



DOCUMENT VERSION CONTROL

SSEN Version	Date	Changes
0	December 2023	Refer to corrections log Flexibility Services Document Library - SSEN
1	January 2024	Refer to corrections log Flexibility Services Document Library - SSEN
2	February 2024	Refer to corrections log Flexibility Services Document Library - SSEN



Service Terms – SSEN Active Power Services (Manual Operation)

1. Introduction

The transition to net zero is expected to increase overall electricity consumption as heating and transportation moves to electric sources.

With the generation of electricity from renewables close to the sources of consumption, the Company is experiencing increasing peak demands and a change in power flows from the traditional one-way power flow to bi-directional flows.

At the same time, the take up of new technologies and solutions such as electric vehicles, electric heating, and energy storage is increasing. These changes are leading to significant increases in peak demand that create constraints on some parts of the Company's electricity distribution network.

With all these changes, the Company (like the other Distribution Network Operators), is preparing for significant growth in the use of Flexibility Services to help manage the network in a cost-effective way. The Company is procuring flexibility to ensure the power flow on its network remains within its capacity. The ability to shift power generated or consumed to alter the power flow on particular lines means the Company gets the best use out of its network. For example, by reducing the peak power consumption and spreading this over different parts of the day, overall, the network is being used more and the Company is reducing the need for carrying out capital intensive reinforcement projects.

To aid our transition to decarbonisation, the Company procures flexibility Services from service providers to manage forecast network limitations, planned or unplanned outage events.

A variety of Flexibility Services may be required by the Company from Providers from time to time. These are detailed in *Table 1*.

The active power services the Company procures are named Sustain, Secure, Dynamic and Restore, the parameters of which are broadly aligned with industry wide [open networks](#) standard definitions.

The Company may invite the Provider to bid to provide such Services from its DER or instruct the Provider to do so in accordance with the terms of the Overarching Agreement, including but not limited to these Service Terms.

These Service Terms describe how the Company will manage its requirements for the following "Active Power Flexibility Services" and how the Provider shall respond. These Service Terms represent the manual process of requesting and committing to availability as described in *Table 1* below.

For information, the Company's conditions of contract and Service Terms for Flexible Power can be viewed here: [SSEN Standard Flexibility Services Agreement \(Flexible Power\) v2.1](#)



Table 1 - Flexibility Services

Parameter	Scheduled Utilisation – (Sustain)	Operational Utilisation + Variable Availability (Secure)	Operational Utilisation + Variable Availability (Dynamic)	Operational Utilisation (Restore)	Emergency Flex
Description	The Company and the Provider agree, in advance, for the Provider to deliver a change in export or import (or apply a limit), at specific times.	The Company and Provider agree, at week ahead, the Provider's availability to make a change in export or import.	The Company and Provider agree, at day ahead, the Provider's availability to make a change in export or import.	The Company instructs the Provider, in real-time, to either remain off supply, reconnect with lower demand, or to reconnect generation to support faster restoration.	At short notice, the Company instructs all Providers (who have opted in), in the region, to deliver the Service at the same time.
Availability Agreement Period	Not Applicable	1 month (5 days minimum)	1 week ahead	Not Applicable	
Availability Request Response Period	Not Applicable	1 working day	1 working day	Not Applicable	
Utilisation Instruction Notification Period	1 month.	1 week	Day ahead	2 minutes	15 minutes
Utilisation Instruction Acknowledgment Period	Except where agreed otherwise between the Company and the Provider, acknowledgment of Utilisation Instructions/schedules will be confirmed by phone call from the Provider.				
Tariffs	Utilisation	Availability & Utilisation	Availability & Utilisation	Utilisation	Utilisation (Fixed Rate)

2. Changes to Service Terms

All UK DNOs work collectively through the ENAs Open Networks Project to develop and maintain a standardised contract for the procurement of Flexibility Services. Each DNO has expanded on this where necessary from the standardised version. Any suggestions/feedback regarding the General Terms and Associated Documents can be directed to the ENA who will ensure it this is incorporated into the ongoing contract development; opennetworks@energynetworks.org



3. Service Terms Glossary

These additional terms placed within the Service Terms are applicable to all Associated Documents and shall supersede terms within the General Terms and Conditions and Glossary. The following expressions shall have the meaning set out below:

“Accepted Service Window”	a window of time when the Provider has committed to the Company to be available to provide Secure or Dynamic services.
“Active Power”	the product of voltage and the in-phase component of alternating current measured in units of Watts and standard multiples thereof i.e. 1000 Watts = 1kW, 1000 kW = 1MW, 1000 MW = 1GW, 1000 GW = 1TW;
“Asset Point Metering”	the metering measured directly from the DER and is downstream of the Boundary Point Metering;
“Availability”	means the time when a Service is available;
“Availability Agreement Period”	the time period before a Service is required in which the Company and Provider may agree the Provider’s flexibility service window and capacity;
“Availability Payment”	has the explanation and definition given to it in: SSEN Flexible Power - Payment Calculations ;
“Availability Request Response Period”	the time allowed for the Provider to respond to an Availability Request from the Company;
“API”	Application Programming Interface;
“Baseline”	the pre-agreed power level that changes are measured against;
“Boundary Point Metering”	the metering measured at the point of supply from the DNO network;
“Call Off Bid”	offer issued by the Provider in response to a tender by the Company. The Provider offer must contain requested capacity and pricing information;
“Committed Capacity”	the active power change committed to be available by the Provider in accordance with the Service Terms;
“Committed Payment”	availability payment for each Secure Service this tender round, based on the accepted availability;
“Delivery Target Threshold (DTT)”	has the explanation and definition given to it in: SSEN Flexible Power - Payment Calculations



