is a web-based application, therefore the minimum technical requirement for a PTR Holder to Nominate is to have internet access.

Article 5

Description of the Nomination process

1. PTR Holders are entitled to Nominate PTRs acquired pursuant to the Shadow Allocation Rules and Intraday Auction Rules. Such Nominations shall be issued at Mid-Interconnector and on a per direction and per Market Time Unit basis. The Nominations are subject to the terms and conditions of these Nomination Rules and as specified in the relevant Allocation Rules (including curtailment).
2. All Nominations shall be made in accordance with the Business Rules. In the event of any conflict between the Business Rules and the main body of these DA and ID Nomination Rules then the Business Rules shall prevail.

3. PTR Holders will only be entitled to nominate Explicit Day Ahead and/or Intraday PTRs allocated under the Shadow Allocation Rules or Intraday Auction Rules to the extent provided for under these DA & ID Nomination Rules.
4. For each hour in a Contract Day for which a Rights Document has been issued by the Allocation Platform, each PTR Holder may nominate the PTR on the Nomination Platform at mid-interconnector (as defined in the applicable Business Rules) up to but not exceeding the amount set out in the Rights Document in the relevant direction for that hour (“**Mid-Interconnector Nomination**”).
5. For the avoidance of doubt, the Nomination Platform will reject a Nomination in its entirety for the Contract Day where the corresponding Mid-Interconnector Nomination(s) in one or more hours exceed(s) the PTR Holder’s rights set out in the applicable Rights Document(s).
6. The Mid-Interconnector Nomination for each hour in the Contract Day must be expressed in whole MW, with a single value, greater than or equal to zero, for each hour.
7. Mid-Interconnector Nominations of Day Ahead PTRs shall not be subject to any modification by the PTR Holder after the Nomination Gate.
8. Mid-Interconnector Nominations of Intra-Day PTRs may be modified by the PTR Holder in subsequent Nomination Gates prior to the applicable UIOLI Deadline. For the avoidance of doubt Nominations of Intra-Day PTRs shall not be subject to modification after the applicable UIOLI Deadline.
9. In the absence of a Nomination by a PTR Holder in a direction, the corresponding Mid-Interconnector Nominations are assumed to be equal to zero.
10. Each PTR Holder may authorise a third party to submit Nominations on its behalf and the Nomination Platform shall accept such third party Nominations provided that a) they are made in accordance with these Nomination Rules; and b) such third party complies at all times with the requirements identified in Article 3(a – c) of these Nomination Rules. Any PTR Holder which authorises a third party to Nominate on its behalf shall procure that the third party complies with these Nomination Rules in its access of the Nomination Platform.

Article 6

Nomination timings

1. PTR Holders can submit Explicit Day Ahead and/or Intraday Mid-Interconnector Nomination in accordance with the Business Rules.
2. Under exceptional circumstances Registered Participants will be informed at the earliest opportunity of new timings where these situations arise at the earliest opportunity.
3. All timings in these DA & ID Nominations Rules are CET, unless stated otherwise.

Article 7

Format of nomination and communication

1. Each Registered Participant must notify its Nominations electronically to the Nomination Platform. The Nomination Platform supports two ways of communication of Nominations:
 - Web form interface;

- Web services communication.
2. Nominations shall be submitted in the formats specified by the relevant TSO(s) in the Information System Rules and pursuant to any other technical requirements provided via the Nomination Platform to the Registered Participants.
 3. The Nomination Platform will acknowledge receipt of each Nomination to the relevant Registered Participant by a message indicating that the Nomination has been correctly registered.
 4. Only Nominations confirmed via the Nomination Platform (or by a TSO pursuant to Article 7 paragraph 5) as correctly registered shall be valid.
 5. Notwithstanding Article 7(1), in the event of a problem of communication between a PTR Holder and the Nomination Platform or in the event of technical issues affecting the operation of the Nomination Platform, the PTR Holder may contact the single point of contact of the relevant Interconnector (as determined by the relevant TSO(s)) to request, in respect of Nominations periods for which Nomination Gate closure has not occurred, the possibility to send applicable Nominations by email.

TITLE 3

Miscellaneous

Article 8

Effective date and application

1. The Nomination Rules described in this document shall apply following the earliest of either:
 - a. the issuing of the Day-Ahead Rights Documents by the Joint Allocation Office S.A..
 - b. any date specified by the relevant TSOs, giving no less than 28 days prior written notice.

