

Amended Clauses 20, 23, 44 and 46 as follows;

Initial Account

20.2. Following its receipt of each Supercustomer DUoS Report in accordance with the timetable for Settlement after each Settlement Run relating to each Settlement Day, the Company shall deliver Daily Statements, **including where these total zero**, to the User as soon as is reasonably practicable.

20.3. The Company shall submit to the User as soon as is reasonably practicable after the end of each charging period an account or accounts (the **Initial Account**) specifying the Use of System Charges payable by or to the User in respect of each Initial Settlement Run in respect of which a Daily Statement has been produced and which has not previously been included in an Initial Account, **including where these total zero**. Such Initial Accounts shall be based on the Daily Statements provided pursuant to Clause 20.2.

Reconciliation Account

20.4. Where a subsequent Daily Statement for any Settlement Day indicates that, as a result of a subsequent Reconciliation Run or Post-Final Settlement Run, the Use of System Charges in respect of that Settlement Day are different from those included in an Initial Account, **including where either of these total zero**, the Company shall calculate such difference and the interest thereon and shall submit an account **including where that account total zeros** (the **Reconciliation Account**) in respect of such difference to the User as soon as is reasonably practicable after the end of each charging period. Such interest shall be calculated in accordance with the provisions of Schedule 3.

20.5. Within 14 days of the date of an Initial Account or Reconciliation Account submitted in accordance with Clause 20.3 or 20.4, the Payor shall (subject to Clause 19.6) pay to the Payee all sums due in respect of such Initial Account or Reconciliation Account in pounds sterling by electronic transfer of funds to such bank account (located in the United Kingdom) as is specified in the Initial Account or Reconciliation Account (or, where the Company is the Payor, such bank account as is notified to the Company by the User from time to time), quoting the Initial Account or Reconciliation Account number against which payment is made and/or such other details as the Payee may reasonably require.

20.5a **Within 14 days of the date of an Initial Account or Reconciliation Account submitted in accordance with Clause 20.3 or 20.4 that totals £0, the User shall (subject to Clause 19.6) notify the Company to clear down all zero sums quoting the Initial Account or Reconciliation Account number to be cleared and/or such other details as the Company may reasonably require.**

- 23.3 The Payee shall be entitled, without prejudice to any other right or remedy, to receive interest on any payment not duly made pursuant to the terms of Clause 20.5, Clause 21.3, or Clause 22.3, calculated from day to day at a rate per annum equal to the Default Interest Rate from the day after the date on which payment was due up to and including the date of payment, together with any reasonable administration charge notified by the Payee to the Payor from time to time. **The Company shall be entitled to receive a reasonable administration charge, as notified by the Company to the User from time to time, for any zero sum invoice which it has not received notice to clear down in accordance with Clause 20.5a.**
- 44.4 Within 14 days of the date of an account submitted in accordance with Clause 44.2 or Clause 44.3, the User shall pay to the Company all sums due in respect of such account in pounds sterling by electronic transfer of cleared funds to such bank account (located in the United Kingdom) as is specified in the account, **or if the account totals £0 the User shall notify the Company to clear down all zero sums,** quoting the account number against which payment is made **or clearance of zero value is directed** and/or such other details as the Company may reasonably require.
- 46.3 The Company shall be entitled, without prejudice to any other right or remedy, to receive interest on any payment not duly made pursuant to the terms of Clause 44.4, or Clause 45.3 calculated from day to day at a rate per annum equal to the Default Interest Rate from the day after the date on which payment was due up to and including the date of payment, together with an administration charge as notified by the Company to the User from time to time. **The Company shall be entitled to receive a reasonable administration charge, as notified by the Company to the User from time to time, for any zero sum invoice which it has not received notice to clear down in accordance with Clause 44.4.**

Amend Schedule 19 as follows;

- 2.1 In order to calculate the Use of System Charges attributable to the EDNO's aggregated settled demand Connectees, the DNO Party will use the data provided to it by the SVAA **including where these total zero for the EDNO [pursuant to section S and BSCP508 of the BSC].**
- 2.2 Where a subsequent Settlement Run indicates that, as a result of such Settlement Run, the Use of System Charges are different from those previously billed, the DNO Party shall calculate such difference and the interest thereon, and shall submit an invoice, **including where such difference totals zero,** for such difference and interest as soon as is reasonably practicable after such Settlement Run. Such interest shall be calculated in accordance with the provisions of Schedule 3 (as if the invoice under Paragraph 2.1 was an Initial Account, and as if the invoice under this Paragraph 2.2 was a Reconciliation Account under Clause 20.4).

The highlighted and bracketed phrase is proposed to be removed in the MHHS drafting work.