

Industry Codes: Timescales for Payment of Invoices

BSC

Relevant Definitions:

"Business Day": means a day (other than a Saturday or a Sunday) on which banks are open in London for general interbank business in Sterling and, in relation to payment in euro, any such day when in addition the Trans European Automated Real-time Gross Settlement Express Transfer System is operating;

"Payment Date": means, in relation to any Settlement Run in respect of any Settlement Day, the date on which notified payments in respect of Trading Charges are to be settled, in accordance with Section N;

BSC Section D: Cost Recovery (of BSCCo Charges)

4.5 Invoicing

4.5.1 In respect of each month, not less than 5 Business Days after making its determination for that month under paragraph 4.3.2, BSCCo shall send to each Trading Party:

(a) an invoice in respect of the amounts accruing in respect of BSCCo Charges in the following month (or where paragraph 4.5.2 applies, accruing in the relevant prior month), setting out:

- (i) the net amount determined as payable by or to the Trading Party in pursuant to paragraph 4.3.1(c)(iii);
 - (ii) applicable VAT in respect of supplies to which the invoice relates;
 - (iii) the invoice due date in accordance with paragraph 4.5.3;
- (b) a statement showing the basis of calculation (pursuant to paragraph 4.3) of the amounts under paragraph (a).

4.5.2 Where BSCCo has sufficient working capital available to it (pursuant to any permitted borrowing in accordance with Section C3.4.3(a)), BSCCo may decide, after consultation with the Panel, to invoice BSCCo Charges (to all Parties) up to 3 months in arrears.

4.5.3 Following the final determination by BSCCo in respect of the preceding BSC Year in accordance with paragraph 4.4, BSCCo shall send to each Trading Party an invoice and statement setting out the matters specified in paragraph 4.5.1.

4.5.4 The due date of each invoice for BSCCo Charges shall be the 10th Business Day after the date of receipt of the invoice.

Section N: Clearing, Invoicing and Payment (of Trading Charges)

3. PAYMENT CALENDAR

3.1 Content

3.1.1 No later than 31st January in each year the FAA shall:

(a) determine, in accordance with the requirements in paragraph 3.2 and BSCP301 and subject to approval of BSCCo, the following dates:

- (i) the Initial Payment Date; and
- (ii) the Initial Notification Date;

for each such Settlement Day in the next following BSC Year, and

(iii) the Payment Date for each Timetabled Reconciliation Settlement Run; and

- (iv) the Notification Date for each Timetabled Reconciliation Settlement Run, where the Payment Date is between the earliest and the latest Initial Payment Dates identified in (i) above; and
- (b) prepare or cause to be prepared a Payment Calendar showing (for each such Settlement Day) such dates.

3.2 Requirements

3.2.1 The following requirements shall apply to each Payment Calendar:

- (a) as an average over the entire BSC Year to which the Payment Calendar relates, each Initial Payment Date shall fall, as nearly as practicable, 29 days after the Settlement Day to which it relates;
- (b) each Initial Payment Date shall fall as nearly as practicable to the 29th day after the Settlement Day to which it relates;
- (c) each Payment Date and each Notification Date shall fall on a Business Day;
- (d) no Payment Date shall fall fewer than 3 Business Days after the relevant Notification Date; and
- (e) if possible, it shall not give rise to a requirement for more than 15 Timetabled Reconciliation and/or Initial Settlement Runs on any day

Connection and Use of System Code (CUSC)

"Payment Date" as defined in the **Balancing and Settlement Code** (see *above*);

Extract from Section 3 – Use of System

PART IIC - BALANCING SERVICES USE OF SYSTEM CHARGES

3.15 INTRODUCTION

3.15.1 Under the terms of the **CUSC** each **User** except in the case of **Distribution Interconnector Owners** is liable to pay **Balancing Services Use of System Charges**. The basis upon which **Balancing Services Use of System Charges** are levied and the calculation methodology and rules which will be used to quantify those charges are set out in the **Statement of the Use of System Charging Methodology**.