Article 9

Additional Nomination Information

1. Cancellation of a Nomination Gate:
 - a. Should the Nomination Platform cancel a Daily Nomination Gate, the PTR Holder's corresponding Physical Transmission Rights set out in the Rights Document will be compensated at a price equal to the maximum of (a) 0€/MWh and (b) the Mid Channel Day Ahead Market Spread in the direction of PTRs.
 - b. Should the Nomination Platform cancel an Intraday Nomination Gate, the PTR Holder's corresponding PTRs set out in the Rights Document will be compensated at the price of the Units corresponding to such rights. For the avoidance of doubt, where a PTR can be nominated during several Nomination Gates, such compensation shall only be considered after the last Nomination Gate where that IntePTR can be nominated.
 - c. Notwithstanding the above paragraph (b) of this Article 9(1), where the cancellation of an Intraday Nomination Gate is due to a national time change notified to the Registered Participant 3 days in advance by the Nomination Platform, the PTR Holder's corresponding PTRs will not be compensated.

2. Treatment of Nominations following curtailment:
 - a. In case of curtailment due to an emergency situation or Force Majeure ahead of the relevant Daily Nomination Gate closure or Intraday Nomination Gate closure, the Rights Documents will be updated and the following will apply:
 - i. Where a PTR Holder has already issued a Nomination above its updated Rights Document, the Nomination Platform will automatically reduce the Nomination in line with the updated Rights Document and inform the PTR Holder of such reduction.
 - ii. Where a PTR Holder has not issued a Nomination above its updated Rights Document, then the original Nomination will be retained.
 - iii. Where a PTR Holder has not issued a Nomination and in the case of Nomination after receipt of the updated Rights Document, then the normal Nomination process shall apply.
 - b. In the event of curtailment due to an emergency situation or Force Majeure after the relevant Daily Nomination Gate closure or Intraday Nomination Gate closure the nominations submitted by the PTR Holders may be curtailed in accordance with the procedure described in the Shadow Allocation Rules and/or Intraday Auction Rules for such Interconnector.
3. Default Nominations:
 - a. Default Nominations can be activated by a PTR Holder for Day Ahead and/or Intraday Nominations. Where a default Nomination is activated, all Mid-Interconnector Nominations would be automatically generated at the value set out in the Rights Document for each hour of that Contract Day.
 - b. The registered default Nomination is considered as a schedule of Mid-Interconnector Nomination submitted by a PTR Holder at the opening of the Nomination Gate. This Mid-Interconnector Nomination is considered as valid once confirmed as such by the Nomination Platform or by the relevant TSO(s).
 - c. A PTR Holder may modify the Mid-Interconnector Nomination resulting from the default Nomination within the Nomination Gate in accordance with the normal Nomination process.
 - d. A PTR Holder may deactivate its default Nomination on the Nomination Platform at any time. Where such deactivation is received by the Nomination Platform after the opening of the Nomination Gate, any existing valid Mid-Interconnector Nomination resulting from a Default Nomination remains unchanged.
4. Deemed Metered Volumes:
 - a. When a PTR Holder submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses and for any reductions in Mid-Interconnector Nominations as a result of curtailment pursuant to the Allocation Rules, is allocated to the relevant PTR Holder using the allocation rules in the applicable Business Rules.

Article 10 Amendment

1. Any amendment to these DA & ID Nomination Rules shall be subject to approval by the relevant national regulatory authorities.

