

Flexibility Services Service Terms – Electricity North West Ltd (ENWL)

July 2024

DOCUMENT CONTROL

Authorities

Version	Issue Date	Authorisation	Comments
0.3	July 2024	ENWL	<u>ENWL Flexible Services Document Library</u>

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

The Company procures the following services:

- Peak Reduction
- Operational Utilisation
- Operational Utilisation + Variable Availability

The latest requirements for the procurement of Flexible Services by the Company can be found here.

An overview of these services and product parameters can be found in Paragraph 4 of Annex 1

The definitions of these services are aligned with the Open Networks standards which can be found on the ENA Open Networks product alignment documents.¹

These Service Terms relate to the Company's procurement of Flexibility Services on its electricity distribution network.

¹ . [on-flexibility-products-alignment-\(feb-2024\).pdf \(energynetworks.org\)](#)

1.1 Commencement & Expiry Dates

1.1.1 This Overarching Agreement shall commence on the Commencement Date and subject to earlier termination, shall continue until the expiry date.

Commencement Date	The Agreement shall commence on the date on which the agreement is made.
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2. Changes to Service Terms

All UK DNOs work collectively through the ENAs Open Networks Project to develop a standardised Common Contract for the procurement of Flexibility Services. Any suggestions/feedback regarding the General Terms and its Associated Documents can be directed to the ENA who will ensure it 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 [MW/MVAR]”	the [MW/MVAR] accepted in accordance with [this Annex];
“Accepted Availability Window”	where services have been contracted to include variable availability, the accepted availability window is the period required for service provision to be made available following the agreement between the Company and Provider during the Availability Refinement Period. If a service does not have an Availability Refinement Period, then this Accepted Availability Window is defined within the Contract Award;
“Accepted End Time”	the date and time (to the nearest minute) as notified in accordance with the Service Terms at which the Accepted [MW/MVAR] is no longer required to be delivered;
“Accepted Start Time”	the date and time (to the nearest minute) as notified in accordance with the Service Terms at which the Accepted [MW/MVAR] shall be delivered;

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“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;
“Agreed Availability Capacity”	the volume of capacity required to be made Available for the provision of services following the agreement between the Company and Provider during the Availability Refinement Period, where applicable;
“API”	Application Programming Interface, is a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service;
“Asset Point Metering”	the metering measured directly from the DER and is downstream of the Boundary Point Metering;
“Availability Fee”	the fee payable in consideration for the Provider making the DER Available and calculated in accordance with the provisions of the Service Terms;
“Availability Payments”	means the payments made by the company in respect to the Accepted Availability Windows;
“Availability Refinement Period”	means the period defined within the product parameters where a refinement of the availability window and Agreed Availability Capacity is agreed;
“Availability Status”	Available or Unavailable;
“Baseline”	the pre-agreed power level that changes are measured against;
“Boundary Metering Point”	the metering measured at the point of supply from the Company network;
“Demand”	the demand (in MW) of Active Power consumed by Plant and/or Apparatus;
“Demand Response Active Power Code”	as defined in the Grid Code;
“Demand Response Provider”	as defined in the Grid Code;
“Electrical Storage”	in the electricity system is the conversion of electrical energy in a form of energy which can be stored, the storing of that energy,