“Dispatch Group”	one or more DER which are regarded as a single entity for the purpose of dispatching Services;
“Dynamic Services”	means the Company's 'dynamic' constraint management zone services required in a Zone identified by the Company and which the Provider is contracted to provide if so stated in Call-Off bid details.xlsx and outlined in Annex 2 section 7;
“Grace Factor”	has the explanation and definition given to it in: SSEN Flexible Power - Payment Calculations
“Minimum Run Time”	refers to technical “Minimum Run Time” which is the minimum run time in the event of an emergency stop. It is not to be confused with commercial “Minimum Run Time” which is the duration of the service.
“Overarching Agreement”	under the overarching agreement, capacity and pricing will be captured at the tender for services stage otherwise known as the “call off tender”. All providers who have signed an overarching agreement can bid under the call off tender. The Overarching Agreement allows more flexibility for awarding both longer term and closer to real time contracts.
“Payable Over-delivery”	has the explanation and definition given to it in: SSEN Flexible Power - Payment Calculations
“Penalisation Multiplier”	has the explanation and definition given to it in: SSEN Flexible Power - Payment Calculations
“Performance Report”	a report in relation to the delivery of Flexibility Services completed by the Provider at the end of each billing month;
“Reconciliation Grace Factor”	has the explanation and definition given to it in: SSEN Flexible Power - Payment Calculations
“Restore Services”	means the Company's 'restore' constraint management zone services (as further explained on the Portal) required in a Zone identified by the Company and which the Provider is contracted to provide if so stated in Call-off bid details.xlsx as outlined in Annex 2 section 7;
“Secure Services”	means the Company's 'secure' constraint management zone services (as further explained on the Portal) required in a Zone identified by the Company and which the Provider is contracted to provide if so stated in Call-off bid details.xlsx as outlined in Annex 2 section 7;
“Service”	a Flexibility Service which is or may be instructed or accepted by the Company under this Overarching Agreement;
“Service Response”	means either; an increase of net export of active power to or reduction of net import of active power from the Company's Network, or; a decrease of net export of



	active power to or increase of net import of active power from the Company's Network;
“Service Response Direction”	means either; an increase of net export of active power to or reduction of net import of active power from the Company's Network (also known as “GTU/DTD”), or a decrease of net export of active power to or increase of net import of active power from the Company's Network (Also known as “GTD/DTU”), as stated in Call-Off bid details.xlsx;
“Start Time”	the date and time (to the nearest minute) as notified in accordance with the Service Terms at which the power change shall be delivered;
“Stop Time”	the date and time (to the nearest minute) as notified in accordance the Service Terms at which the power change shall cease to be delivered;
“Stop Instruction”	an instruction from the Company to the Provider to cease delivery of the Flexibility Services, as described in the Service Terms;
“Utilisation”	the use of any Flexibility Service
“Utilisation Instruction Acknowledgement Period”	the time allowed for the Provider to acknowledge the Utilisation Instruction;
“Utilisation Instruction Notification Period”	the time period before a Flexibility Service is required by the Company, in which a DNO may issue a Utilisation Instruction to the Provider;
“Utilisation Payment”	has the explanation and definition given to it in: SSEN Flexible Power - Payment Calculations
“Zone” or “CMZ”	the feeding area of the DERs being managed or where the Flexibility Services will be provided and to which the Flexibility Services will be delivered.

4. Service Details

4.1 Specific Service Parameters

Service parameter values shall be set out by the Provider in the DER details which it submitted for any Call Off Bid for each Service a Provider wishes to participate in. The Company will rely on the parameters provided by the Provider, which must be accurate and provided in accordance with the terms of this Overarching Agreement. These parameters shall include:

- Service Type
- Zones.
- Maximum Capacity per Zone.
- Pricing.
- Direction of Response.



- Sites and DER details.

4.2 Generic Service Parameters

4.2.1 The Flexibility Services will be procured by the Company under the Overarching Agreement as described in Annex 2. See Table 1 for a description of the Services.

4.3 Service Windows

1. The required flexibility availability and capacity for each Zone shall be communicated by the Company to Providers at least one month ahead. The Company will establish the availability of Providers, using the Availability Request Form (see section 7 on Communications).
2. Where availability requirements can be forecast for several months or a year ahead, the Company may choose to request a Provider's availability to cover the entire period.
3. The Provider may decline an Availability Request or propose reduced capacity. After mutually agreeable capacity and Service Windows are agreed, the Company will re-issue the Availability Request Form for formal acceptance.
4. By accepting an Availability Request, the Provider is offering to and committing to be ready to provide the agreed power change throughout the Service Window, if instructed to do so by the Company.

4.4 Service Requirements

1. *The Provider's DER shall be connected and capable of providing the service response in the area of the distribution network subject to the limitation (represented by the Zones).*
2. *Exporting generators and storage assets, greater than 16 amps per phase shall have a long-term parallel connection compliant with the requirements of EREC G59 or G99. Those less than 16 amps per phase shall be compliant with the requirements of EREC G83 or G98.*
3. *The DER shall be able to deliver on instruction a reduction or increase in import, or an increase or reduction in export, from or to the Network.*
4. *The capacity is the amount of active power change the DER can deliver relative to a defined Baseline level. It shall be from one or more facilities making up the DER, can be delivered reliably and in full, is fixed for the duration of the service window, and must be within the conditions of each DERs Connection Agreement.*
5. *Each DER shall have a single set of capability parameters and shall have a single point of communication and control.*
6. *Each DER shall have minute by minute or 30-minute metering with sufficient accuracy to enable the Company to monitor the provision of Flexibility Services. The data shall be made available to the Company at the end of every service month or upon request via spreadsheet. The metering point shall be at the boundary between the Site on which the DER is located and the Network, or on the terminals*



of the facility if approved by the Company. The Provider should be able to provide technical details of the meter and a single line diagram of the DER on request.

Where the DER comprises numerous assets, a single source of metering data shall aggregate readings for the assets in the zone. The meter data aggregation may be at Zone level or other sub-area as agreed with the Provider.