Article 11 Liability

1. Each TSO and each PTR Holder is solely and individually responsible for the fulfilment of any obligation they undertake or are subject to and which arises from or is in connection with the these DA & ID Nomination Rules and the Nomination Participation Agreement.
2. Subject to any other provisions of the Nomination Rules each TSO shall only be liable for damages caused by:
 - a) fraud, gross negligence or wilful misconduct.
 - b) death or personal injury arising from its negligence or that of its employees, agents or subcontractors.
3. A PTR Holder shall indemnify and keep indemnified each TSO and its officers, employees and agents from and against any and all loss or liability (including legal costs) related to a damage that it has caused, which (i) any of them may suffer or (ii) incur by reason of any claim by any third party on account of any and all loss (whether direct or indirect) suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with the Nomination Rules and the PTR Holder's use of the Nomination Platform (including any use by a third party authorised by such PTR Holder pursuant to Article 5(10)).
4. Each TSO and each PTR Holder acknowledges and agrees that it holds the benefit of paragraph 3 of this Article for itself and as trustee and agent for its officers, employees and agents.
5. The PTR Holder shall be solely responsible for its participation in Nominations including but not limited to the following cases:
 - a) the timely submission of Notifications by the PTR Holder;
 - b) technical failure of the information system on the side of the PTR Holder preventing the communication via the channels foreseen in accordance with these DA & ID Nomination Rules.
6. PTR Holders shall not be entitled to compensation for breach of these DA & ID Nomination Rules other than the remuneration described in Article 9(1) of these DA & ID Nomination Rules and for damages relating to those causes set out in paragraph 2 above.
7. In addition to paragraph 3 of this article, the PTR Holder shall be liable to each TSO with respect to any sanctions, penalties, or charges that may be imposed by financial authorities on the applicable TSO(s) for incorrect tax treatment due to wrong or incomplete information provided by the Registered Participant.
8. This Article survives the termination of the PTR Holder's Nomination Participation Agreement.

Article 12

Dispute Resolution

1. Without prejudice to paragraphs 6 and 7 of this article, where there is a dispute the TSO(s) and the PTR Holder shall first seek amicable settlement through mutual consultation pursuant to paragraph 2 below. For this purpose, the party raising the dispute shall send a notification to the other party indicating:
 - a) the existence of a Nomination Participation Agreement between the disputing parties;
 - b) the reason for the dispute; and
 - c) a proposal for a future meeting, physical or not, with a view to settle the dispute amicably.
2. The Parties shall meet within twenty (20) Working Days after the matter has been referred to them and seek to resolve the dispute. If no agreement is reached or no response received within a period of thirty (30) Working Days from the date of the aforementioned notification, either Party may refer the matter to the senior management of the Parties to resolve the dispute pursuant to paragraph 3.
3. The senior representative of each of the TSOs and the PTR Holder with authority to resolve the dispute shall meet within twenty (20) Working Days of a request to meet and seek to resolve the dispute. If the representatives are unable to resolve the dispute within twenty (20) Working Days of the meeting or such longer time as may be agreed then the dispute shall be determined by arbitration in accordance with paragraph 4.
4. Where a dispute is to be referred to arbitration under paragraph 3, either the TSO or the PTR Holder may give notice to the other stating the nature of the dispute and referring the dispute to arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC). The arbitration shall be conducted before one (1) arbitrator to be nominated upon agreement of the Parties unless a Party requests the appointment of three (3) arbitrators. In case of one (1) arbitrator, the Parties shall agree on the nomination of the arbitrator within two (2) months after the notice was given by the Party referring the dispute to arbitration. If no agreement can be found, the arbitrator shall be appointed by the ICC Court. In case of three (3) arbitrators the claimant shall nominate one (1) arbitrator and the respondent shall nominate one (1) arbitrator. The arbitrators nominated by each Party shall then nominate the chairman of the arbitral tribunal within three (3) Working Days from the confirmation of the appointment of the second arbitrator by the respondent. If the arbitrators nominated by each party cannot agree on the appointment of the chairman, the chairman shall be appointed by the ICC Court. The arbitration shall take place in the location of one of the TSOs premises unless otherwise defined in the Nomination Participation Agreement and in accordance with the governing law of these Nomination Rules while the language of the arbitration proceedings shall be English. The emergency arbitrator provisions according to the Rules of Arbitration of the Chamber of Commerce shall not apply but the interim or injunctive relief measures under the governing law shall apply.
5. Arbitration awards shall be final and binding on the TSO(s) and the relevant PTR Holder as from the date that they are made. The TSO and the Registered Participant shall carry out any award of an arbitration relating to any dispute without delay and each waive their right to any form of appeal or recourse to a court of law or other judicial authority, in so far as such waiver may validly be made.