3.15.2 Balancing Services Use of System Charges

Notwithstanding the provisions of Paragraphs 6.6.1 and 6.6.2 the following provisions shall apply to the payment of the **Balancing Services Use of System Charges**.

- (a) **The Company** shall not later than 17.00 hours on the relevant **Notification Date** (and if this is not practicable as soon as possible thereafter as **The Company**, acting reasonably, considers is practicable) despatch an advice notice to the **User** in respect of the **Settlement Day** in relation to which the **Balancing Services Use of System Charges** are due on the relevant **Payment Date**.
- (b) The information on the advice notice in respect of each **Settlement Day** shall include the name of the **User** and the total amount payable to **The Company** in respect of **Balancing Services Use of System Charges** and in all cases together with any **Value Added Tax** thereon during each **Settlement Day**.
- (c) **The Company** shall, within a reasonable time thereafter provide a valid **Value Added Tax** invoice in respect of **Balancing Services Use of System**

Charges identified on the advice note.

(d) The **User** shall pay the **Balancing Services Use of System Charges** specified in the advice notice together with the **Value Added Tax** thereon to **The Company** no later than 12.30 hours on the **Payment Date** specified on the advice note in respect of such **Settlement Date** as if they were payments made in the manner specified in Paragraph 6.6.3.

Extract from Section 6 – General Provisions - Payment

6.6.2 **Users** shall pay **Connection Charges** and/or **Use of System Charges** and the **STTEC Charge** and the **LDTEC Charge** and due to **The Company** under the **CUSC** and/or each **Bilateral Agreement** and/or as otherwise notified to the **User** where there is no **Bilateral Agreement**, in accordance with the **CUSC** and/or the **Charging Statements** in the following manner:

(a) in the case of recurrent monthly charges and the **STTEC Charge** and the **LDTEC Charge** on the 15th day of the month in which **The Company's** invoice therefor was despatched (if despatched on the first day of that month) or, in all other cases, on the 15th day of the month following the month in which **The Company's** invoice therefor was despatched unless, in any such case, the said date is not a **Business Day** in which case payment shall be made on the next **Business Day**;

Master Registration Agreement

34 BILLING AND PAYMENT

34.1 Within 15 Working Days after the end of each calendar month each Distribution Business shall submit to each Supplier, each Data Aggregator and the BSC Agent a statement specifying:

34.1.1 the Services listed under Schedule 7 provided;

34.1.2 the charges levied with respect to each of those Services; and

34.1.3 any charges from previous monthly statements which have not been paid, in respect of Services as set out in Schedule 7 performed during that month for that Supplier, Data Aggregator or BSC Agent and setting out the total charges incurred, provided that where the total charges incurred, not including VAT, are less than or equal to £100, that payment shall not then become due and shall be included in the statement for the following month. Where the aggregate of any unpaid charges on a monthly statement issued to a Supplier or the BSC Agent, pursuant to Clause 34.1, including any unpaid amounts pursuant to Clause 34.1.3, exceeds £100, not including any VAT, the Distribution Business shall submit to that Supplier or the BSC Agent an invoice setting out the total payment due and any VAT payable thereon, provided that in the monthly statement for April in each year, the Distribution Business shall submit to that Supplier or the BSC Agent an invoice setting out the total payment due for that month and any previous months which have not been paid, irrespective of whether the aggregate of those amounts exceeds £100.

34.2 Subject to Clause 34.3, within 20 Working Days of receipt of an invoice submitted in accordance with Clause 34.2, the Supplier, Data Aggregator or the BSC Agent shall pay to the Distribution Business all sums due in respect of such invoice in pounds sterling by electronic transfer of funds or other agreed means to such bank account (located in the United Kingdom) as is specified in the invoice, together with, where appropriate, an associated remittance advice, quoting the invoice number against which payment is made.