7. *The DER can run for other purposes during the Service Window, subject to it not increasing network loading on the network beyond any pre-agreed Baseline. It is the responsibility of the Provider to ensure that they can deliver the contracted Flexibility Services on instruction.*
 8. *The Provider's system/process shall deliver the specified level of power for the duration stipulated in accordance with the Utilisation Instruction.*
 9. *In agreement with the Provider, the Company may perform pre-notified testing to ensure that the Provider can deliver the contracted service*
 10. *The Provider's log files must be retained for a minimum period of 12 months.*
 11. *The Provider shall log and retain DER status and other data as required to demonstrate service delivery, including:*
 - *Records of instructions received and other communications with SSEN.*
 - *Performance reporting data.*
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4.5 Service Specific Acknowledgements

The Provider hereby acknowledges that:

- a) the provision of services pursuant to this Agreement and the participation in Flexibility Services programme is voluntary, except where the Provider has committed their availability to provide services, and;
- b) The Company may instruct the Provider to provide or request the Provider to tender for the Flexibility Services in accordance with this Agreement, as and when required by the Company. Save as specifically set out in this Agreement, the Company does not guarantee by entering into this Agreement that it will require any Flexibility Services, nor does it commit to purchasing any particular level of Flexibility Services, the Company may not issue tenders for Flexibility Services, nor instructions for utilisation. The volume of Flexibility Services purchased under this Agreement may exceed or fall below prior estimations or anticipated usage, in which event the Company shall not be liable for any resultant cost, expense, loss or damage incurred or suffered by the Provider or any third party. The Provider shall not have an exclusive position in respect of the provision of Flexibility Services and the Company is free to have others provide the Flexibility Services, or to provide itself the Flexibility Services or other similar services in relation to management of constraints on the electricity network.
- c) Contract Award does not guarantee that any Flexibility Services will be required by the Company or commit the Company to requiring any, or any particular level of, such Flexibility Services.



4.6 Variation to Service Windows

- 4.6.1 The Company will not vary an Accepted Service Window but may in some circumstances request additional Availability, within the timescales stated in the Generic Service Parameters.
- 4.6.2 Emergency Flex: This is an opt-in Service which does not require a Tender for Services. If the Provider wishes to opt into Emergency Flex it should do so by the 5th of January 2024 by answering the questions in the contract acceptance Questionnaire. When the Company requires the Service, the Provider may receive a Utilisation Instruction to provide Emergency Flex Services. There is no obligation to provide flex as a result of this Utilisation Instruction. Payment for Emergency Flex will be a fixed rate Utilisation Payment per household, so Providers will not be required to bid in with a price for this Service. Providers will be required to inform the Company about the capacity that they are able to commit to provide a Service before Service delivery for payment.

5. Invoicing & Charges

5.1 All invoices shall be submitted in accordance with the below.

- 5.1.1 Where the Company is able to estimate the Charges in advance, a Purchase Order based on the estimate will be raised to the Provider, covering the period that can be reasonably estimated.
- 5.1.2 The Company agrees to pay the Charges to the Provider as full remuneration for the satisfactory delivery of Flexibility Services by the Provider in accordance with this Agreement.
- 5.1.3 The Provider shall provide to the Company an application for payment for all applicable Charges for a calendar month within fifteen (15) days of the end of the calendar month to which such application for payment refers.
- 5.1.4 The Provider agrees that each application for payment issued by it shall include details of:
- (a) The period(s) during which the Flexibility Services were made available to the Company and, if applicable, where utilised;
 - (b) Availability charges (if any), reflecting any reduction for periods of where the service was unavailable or had reduced capacity;
 - (c) Utilisation charges (if any) reflecting any reductions for periods of where the service was unavailable or reduced, including any utilisation payment cap.
 - (d) the relevant Committed Payment Amount (if any); and
 - (e) details of payments received so far to demonstrate the Committed Payment Amount has not been reached (if applicable).
- 5.1.5 If the Company intends to pay less than the sum stated as due from it in the application for payment, it shall, not later than ten (10) days after receipt of the application for payment, give the Provider notice of that intention by issuing a Pay Less Notice, which shall specify both the sum that it considers to be due to the Provider at the date the Pay Less Notice is given, or the sum which it considers is due from the Provider to the Company, and the basis on which that sum is calculated.



- 5.1.6 Except where raised in advance, the Company shall, within ten (10) days of the that sum is calculated, generate and issue to the Provider a Purchase Order for the value of the application for payment minus the amount stated in any relevant Pay Less Notice. Where no payment is due following a Pay Less Notice, no Purchase Order shall be issued.
- 5.1.7 The Provider will supply to the Company an invoice, or where applicable, a confirmation of acceptance against an invoice issued by the Company, for the Charges within thirty (30) days of the end of the month to which such invoice refers.
- 5.1.8 The Provider agrees that each invoice issued or accepted by it will include details of, as regards the Flexibility Services to which the invoice relates:
 - a) The Purchase Order number as provided by the Company;
 - b) the date on and time at which the Flexibility Services were provided;
 - c) the relevant Availability Payment details (if any); and
 - d) the relevant Utilisation Payment details (if any).
- 5.1.9 Invoices are submitted by the Provider to the Company through the Tradex electronic invoicing platform supported by Causeway Technologies Limited (<https://www.causeway.com/sse-tradex-registration>).
- 5.1.10 The Provider agrees that costs associated with its use of the Tradex electronic invoicing platform are to be borne by it and not passed on to the Company in any way whatsoever.
- 5.1.11 If in the Company's opinion the Tradex electronic invoicing platform has become an inadequate means for the Provider to submit its invoices, the Company may require the Provider to submit its invoices through a reasonable alternative means which the Company shall specify by providing notice in writing to the Provider.

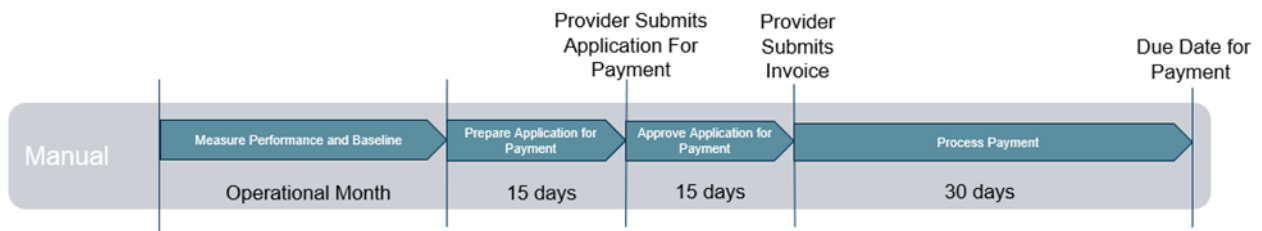


Figure 1: Manual Invoicing and Payment Timeline.

5.2 Charges

- 5.2.1 Pricing for any Service which a Provider is participating shall be set out in the Call Off Bid, such Call Off Bid shall be subject to the terms and conditions of this Overarching Agreement.

5.3 Payment calculation parameter values

- 5.3.1 The parameter values that are used in payment calculations are described in the [SSEN flexibility services payment calculation](#) document and outlined below in 5.3.2 and 5.3.3 below.