6. Notwithstanding paragraphs 3 and 4 of this Article, the parties may jointly agree to apply court proceedings instead of arbitration to settle a dispute arisen in connection with the Nomination Rules.
7. The Parties agree that proceedings referred to in paragraph 6 may be brought in any competent court to hear such claim. The PTR Holder irrevocably waives any objection which it may have now or hereafter regarding the venue of such proceedings in any competent court and any claim that any such proceedings have been brought in an inconvenient forum.
8. Notwithstanding any reference to amicable settlement, or arbitration under this Article, the TSO and the Registered Participant shall continue to perform their respective obligations under the Nomination Rules and the PTR Holder's Nomination Participation Agreement.
9. This Article survives the termination of the Registered Participant's Nomination Participation Agreement.

Article 13 **Force Majeure**

1. A TSO or a PTR Holder, which invokes Force Majeure, shall promptly send to the other party a notification describing the nature of Force Majeure and its probable duration and shall continue to furnish reports with respect thereto with reasonable frequency during the period of Force Majeure. The party invoking the Force Majeure shall make every possible effort to limit the consequences of the Force Majeure.
2. The affected obligations, duties and rights of a party subject to Force Majeure shall be suspended from the beginning of Force Majeure, with the exception of the confidentiality provisions in accordance with Article 15.
3. Suspension under paragraph 2 is subject to the following:
 - a) suspension will be of no greater scope and of no longer duration than is required by the Force Majeure;
 - b) the suspension applies only for so long as the Party invoking to Force Majeure is using reasonable efforts to remedy their inability to perform.
4. The consequences of a Force Majeure event, which is not subject to any discussion or litigation between a TSO and the PTR Holder, are
 - the party invoking Force Majeure cannot be held responsible to pay compensation for any damage suffered, due to the non-performance or partial performance of all or any of its obligations under the Nomination Rules during the Force Majeure and when such non-performance or partial performance is due directly to Force Majeure;
5. If the Force Majeure continues for a period longer than six (6) months, each TSO or each PTR Holder may, by notice to the other given at any time while the Force Majeure continues beyond that period, unilaterally terminate the Nomination Participation Agreement. The termination shall take effect ten (10) Working Days after the notice is given or any later date specified in the notice.

Article 14 **Notices**

1. Unless otherwise expressly provided in the Nomination Rules, all notices or other communications shall be in writing between each TSO and each PTR Holder and shall be sent to the email address and if not possible, by letter and marked for the attention of the other Party's representative as set out in the applicable Nomination Participation Agreement.
2. All notices or other communications shall be given by letter delivered by hand against receipt or sent by registered mail or courier in the following cases:
 - a) the conclusion of the Nomination Participation Agreement;
 - b) the suspension and termination of the Nomination Participation Agreement.
3. All notices or other communications shall be deemed to have been received:
 - a) in the case of delivery by hand, when delivered against receipt; or
 - b) in the case of recorded delivery prepaid post, on the day following the recorded day of delivery; or
 - c) in case of facsimile, on acknowledgement of receipt by the addressee's facsimile receiving equipment; or
 - d) in the case of email, when delivered to the other party but only if an acknowledgement of receipt is requested and obtained by the party sending the e-mail.
4. If a notice or other communication has been received outside normal Working Hours on a Working Day, it is deemed to have been received at the opening of business on the next Working Day.

Article 15 Confidentiality

1. The Nomination Participation Agreement and any other information exchanged relating to its preparation and the application of a market participant shall be considered as confidential.
2. Each TSO and each PTR Holder who is a recipient of confidential information in relation to these Nomination Rules shall preserve the confidentiality of such information and shall not directly or indirectly reveal, report, publish, disclose, transfer or use any item of the confidential information otherwise than for the purpose for which it was disclosed.
3. Notwithstanding paragraph 2 of this Article, each TSO or a PTR Holder may disclose confidential information of the disclosing party to a third party with the other party's prior consent expressed in writing and subject to the condition that the receiving party has given assurance that such third party is bound by equivalent confidentiality obligations as set out in the Nomination Rules directly enforceable by the other party.
4. Notwithstanding paragraph 2 of this Article each TSO or a PTR Holder may disclose confidential information of a disclosing party:
 - a) to the extent expressly permitted or contemplated by the Nomination Rules;
 - b) to any person who is one of the directors, officers, employees, agents, advisers or insurers of the recipient and who needs to know the confidential information in connection with the Nomination Rules;