34.3 Where any sum included in a statement submitted in accordance with Clause 34.1 is disputed by a Supplier, Data Aggregator or the BSC Agent in good faith, that Supplier, Data Aggregator or the BSC Agent shall within 10 Working Days of receipt of such statement provide the Distribution Business with a statement of the amount in dispute. The Supplier, Data Aggregator or the BSC Agent shall pay such amount included in the statement in question as is not in dispute and shall be entitled to withhold the balance pending resolution of the dispute.

34.4 If a statement is served by a Supplier, Data Aggregator or the BSC Agent under Clause 34.3, the relevant parties shall use reasonable endeavours to resolve the dispute in question within 20 Working Days of it being raised, failing which the provisions of Clause 40 shall apply. Following resolution of the dispute, any amount agreed or determined to be payable, together with any VAT payable, shall be paid within 10 Working Days after such agreement or determination and interest shall accrue on such amount, net of any VAT payable, from the date such amount was originally due until the date of payment at the rate of 1% per annum above the base rate during such period of Barclays Bank plc (where the Distribution Business is located in England and Wales), as compounded annually.

34.5 Should a Supplier, Data Aggregator or the BSC Agent fail to make payment on or before the due date of any sum due in accordance with Clause 34.2 (other than any sum which is the subject of a bona fide dispute in accordance with Clause 34.3), interest on the amount unpaid shall accrue from the date such amount was due until the date of payment at the rate of 3% per annum above the base rate during such period of Barclays Bank plc (where the Distribution Business is located in England and Wales), compounded annually.

34.6 Subject to Clause 34.3, all payments to be made by a Supplier, Data Aggregator or the BSC Agent under this Agreement shall be made without any set-off or reduction in respect of any claims or disputes or otherwise including any liquidated damages paid under Clause 14 but shall be without prejudice to any claims or rights which a Supplier, Data Aggregator, the BSC Agent, BSC Trading Parties or any of them may have against the Distribution Business.

34.7 If the Authority determines or the Distribution Business otherwise agrees that the charges (including any variations thereof) payable by a Supplier, Data Aggregator or the BSC Agent under this Agreement have not been calculated strictly in accordance with the terms of the Distribution Business's statement of charges for Metering Point

Administration Services issued pursuant to Condition 18 or Condition 36, as appropriate, of the Electricity Distribution Licence, the Distribution Business shall pay to the Supplier, Data Aggregator or the BSC Agent an amount in respect of each charging period equal to the amount, if any, by which that Supplier, Data Aggregator or the BSC Agent has been overcharged during such charging period as a result together with interest thereon from the date on which such charges were paid until the date of payment of such interest. Such interest shall accrue from day to day at the rate specified in Clause 34.5.

34.8 Within 15 Working Days after the end of each Quarter each Distribution Business shall submit to each Supplier or the BSC Agent a statement setting out, in respect of that Quarter, the liquidated damages payments which it reasonably considers to be payable to the Supplier or the BSC Agent pursuant to Clause 14.10 or 14.11 as a result of failure by its MPAS Provider (or its Appointed MPAS Agent as the case may be) to meet the relevant service levels in Clause 14.5 or 14.6 during the relevant Quarter.

34.9 Within 10 Working Days of receiving a statement submitted in accordance with Clause 34.8, the Supplier or the BSC Agent shall submit to the Distribution Business a statement setting out any further liquidated damages payments which it considers to be payable by that Distribution Business as a result of the failure by the relevant MPAS Provider (or its Appointed MPAS Agent as the case may be) to meet the

relevant service levels in either Clause 14.5 or Clause 14.6, as relevant during the relevant Quarter over and above those set out in the statement submitted in accordance with Clause 34.8 together in each case with reasonable supporting evidence explaining why it considers that further liquidated damages payments are payable.

34.10 Subject to Clause 34.11, within 10 Working Days of receipt of a statement submitted in accordance with Clause 34.9 (or, if no such statement is submitted, within 20 Working Days of dispatching its statement in accordance with Clause 34.8) the Distribution Business shall pay to each relevant Supplier or the BSC Agent all sums due in respect of:

34.10.1 the liquidated damages payments set out in the statement submitted in accordance with Clause 34.8;

34.10.2 the undisputed portion of any further liquidated damages payments set out in the statement of the relevant Supplier or the BSC Agent submitted in accordance with Clause 34.9; and

34.10.3 the further liquidated damages payments resulting from any undisputed further failures by its MPAS Provider (or its Appointed MPAS Agent as the case may be) to meet the relevant Service Levels set out in the statement of a Supplier or the BSC Agent submitted in accordance with Clause 34.9.