- 5.3.2 Secure & Dynamic Services:



Attribute	Secure Service	Dynamic Service
Grace Factor	10%	10%
Penalisation Multiplier	2	2
Reconciliation Grace Factor	5%	5%

5.3.3 Restore Services:

Attribute	Value
Delivery Target Threshold	20%
Payable Over-delivery	10%
Penalisation Multiplier	2

5.4 Performance and payment calculations

- 5.4.1 For Secure and Dynamic Services, the Company calculates Availability Payments and Utilisation Payments. For Restore Services, the Company calculates Utilisation Payments.
- 5.4.2 Availability Payments are made for every Accepted Availability Window in respect of a Dispatch Group, subject to a monthly performance reconciliation linked to delivery performance.
- 5.4.3 Utilisation Payments are made for each Event in respect of a Dispatch Group, subject to delivery performance.
- 5.4.4 Further details on how Availability Payments and Utilisation Payments are calculated can be found here: [SSEN Flexible Power - Payment Calculations](#)

5.5 Payment Terms

- 5.5.1 In consideration of the provision by the Provider of the Flexibility Services in accordance with the terms of this Agreement, the Company shall pay to the Provider the Charges.
- 5.5.2 The Company shall pay the Charges within thirty (30) days of receipt of the relevant invoice (the “Due Date for Payment”).
- 5.5.3 If the Company intends to pay less than the sum stated as due in the Invoice it shall, not later than five (5) Business Days before the Due Date for Payment, give the Provider notice of that intention by issuing a notice which shall specify both the sum that it considers to be due to the Provider at the date the notice is given, or the sum which it considers is due from the Provider to the Company, and the basis on which that sum is calculated.
- 5.5.4 Unless otherwise agreed in writing between the Company and the Provider, payment of invoices shall be made by the Company by BACS payment to a bank account nominated in writing by the Provider.
- 5.5.5 All payments and all other sums referred to in this Agreement are stated exclusive of VAT. Where applicable, VAT shall be payable by the payer to the payee only upon receipt of a valid VAT invoice.
- 5.5.6 If either Party fails to make any payment due to the other under this Agreement by the Due Date for Payment, then the Party failing to pay shall pay interest on the overdue amount at a rate of two per cent (2%) per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The relevant Party shall pay the interest together with the overdue amount. The Parties acknowledge that their liability under this Clause is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.



- 5.5.7 Where either Party disputes any application for payment or invoice (or any part of any application for payment or invoice) then, upon receipt by the Provider of notification from the Company of any such disputed amounts, the provisions of Clause 21 (Dispute Resolution) shall apply in resolving the disputed amounts.
- 5.5.8 In the event that the Company disputes whether certain amounts contained in an invoice are properly due but does not dispute all sums contained in the invoice, the Company shall pay the sums not in dispute in accordance with the terms of this Agreement notwithstanding that the Company is disputing the other sums contained in the invoice.
- 5.5.9 Where either Party disputes any invoice (whether in whole or in part), interest under Clause 5.5.6 is payable only after the dispute is resolved, and only on those sums found or agreed to be due following resolution of the dispute, from the due date until payment.
- 5.5.10 All payments and all other sums referred to in this Agreement are stated exclusive of VAT. Where applicable, VAT shall be payable by the payer to the payee only upon receipt of a valid VAT invoice.
- 5.5.11 Where, during the Term, the Provider wishes to change its bank details or address for payment, then the Provider must follow the provisions set out in Clause **Error! Reference source not found.** (Notices).
- 5.5.12 If the Provider fails to apply for payment for or invoice the Company for payment of the Charges within six (6) months of the end of the month in which the Flexibility Services were provided, then the Provider shall be deemed to have waived its right to payment.

5.6 Reduction of charges

- 5.6.1 The Provider shall report their performance for each half-hour of the service window and shall calculate the appropriate fees according to the performance achieved.
- 5.6.2 Where there is no net change in export/import power from the Baseline in any half hour period of the service event, no Utilisation or Availability Payment will be due for that period. The Provider should include the reason for the failure in the performance report.
- 5.6.3 No Utilisation Payment will be due for periods outside of the instructed Start & Stop times.
- 5.6.4 If the Provider has given notice of unavailability for an agreed Service Window and the Company has elected to cancel the service as a result, the Availability Payment shall not be payable for that service window.
- 5.6.5 If the Provider has given notice of capacity reduction for an agreed Service Window and the Company has elected to continue with the service, the Availability Payment shall be payable based upon the remaining capacity available.

5.7 Under-Performance

- a) An under-performing period is one where the minimum performance threshold has not been reached. A reduced Utilisation Price is payable for each underperforming half hour between the event Start & Stop times.
- b) The minimum performance threshold is 90% of the instructed power change.
- c) The Utilisation Price payable for under-performing periods will be as calculated in the payment calculation document referenced in paragraph 5.3 of this service terms.
- d) No Availability Payment will be due for periods where the minimum performance threshold has not been reached.



5.8 Over-Delivery Cap

- a) A payment cap is applied to Utilisation Payments for half hour periods where the maximum performance threshold has been exceeded.
- b) The maximum performance threshold is 110% of the instructed power change.

5.9 Committed Payment Amount (If Applicable)

- 5.9.1 At the end of a Call Off Contract Period (defined below), if the Provider has not received the Committed Payment Amount stated in the bid decision from the Company and where there was not opportunity to do so, the Provider may raise an invoice for the remainder of the payment amount in accordance with section 5.1 except where the Provider refused all availability notice requests.

6. Sites & DER

- 6.1 Sites and DER information must be included by the Provider in the DER details and Pricing information submitted at the point of the Call Off Bid submission for the specific call-off. The Company will rely on these details when requesting Availability or instructing Services pursuant to the Call Off Contract.
- 6.2 If DER details change during the Term of the Call off Contract, the Provider must submit the changed details to the Company with a minimum of thirty (30) days notice and if accepted by the Company the updated details shall form part of the agreement from the date of that acceptance onwards.
- 6.3 The Company will consider the addition or removal of DERs throughout the Call Off Contract Term, however the total contracted capacity and pricing for the Zone cannot be changed outside of the Call Off Tender process.