- c) as far as required in order to comply with applicable national or EU legislation such as, but not limited to, REGULATION (EU) No 1227/2011 and REGULATION (EU) No 543/2013 or any other relevant European or national regulatory, legislative or administrative acts such as grid codes;
 - d) as far as required by a competent regulatory authority, court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the recipient is a party;
 - e) as may be required by the relevant TSOs for the proper fulfilment of their mission and their obligations in accordance with applicable laws and these Nomination Rules by themselves or through agents or advisers; or
 - f) as far as required in order to obtain clearances or consents from a competent authority (including the National Regulatory Authorities).
5. Moreover, the obligations arising from this Article shall not apply:
- a) if the party which receives the information can prove that at the time of disclosure, such information was already publicly available;
 - b) if the receiving party provides proof that, since the time of disclosure, the said information has been legally received from a third party or has become publicly available;
 - c) to confidential information communicated, in accordance with the legal and regulatory provisions, in an incorporated form from which no item of information specific to a market participant can be deduced;
 - d) to information whose publication is explicitly provided for by the present Nomination Rules.
6. The obligations of confidentiality in this Article shall remain valid for a period of five (5) years after termination of a PTR Holder's Nomination Participation Agreement.
7. The signature of a Nomination Participation Agreement and the exchange of confidential information do not confer any rights to patents, knowledge or any other form of intellectual property concerning information or tools made available or sent by one Party to the other under the terms of the Nomination Rules.

Article 16

Assignment and Subcontracting

1. Each TSO may assign, novate or otherwise transfer any of its rights or obligations under a Nomination Participation Agreement or the Nomination Rules to another party. The TSO shall notify an affected PTR Holder of the change by sending an email with acknowledgment of receipt as soon as possible and in any event at least ten (10) Working Days before the date on which the change takes effect.
2. A PTR Holder may not assign, novate or otherwise transfer any of its rights or obligations under its Nomination Participation Agreement(s) or the Nomination Rules without the prior written consent of the relevant TSO(s).

3. Nothing in this Article shall prevent a TSO or PTR Holder from entering into a subcontracting agreement in relation to the Nomination Rules. Entry into a subcontracting agreement by a PTR Holder does not relieve the Registered Participant of any obligation or liability under its Nomination Participation Agreement(s) or the Nomination Rules.

Article 17

Intellectual Property

No party shall acquire any right, title, licence or interest in or to any intellectual property rights of the other party in connection with the Nomination Rules.

Article 18

Relationship of the Parties

1. The relationship of each TSO and the PTR Holder via the applicable Nomination Participation Agreement is that of service provider and service user respectively. Except as expressly provided in the Nomination Rules, nothing contained or implied in the Nomination Rules constitutes or is deemed to constitute a TSO or a Registered Participant, the partner, agent or legal representative of the other for any purpose whatsoever or to create or be deemed to create any partnership, agency or trust between a TSO and a PTR Holder.
2. The PTR Holder acknowledges that neither a TSO nor any person acting on behalf of or associated with a TSO makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of the Nomination Rules, the Nomination Participation Agreements or the disclosed information or otherwise in relation to or in connection with the Nomination Rules, the Nomination Participation Agreements and the disclosed information or arrangement contemplated by the Nomination Rules, the Nomination Participation Agreements and the disclosed information except as specifically provided in these Nomination Rules or a Nomination Participation Agreement.

Article 19

No Third Party Rights

Each TSO and each PTR Holder acknowledges and agrees that a person who is not a party to the applicable Nomination Participation Agreement between them, including any other market participant, has no rights to enforce the Nomination Rules or the applicable Nomination Participation Agreement as between the TSO and the PTR Holder.

Article 20

Waiver

1. No omission to exercise or delay in exercising any right, power or remedy provided by law or under the Nomination Rules shall impair or constitute a waiver of such or any other right, power or remedy. No single or partial exercise of any such right, power or remedy precludes or impairs any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under the Nomination Rules.
2. Any waiver of any right, power or remedy under the Nomination Rules must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver is effective only in the instance and only for the purpose for which it is given.

Article 21
Remedies Exclusive

The rights and remedies provided by the Nomination Rules and the applicable Nomination Participation Agreement to each TSO and each PTR Holder are exclusive and not cumulative and, to the extent permissible by law, shall exclude and be in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by law or statute in respect of the subject matter of the Nomination Rules and the applicable Nomination Participation Agreement. Accordingly, each TSO and each PTR Holder hereby waives to the fullest extent possible all such rights and remedies provided by law or statute, and releases each other of them if it is liable to any other of them, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by law or statute in respect of the matters dealt with in the Nomination Rules and the Nomination Participation Agreement and undertakes not to enforce any of the same except as expressly provided herein.