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	and the subsequent reconversion of that energy back into electrical energy;
“Flexible Services Dispatch Platform”	A platform which the Company utilise to carry out: availability declarations, baselining, dispatch, and settlement of flexible services;
“Flexible Services Procurement Platform”	A platform which the Company utilise to carry out: Commercial and Technical Qualification, bidding, and award of contracts for flexible services;
“Generation”	the electrical output (in MW) of a [Unit];
“Grace Factor”	A tolerance which is applied to the MW delivered, if the delivered % is within this tolerance then full payment is made for the minute;
“Monthly Utilisation Performance Factor”	the calculation of the impact on the Availability Payment, for the relevant month, of how the Provider performs where Utilisation Instructions have been issued;
“Output”	Active Power output (in MW) achieved by Plant and/or Apparatus;
“Performance Report”	means a report in relation to the Flexibility Services provided by a DER, or groups of DER responding to Utilisation Instructions in accordance with the Service Terms;
“Policies”	means any instructions, rules or policies issued by the Company from time to time;
“Post-fault condition”	means the situation where the distribution network is operating abnormally, generally following the disconnection and isolation of a section of the network due to an electrical fault on that section of network;
“Power Requirement”	means the level of power injection or demand reduction required by the Company within a specified Service Window (if applicable) and delivered by the Provider following a Utilisation Instruction,
“Recovery Time”	the minimum time required between the end of a Flexibility Service delivery window and the commencement of the next Flexibility Service delivery window, as defined in the Service Terms;

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“Requested End Time”	the date and time (to the nearest minute) as notified in accordance with this Annex at which the Requested MW is no longer required to be delivered;
“Requested MW”	the MW requested by the Company in accordance with the Service Terms;
“Requested Start Time”	the date and time (to the nearest minute) as notified in accordance with the Service Terms at which the Requested MW shall be delivered;
“Service Meter”	the measuring equipment, as defined by the Company in the Service Terms, that shall be used to determine delivery of the Flexibility Services;
“Service Meter Data”	the meter data recorded at the Service Meter at the Site(s) listed in the Service Terms;
“Service Period”	the period as specified in the Service Terms;
“Service Requirement”	the relevant service requirements detailed in the notification of Contract Award;
“Service Window”	the relevant service window detailed in the notification of Contract Award;
“Start Instruction”	means an instruction from the Company to the Provider to start the Service Response;
“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, instructing the Provider to cease delivery of the Flexibility Services, as more particularly described in the Service Terms;
“Utilisation Fee”	the amount payable by the Company to the Provider for the utilisation of any Flexibility Service, as defined in the Service Terms;
“Utilisation Payments”	the payments made by the Company in respect to the capacity or energy delivered over a specified period of time, in response to a Utilisation Instruction;

“Zone”	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.
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4. Service Details

- 4.1 Service Parameters
- 4.1.1 Details of the Service Parameters shall be provided in the notification of Contract Award and examples shall be available within the relevant tools and templates schedule.
- 4.2 Service Windows
- 4.2.1 Details of the Service Windows shall be provided in the notification of Contract Award and examples shall be available within the relevant tools and templates schedule.
- 4.3 Service Requirements
- 4.3.1 Details of the Service Requirements shall be provided in the notification of Contract Award and examples shall be available within the relevant tools and templates schedule.

5. Invoicing & Charges

- 5.1 All invoices should reference the statement number and be sent to the Nominated Person as identified in Part 1 of this Agreement.