7. Communications

7.1 Senior Representatives

- 7.1.1 The Company; [Flexible Solutions Team, FlexibleServices@sse.com]
- 7.1.2 The Provider; [INSERT NAME]

7.2 Process and systems for communications

- 7.2.1 The Company will use email and phone calls for communications with Providers.
- 7.2.2 At the Company's discretion and where it is in both party's benefit to do so, Providers can be given the option of using the Flexible Power portal and API to simplify scheduling, dispatch, performance reporting and invoice generation. Should the Provider decide to use the Flexible Power portal and API, the Company will make a request and the Provider will be required to review and accept the Service Terms specific to Flexible Power system.

7.3 Tender for Services

- a) The Company shall announce the Tender for Services through the Tender for Services document sent via email.



- b) The Provider shall make an offer in response to the Tender for Services through the Call Off Bid Submission form via email.
- c) The Company shall review and accept an offer and then announce bid decisions by email.

7.4 Availability Request

- a) The Company shall contact the Provider following the notice periods given in Generic Service Parameters.
- b) The Company will send an Availability Request (See Forms and Templates) to the Provider by email.

7.4.1 The Provider shall respond by email within the timescales stated in the Generic Service Parameters to accept or decline an availability request.

7.4.2 The Provider and Company shall keep a log of Availability commitments made, for reporting and invoicing purposes.

7.4.3 If after agreeing availability the Provider determines it cannot deliver all or some of its commitments, it shall immediately notify the Company setting out the duration of the unavailability/reduction and the reason. If the notification is made by telephone, the Provider shall send a confirmation email with the required Unavailability Notification information within 24 hours. The Company may at its absolute discretion:

- a) Elect to continue with the Service Window at the reduced capacity.
- b) Elect to cancel the Service Window.
- c) The Company's decision will be communicated to the Provider as soon as possible, however, should that not occur before the start of an agreed service window, the Provider shall be available at the times agreed and be prepared to respond to instruction and deliver at reduced capacity if possible.

7.5 Utilisation Instruction

- a) The Provider shall not deliver any flexibility service unless they have received a Utilisation Instruction from the Company
- b) The Company will issue a Utilisation Instruction (See Forms and Templates) or set of Utilisation Instructions known as a Utilisation Schedule to the Provider by phone or email.

7.5.1 The Company shall issue Utilisation Instructions according to the notice periods given in Section 4.2 - Generic Service Parameters.

7.5.2 If the Provider is not able to fulfil a Utilisation Instruction they shall notify the Company by phone and email as soon as possible. The Company may at its absolute discretion:

- a) Amend and re-issue the Instruction.
- b) Withdraw the Utilisation Instruction.

7.6 Stop Instruction

- a) If the Stop time is not included in the Utilisation Instruction, or is changed during the service, the Company may (after any agreed minimum run time) issue a Stop Instruction via phone call and pay Utilisation for the whole Service Window that the Company instructed for.



- b) If the service does not end at the instructed Stop Time, the DER may be tripped if the Company determines there is a risk to the network.

7.7 Services in Progress

- a) If the Provider determines that it is unable deliver all or part of a service already in progress, it shall immediately contact the Company by phone and email to notify the Unavailability/Reduction.
- b) Upon receipt of an Unavailability/Reduction of Service notification, the Company may at its absolute discretion:
 - i. Elect to continue with the affected service at reduced capacity.
 - ii. Elect to cancel the remainder of the service.

7.8 Summary Email & Service Log

- a) In addition to other phone and email communications the Company shall within 24 hours summarise all instructions given on the day and send by email to the Provider.
- b) The Provider shall review the summary email and must notify the Company if the instruction summary does not match their records.
- c) For any agreements or notifications made by phone call, the party initiating the call is responsible for capturing the content of the call in an email to the other party within 24 hours.
- d) The Company and Provider shall keep a log of Utilisation Instructions sent and received, responses given, actions taken and events that occur during the service window for reporting and invoicing purposes.

7.9 Acceptance of instructions

- a) Upon receipt of any Utilisation Instruction, the Provider shall respond according to the timescales in Generic Service Parameters.

7.10 Unavailability Notification

- a) The Provider shall notify the Company of any period during contracted service windows when services will be unavailable or reduced by completing an Unavailability Notification (See Forms and Templates), setting out the duration of the unavailability/reduction and the reason.
- b) The Provider shall provide the Unavailability Notification by phone or email to the Company. Where the notice is given by phone, a confirmatory email shall be sent by the Provider to the Company within 24 hours.
- c) If the duration of the service unavailability cannot be specified by the Provider, the Provider should contact the Company when the service is available again. The Company will mark the service as unavailable until the Provider advises otherwise.

8. Performance Monitoring

8.1 Metering Standards



8.1.1 For Asset Point Metering the Provider shall ensure compliance with the following metering standards set out within the most recent published relevant Balancing and Settlement Code of Practice Eleven: code of practice for the metering of balancing services assets for settlement purposes:

- a) the metering 'accuracy requirements'
- b) 'the asset meter calibration test certification'
- c) 'the limits of error'
- d) The 'sealing' requirements

8.1.2 For Boundary Point Metering, the Provider should be compliant with Balancing and Settlement Codes of Practice 1, 2, 3, 4, 5 and 10 as applicable.

8.1.3 If requested by the Company, the Provider shall provide evidence of compliance with the above standards. This may be in the form of certification, photo, or written confirmation.

8.2 Submission of Performance Report

8.2.1 The Provider is responsible for reporting upon their performance using a template provided by the Company (see Forms and Templates). The performance report includes;

- a) For Secure and Dynamic services, the pre-agreed flex capacity made available for each half hour period (kW);
- b) For all services, metered export/import energy (kWh) or average power (kW) readings, at a half-hour or finer granularity;
- c) Corresponding Baseline values of what the power/energy would have been, had the Flexibility Service not been delivered should be provided in the Call Off Bid Submission form. The supported Baseline methods are:
 - i. "Nominated Baseline" - this may be a fixed power value (kW) that applies throughout the service windows, or it may consist of average power (kW) values at half-hourly granularity.
 - ii. "Historical Baseline" - For DER with consistent export or import under normal conditions, an averaged historical baseline value (kW) may be used.
- d) The differences between Actual and Baseline energy values, being the Utilisation each half hour;
- e) The applicable pricing and fee for each half hour period, based on performance;
- f) Explanation of under-performing periods and justification for overriding reduced payment rates.