Article 22
Language

1. The reference language for these Nomination Rules shall be English. For the avoidance of doubt, where TSOs need to translate these Nomination Rules into their national language(s), in the event of inconsistencies between the English version published by TSOs on their website and any version in another language the relevant TSOs shall, in accordance with national legislation, provide the relevant NRAs with an updated translation of the Nomination Rules.

Article 23
Governing Law

1. These Nomination Rules and any non-contractual obligations arising out of or in connection with them will be governed by English law.

Annex 1
Business Rules for IFA and IFA2 Interconnectors
Day Ahead Business Process

- 1. Day-Ahead Business Process when Explicit Daily Auctions are invoked prior to the Implicit Daily Auction Window:**
 - a. PTR Holders can submit Daily Mid-Interconnector Nominations (MINs) of Daily Units for the Contract Day D, from opening of the gate for Daily MINs at 12:05 on the day D-1 until Daily MINs gate-closure at 14:00 on day D-1, in accordance with these Nomination Rules.
- 2. Day-Ahead Business Process when Explicit Daily Auctions are invoked during the Implicit Daily Auction Window**
 - a. PTR Holders can submit Daily Mid-Interconnector Nominations of Daily Units for the Contract Day D, from opening of the gate for Daily MINs no later than twenty (20) minutes after the publishing of the Final Results of the Explicit Daily Auction on day D-1 up to a latest Daily MINs gate-closure of 15:30 on day D-1, in accordance with these Nomination Rules.

Intra-day Business Process

- 1. Intraday Nomination Timings:**
2. No later than 00:00 on Contract Day D, the responsible TSOs for each interconnector shall publish on their websites details of the applicable Nomination Gates for each Contract Day D. Such details shall include the gate opening and closure times for each Nomination Gate, the Product Period to which each such Nomination Gate is applicable; and any Nomination Gate which constitutes a UIOLI Deadline. For the avoidance of doubt, in the absence of any amendment the Nomination Gate details published for the previous Contract Day shall apply to Contract Day D.
3. There will be not more than twenty four (24) Nomination Gates in one Contract Day.

Deemed Metered Volume Allocation

1. Introduction

When a PTR Holder submits a valid Mid-Interconnector Nomination, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the Interconnector and for any reductions in Mid-Interconnector Nominations as a result of curtailment, is allocated to the relevant PTR Holders using the Deemed Metered Volume allocation rules set out in this annex.

2. Losses

The physical flow on each interconnector is subject to losses. For each interconnector the Nomination Platform will apply a Loss Factor (“LF”) to calculate each PTR Holder’s share of the

losses in accordance with paragraph 3 of this Annex. The Loss Factor is symmetrical between Mid-Interconnector and either end of the Interconnector.

The Loss Factor to be applied is published on the relevant TSO(s) websites. If there is a requirement to change the Loss Factor at any time, then PTR Holders shall be notified at least five (5) working days before the change is to take effect.

3. Adjustment for losses

For the purposes of the Balancing and Settlement Code, the Nomination Platform will send to the Settlement Administration Agent (as defined in that Code) a program called BM Unit Metered Volume expressed in kWh at the relevant GB onshore grid connection point in half-hourly points and calculated by this formula:

a. for a BM Unit in the direction from France to England:
 $BMUMV = (1-LF) * DMV$; and

b. for a BM Unit in the direction from England to France:

$BMUMV = (1+LF) * DMV$.

For the purpose of the RTE Settlement Arrangements and for an export from France to England, the Nomination Platform will send to RTE (in its capacity as Transmission System

Operator) a program called “Programme d'Export France” expressed in kWh at the relevant French onshore grid connection point in half-hourly points and calculated by this formula:

$$PEM = (1+LF) * DMV$$

For the purpose of the RTE Settlement Arrangements and for an import from England to France, the Nomination Platform will send to RTE a program called “Programme d'Import France” expressed in kWh at the relevant French onshore grid connection point in half-hourly points and calculated by this formula:

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

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