Any undisputed and unpaid sums from previous Quarters shall be shown on each statement issued pursuant to Clause 34.8 until those sums are paid provided that such sums shall only become payable by the Distribution Business when the aggregate of the sums set out in Clauses 34.10.1 and 34.10.2 exceeds £100. All sums due shall be paid by the Distribution Business in pounds sterling by electronic transfer to funds or other agreed means to such bank account (located in the United Kingdom) as is specified by the Supplier or the BSC Agent together with, where appropriate, an associated remittance advice, stating the period to which the payment relates.

34.11 Where any sum included in a statement submitted in accordance with Clause 34.9 is disputed by a Distribution Business in good faith, that Distribution Business shall within 10 Working Days of receipt of such statement provide the relevant Supplier or the BSC Agent with a statement of the amount in dispute. The Distribution Business shall pay such amount included in the statement in question as is not in dispute and shall be entitled to withhold the balance pending resolution of the dispute.

34.12 If a statement is served by a Distribution Business under Clause 34.11 the parties shall use reasonable endeavours to resolve the dispute in question within 20 Working Days of it being raised, failing which the provisions of Clause 40 shall apply. Following resolution of the dispute, any amount agreed or determined payable shall be paid within 10 Working Days after such agreement or determination and interest shall accrue on such amount from the date such amount was originally due until the date of payment at the rate of 1% per annum above the base rate during such period of Barclays Bank plc (where the Distribution Business is located in England and Wales), compounded annually.

34.13 Should a Distribution Business fail to make payment on or before the due date of any sum due in accordance with Clause 34.10 (other than any sum which is the subject of a bona fide dispute and which has been notified by that Distribution Business in accordance with Clause 34.11), interest on the amount unpaid shall accrue from the date such amount was due until the date of payment at the rate of 3% per annum above the base rate during such period of Barclays Bank plc (where the Distribution Business is located in England and Wales) compounded annually.

Gas Uniform Network Code (UNC)

3.1 Invoice Due Date

3.1.1 Subject to paragraphs 1.7.2, 1.7.4 and 4.2.2, the Invoice Amounts under each Invoice Document shall be paid (by the User to the Transporter or by the Transporter to the User, as the case may be) on or before the Invoice Due Date.

3.1.2 The "**Invoice Due Date**" in respect of an Invoice Document is the day ending at 24:00 hours on:

(a) subject to paragraphs (b) and (c), whichever is the later of:

(i) the 12th Day after the Day on which the Invoice Document was deemed to be received in accordance with Section U and GT Section B5; and

(ii) the 20th Day after the last Day of the Billing Period to which the Invoice Document relates;

(b) in the case of an Adjustment Invoice, Interest Invoice or Ad-hoc Invoice, subject to paragraph (c) and paragraph (d), the 12th Day after the Day on which the Invoice Document was deemed to be received in accordance with Section U and GT Section B5;

(c) where the Day (the "**target due date**") determined under paragraph (a), (b) or (d) is not a Business Day:

(i) subject to paragraph (ii), the Business Day (whether before or after the target due date) which is nearest to the target due date; or (ii) if the nearest Business Days before and after the target due date are equally near, the nearest Business Day after the target due date.

(d) subject to paragraph (e), in the case of a Small Value Invoice, the 30th Day following the end of the month in which the Invoice Document was deemed to be received in accordance with Section U and GT Section B5, or

(e) the Day determined in accordance with paragraph (b), where the Small Value Invoice is not paid by the Day in paragraph (d).

3.1.3 Where an Invoice Type contains Invoice Amounts payable both by and to a User, only the net amount (the "**Net Invoice Amount**") shall be payable.