8.2.2 Performance data for all services delivered in the monthly invoice period must be provided to the Company using the relevant Performance Report template.

8.2.3 If requested, Providers must provide the method used for pre-determining Baseline values and be able to demonstrate the method's accuracy by through comparison with real values.

8.2.4 The Company will verify the performance data supplied against monitoring data and may request more data or supporting information from the Provider if necessary.

8.2.5 Where adjustments are requested or are deemed appropriate, the Company will contact the Provider to discuss and apply changes.



8.3 Testing and monitoring

- 8.3.1 Testing may be undertaken to confirm the Provider's ability to deliver the services described in this agreement. The Company shall be entitled to request data from the Provider evidencing the delivery of flexibility which shall not be unreasonably withheld. Delivery will be verified by the Company using network monitoring and reporting systems.
- 8.3.2 Testing will be organised no more than once a year for a time and duration acceptable for both the Company and Provider to be agreed in advance. Testing will be planned to minimise impact to the Provider's normal operations. The Company retains the right at its own discretion to refrain from issuing Availability Requests or Utilisation Instructions to the Provider until necessary testing has been concluded.
- 8.3.3 The Company may repeat testing for the following reasons; where results are unsatisfactory or inconclusive, following Service Failure, on an annual basis.

8.4 Service Meter

- 8.4.1 Minute by minute and half hourly data will be accepted by the Company from the Provider for settlement purposes. Certain products rely on minute-by-minute metering granularity for accurate performance monitoring and settlement. Where an alternative to minute-by-minute granularity is provided the data may be disaggregated. As such, this could result in performance monitoring and calculation inaccuracies.

8.5 Service Failure

- 8.5.1 Means where, in respect of a Dispatch Group within a Zone, (a) the Provider has achieved less than 75% of the instructed Utilisation in any billing month; or (b) the Provider has issued Unavailability Notices, or the Company deems services as unavailable, for 25% of Accepted Service Windows or Committed Capacity in a billing month.

8.6 Auditing

- 8.6.1 The Company shall be entitled to request specific technical or operational information during the course of the Overarching Agreement in order to understand the effect of the Services provided on the distribution network, and the Provider shall not unreasonably withhold such information.
- 8.6.2 The Company shall provide a minimum of 10 days' notice of any proposed visit to the Provider's site/facilities. The Provider shall not unreasonably withhold permission for the Company to visit the Provider's site/facilities, where they are authorised to grant such permission.

9. Data Protection

- 9.1 If at any point during the term, either Party considers that one Party is acting as a data processor on behalf of the other, then the Parties shall promptly meet to negotiate in good faith a separate data processing agreement to cover the matters required by the Data Protection Law.

10. Details of Provider and Special Conditions

- 10.1 Any variations to the General Terms and Conditions are detailed at the start of this Overarching Agreement.



11. Commencement and Expiry Dates

- 11.1 This Overarching Agreement shall commence on the Commencement Date and subject to earlier termination, shall continue until the Expiry Date.
- 11.2 This Overarching Agreement shall terminate automatically on the Expiry Date without notice.
- 11.3 Contract dates:

Parameter	Definition	Details
Commencement Date	Date this Agreement commences.	8 th of January 2024
Expiry Date	Date this Agreement expires.	5 th of January 2032



Applicability of Manual or Flexible Service Terms

- Providers have the choice of manual or flexible service terms for the dispatch of flexibility services.
- Either manual or automated dispatch service terms will be applied depending on the service being dispatched.
- The applicability of either manual or automated dispatch service terms will be confirmed at the point of acceptance of a call off bid.



Annex 1 – Flexibility Management Systems/Technical Requirements

1. Company Flexibility Management System Details

- 1.1 These technical requirements together with the Service Terms and Associated Documents will apply to Providers adopting the manual approach.
- 1.2 For information, the Company's standard Associated Documents for Flexible Power can be viewed here: <https://www.ssen.co.uk/our-services/flexible-solutions/flexibility-services/flexibility-services-document-library/>

2. Dispatch Principles

- 2.1 The DER details specified by the Provider at pre-qualification and the in any Call Off Bid (defined in Annex 2) from the Provider must be accurate and in accordance with the terms of this Overarching Agreement. As outlined in the Service Terms, the Company will rely on the DER details provided by the Provider when requesting Availability or instructing Services pursuant to this Overarching Agreement.
- 2.2 In post-fault scenarios, Providers will be given access to the electricity distribution network to export or import electricity under conditions which would normally not be permitted and result in isolation from the network. This access is given by the Company only for the duration of this Overarching Agreement and as instructed by the Company under this Overarching Agreement and will cease upon termination of the Overarching Agreement.
- 2.3 The following criteria will be used by the Company before requesting Availability or issuing a Utilisation Instruction to determine which Provider will be used. The Company shall retain, at its sole discretion, the right to select the most appropriate Provider to provide a service and may elect to resolve the need for Flexibility Services by relying on other types of contracts or providing solutions itself.
- 2.4 Dispatch Criteria may include some of, and/or of the following:
 - Technical suitability for the specific constraint scenario;
 - Pricing – to select optimal economic solution for the Company's stakeholders and customers (£/MWh);
 - Carbon intensity – measure of how many grams of carbon dioxide (CO₂) are released to produce a kilowatt hour (kWh) of energy required for the service;
 - Reliability of asset – the ability of the DER to perform under certain conditions over a specified period without service failure;
 - Any known unavailability or reduced capacity; and
 - Management of network risk.



Annex 2 – Auction/Tender/Trade Guidelines

1. Tender for Services

- 1.1 For all Services, the Company will open a ‘Tender for Services’ by email for Providers who are parties to this Overarching Agreement in advance of the Services being required. When the Tender for Services is announced, the Company will make available information about the Services required, the period over which the Services will be required (known as the “Call Off Contract Period”), the capacity of services required in each Zone over the Call off Contract Period and the expected Availability/Utilisation of each Service in each Zone A template for the Tender for Services document is included in Section 6 of the “Forms and Template” section of this Annex 2.
- 1.2 The Provider may then respond by email with a bid offer (known as a ‘Call Off Bid’) for any Services it would like to participate in by the deadline specified in the Tender for Services. The Provider must respond using the standard Call Off Bid Submission form provided in Section 7 of the “Forms and Template” section of this Annex 2.
- 1.3 The Company will then decide which bid offer to accept and announce the bid acceptance decision(s) by email to the relevant Providers. Where bid offers are received which exceed the requirements of the Company, the bid acceptance decision will be made by the Company based solely on the bid pricing and sensitivity/effectiveness analysis where possible. Where two bids are priced identically, the Company may base its decision on secondary considerations such as flex assure membership, reliability and carbon intensity.
- 1.4 Where applicable, the bid acceptance decision will also detail the Availability for Services that the Company commits to purchasing from the Provider over the Call Off Contract Period. The committed purchase of Availability and the Provider’s Availability Payments will be used to calculate a Committed Payment Amount for Secure Services during this tender round only, which will be specified in the decision acceptance. In the event that the Company does not instruct sufficient Availability to meet this Committed Payment Amount, such that at the end of the Call Off Contract Period the sum of payments the Provider has received from the Company would be less than the Committed Payment Amount if instructions were accepted, the Provider will be paid the difference between the Committed Payment Amount and their total payments received over the Call Off Contract Period for the Service in question, following the payment mechanism laid out in these Service Terms.
- 1.5 Once the bid offer has been accepted by the Company, the details provided by the Provider in its Call Off Bid will form the basis of the accepted agreement between the Provider and the Company, subject always to the requirement for the Provider to provide the accepted Services in accordance with the terms of this Overarching Agreement, including but not limited to these Service Terms.
- 1.6 The process described above for the Tender for Services may be subject to change by the Company. In the event that the Company wishes to change the above process, the Provider will be notified by email and, informed of when the changes will come into effect.
- 1.7 The following criteria will be used by the Company to evaluate a Call Off Bid Offer submission.
- 1.8 Call-Off criteria may include some of, and/or of the following:
 - Technical suitability for the specific constraint scenario;
 - Pricing – to select optimal economic solution for the Company’s stakeholders and customers (£/MWh);
 - Carbon intensity – measure of how many grams of carbon dioxide (CO₂) are released to produce a kilowatt hour (kWh) of energy required for the service;



- Reliability of asset – the ability of the DER to perform under certain conditions over a specified period without service failure;
- Any known unavailability or reduced capacity; and
- Management of network risk.



Forms & Templates to Flexibility Services Service Terms – Company Active Services

1. Introduction

1.1 The Company and Provider shall use the following standard forms and templates as part of the operational processes:

2. Availability Request

2.1 Availability Request - Minimum Information:

<i>Date and Time of Request:</i>	<i>[Date & Time]</i>
<i>CMZ Name:</i>	
<i>Provider Name:</i>	
<i>DER Name:</i>	
<i>Service Requested:</i>	<i>[Secure, Dynamic]</i>
<i>Direction:</i>	<i>[Generation Turn Up/Demand Turn Down or Generation Turn Down/Demand Turn Up]</i>
<i>Availability Required From:</i>	<i>[Date & Time]</i>
<i>Availability Required To:</i>	<i>[Date & Time]</i>
<i>Capacity:</i>	<i>Active power change capacity, as a change from Baseline (MW)</i>
<i>Baseline Method:</i>	<i>The baseline is the power that changes are measured against. The baseline method should be agreed at the time of confirming availability and can be:</i>



	<ul style="list-style-type: none"> • Historical average • Provider nominated half-hourly profile. • Provider nominated static value. <p>Note that the baseline for Restore services is normally zero, since the service is used post-fault.</p>
Nominated Static Baseline (MW):	If applicable, enter the static baseline value in MW (Use -ve values for demand assets).

3. Utilisation Instruction

3.1 Utilisation Instruction - Minimum Information:

Date and Time of Instruction:	[Date & Time]
CMZ Name:	
Provider Name:	
DER Name:	
Service Instructed:	[Secure, Dynamic, Restore]
Direction:	[Generation Turn Up/Demand Turn Down or Generation Turn Down/Demand Turn Up]
Start Time:	[Start time DD/MM/YY HH:MM]
Stop Time:	[Stop time DD/MM/YY HH:MM], if known at the time of instruction. If unknown, a separate Stop instruction may be used.
Capacity:	Requested power change (MW).



<i>Baseline:</i>	<i>Power baseline (MW). Use -ve values for demand assets.</i>
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4. Unavailability/Remedy Template

4.1 Unavailability Notification – Minimum Information:

<i>Provider Name:</i>	
<i>CMZ Name:</i>	
<i>DER Name:</i>	
<i>Service Unavailable/Reduced From (Date/Time):</i>	
<i>Service Unavailable/Reduced To (Date/Time):</i>	
<i>Reduced Capacity, if applicable:</i>	
<i>Reason for unavailability/reduction:</i>	
<i>Name and Contact Details:</i>	<i>[of individual giving notification]</i>
<i>Date and Time of Notification:</i>	<i>[date/time notification was given to the Company]</i>
<i>Provider Ref:</i>	<i>[e.g. incident or ticket ref]</i>

5. Performance Report Template

5.1 Performance Report templates will be configured and supplied by the Company to each Provider for each DER, to reflect the specific parameters referenced in Annex 1 (DER Details and Pricing.xlsx).

An example of a completed performance report is given below:



Half hour period (end timestamp)	Baseline				Utilisation				Agreed Flex Capacity (kW)	Availability Performance (%)	Utilisation Performance (%)	Capped Utilisation (kWh)	Utilisation Fee (£/kWh)	Availability Fee (£/kWh)	Availability Payment Request (£)	Utilisation Payment Request (£)	Performance Notes / Request for Adjustment
	Available/ Utilised	Avg Power (kW)	Baseline Energy (kWh)	Actual Avg Power (kW)	Actual Energy (kWh)	Against Baseline (kWh)	Agreed Flex Capacity (kW)	Availability Performance (%)									
05/07/2021 09:30	A	-10000.00	-5000.00	20000.00	10000.00	15000.00	5000	0%	600%	N/A	N/A	£0.00	£0.00	£0.00	£0.00		
05/07/2021 10:00	A	-10000.00	-5000.00	-10000.00	-5000.00	0.00	5000	600%	0%	0%	N/A	£0.150	£375.00	£0.00	£0.00		
05/07/2021 10:30	A	-10000.00	-5000.00	-10000.00	-5000.00	0.00	5000	600%	0%	0%	N/A	£0.150	£375.00	£0.00	£0.00		
05/07/2021 11:00	A	-10000.00	-5000.00	-10000.00	-5000.00	0.00	5000	600%	0%	0%	N/A	£0.150	£375.00	£0.00	£0.00		
05/07/2021 11:30	U	-10000.00	-5000.00	-10000.00	-5000.00	0.00	5000	0%	0%	0%	0.00	£0.000	£0.00	£0.00	£0.00		
05/07/2021 12:00	U	-10000.00	-5000.00	-5000.00	-2500.00	2500.00	5000	100%	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00		
05/07/2021 12:30	U	-10000.00	-5000.00	-5000.00	-2500.00	2500.00	5000	100%	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00		
05/07/2021 13:00	U	-10000.00	-5000.00	-5000.00	-2500.00	2500.00	5000	100%	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00		
05/07/2021 13:30	U	-10000.00	-5000.00	-6000.00	-3000.00	2000.00	5000	80%	80%	80%	2000.00	£0.050	£0.000	£0.00	£100.00		
05/07/2021 14:00	U	-15000.00	-7500.00	-10000.00	-5000.00	2500.00	5000	100%	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00		
05/07/2021 14:30	U	-15000.00	-7500.00	-10000.00	-5000.00	2500.00	5000	100%	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00		
05/07/2021 15:00	U	-15000.00	-7500.00	-10000.00	-5000.00	2500.00	5000	100%	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00		
05/07/2021 15:30	U	-10000.00	-5000.00	-5400.00	-2700.00	2300.00	5000	92%	92%	92%	2300.00	£0.200	£0.000	£0.00	£460.00		
05/07/2021 16:00	U	-5000.00	-2500.00	-2000.00	-1000.00	1500.00	5000	60%	60%	60%	1500.00	£0.050	£0.000	£0.00	£75.00		
05/07/2021 16:30	U	0.00	0.00	2000.00	1000.00	1000.00	5000	40%	40%	40%	1000.00	£0.050	£0.000	£0.00	£50.00		
05/07/2021 17:00	U	5000.00	2500.00	4000.00	2000.00	0.00	5000	0%	0%	0%	0.00	£0.000	£0.000	£0.00	£0.00		
05/07/2021 17:30	U	10000.00	5000.00	16000.00	8000.00	3000.00	5000	120%	120%	120%	2750.00	£0.200	£0.150	£375.00	£550.00		
05/07/2021 18:00	U	15000.00	7500.00	20000.00	10000.00	2500.00	5000	100%	100%	100%	2500.00	£0.150	£375.00	£500.00	£500.00		
05/07/2021 19:00	U	15000.00	7500.00	20000.00	10000.00	2500.00	5000	100%	100%	100%	2500.00	£0.200	£0.150	£375.00	£500.00		
05/07/2021 19:30	A	15000.00	7500.00	20000.00	10000.00	2500.00	5000	0%	100%	N/A	N/A	£0.000	£0.00	£0.00	£0.00		
05/07/2021 20:00	A	15000.00	7500.00	20000.00	10000.00	2500.00	5000	0%	100%	N/A	N/A	£0.000	£0.00	£0.00	£0.00		
05/07/2021 20:30	A	15000.00	7500.00	20000.00	10000.00	2500.00	5000	0%	100%	N/A	N/A	£0.000	£0.00	£0.00	£0.00		
05/07/2021 21:00	A	15000.00	7500.00	20000.00	10000.00	2500.00	5000	0%	100%	N/A	N/A	£0.000	£0.00	£0.00	£0.00		
														£4,500.00	£5,235.00		
Max power (kW)		20000															
Min perf threshold (%)		90%															
Max perf threshold (%)		110%															
Availability fee (£/kWh)		£0.150															
Utilisation fee (£/kWh)		£0.200															
Under-performance util fee (£/kWh)		£0.050															

Figure 2: Performance Report Screenshot

6. Tender for Services

6.1 Ahead of the tender, the Company will make information available to Providers about the forthcoming tender. An example of an outline of information on upcoming tenders is given below:

Tender for Services - Outline															
Call off contract period (Start date)		01/04/2025						Period over which the call-off contract will apply (start and end date)		End date		31/03/2025			
Deadline for FSP response		30/01/2024						Specific date (usually - 2 weeks after issue of tender)							
Zone	Licence Area	Service	Service Response Direction	Minimum Capacity	Maximum Capacity	Estimated Market Value	Year	Service Window	Service Seasons*	Expected Days/season	Hours per day for each season	Forecasted Availability Hours for the year			
				(MW)	(MW)	(£)				(#)	(Hours)	(Hours)			
E.g.	Amersham	SEPD Operational Utilisation + Variable Availability (Secure)	GTU/DTD	0.01	1.00	2,000.00	2025/26	17:00 - 19:00	Spring/Autumn	2	7	14			
	Amersham	SEPD Operational Utilisation + Variable Availability (Secure)	GTU/DTD	0.01	1.00	2,000.00	2025/26	14:00 - 16:00	Winter/Spring/Autumn	2	6	12			

Figure 3: Tender for Services screenshot

7. Call Off Bid Submission Form

7.1 Call Off Submission Form to be submitted by the Provider. An example is given below:

Call Off Bid Submission Form - Outline Document											This form should be used by the Provider at the Call Off Bid stage to submit information about the site, DER and pricing information to the Company			
Provider														
Operational Contact Details														
Provider's Response:														
Zone	Service	Type	Service Response Direction	Asset	Maximum Capacity Offered	Availability Price (if applicable) (£/MWh)	Utilisation Price (£/MWh)	Type of baseline	Minimum run time (minutes)	Year of capacity				
E.g.	Amersham	Operational Utilisation + Variable Availability (Secure)	EV Charger	GTU/DTD	Asset 1	0.01	30	325	Nominated	30	2024/25			
	Amersham	Operational Utilisation + Variable Availability (Secure)	Battery	GTU/DTD	Asset 2	0.02	25	250	Historical	3	2024/25			

Figure 4: Call Off Submission Form screenshot



Emergency Flex (Opt in / Opt out)

The Company shall use the outcome of the questionnaire to confirm if the Provider has opted in or opted out of providing Emergency flex in 1.1 below:

The Provider has [opted in / opted out] of providing Emergency Flex.



Scottish & Southern
Electricity Networks