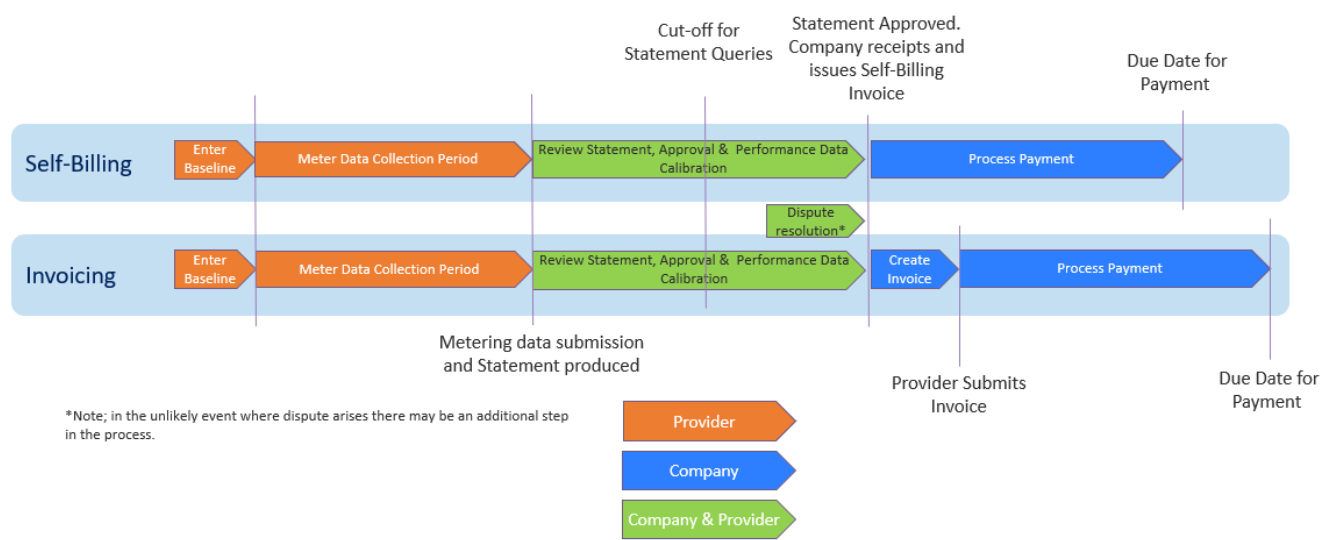


Figure 1: Invoicing and Payment Timeline for Self-Billing and Invoicing options.

5.2 Charges

5.2.1 Pricing for any Service which a Provider is participating shall be set out in Annex 2 and shall be subject to the terms and conditions of these Service Terms.

For further information on contract pricing, ITT, tools and documents can be found here² Calculation of Charges

5.2.1 There are two types of Flexibility Services payments: Utilisation Payments and Availability Payments. The application of the payment type depends on the Flexibility Service product being delivered.

Utilisation Payments

5.2.2 Utilisation Payments are made when a Utilisation Instruction is issued by the Company. Utilisation Payments are considered in terms of:

- (a) for every metered time period, energy (MWh) delivered supplied by the Provider and multiplied by the Utilisation Fee (£/MWh); or,
- (b) the capacity (MW) delivered multiplied by the Utilisation Fee (£/MW) over a period-of-time.

5.2.3 Where the Provider has not fully met the volume of the Utilisation Instruction, an additional Performance Multiplier is applied to determine Utilisation Performance and how much delivery is eligible for payment.

5.2.4 The company reserves the right to amend the factors outlined in paragraph 5.4.7 and will make changes to these factors known ahead of Trade Opportunities becoming available.

Availability Payments

5.2.5 Where Availability is applicable to a flexibility service, payments are paid for every Accepted Availability Window in respect of the contracted DER. Availability Payments are subject to a Monthly Utilisation Performance Factor.

5.2.6 Availability is determined by:

- (a) for every metered time period, the Agreed Availability Capacity (MW) multiplied by the Availability Fee.

5.2.7 Where a Service Provider declares Unavailability, or was not Available at the time of delivery, then no Availability Payment will be made for that metered time period.

² : [Flexible Services Document Library \(enwl.co.uk\)](https://enwl.co.uk/Flexible-Services-Documents)

- 5.2.8 Availability Performance is calculated monthly and Availability Payments are recovered should the delivered capacity be lower than the agreed delivery capacity. In order to determine the recovery, the Provider's calculated Monthly Utilisation Performance Factor is applied to the Availability Payment.

Further information and ENA documentation on standardised products can be found here³

5.3 Payment Terms

- 5.3.1 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.
- 5.3.2 All invoices shall be paid by month end of the following month of the date of invoice (the "Due Date for Payment").
- 5.3.3 If the Company intends to pay less than the sum stated as due in the self-billing 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.
- 5.3.4 Unless otherwise agreed in writing between the Parties, payment of invoices shall be made by the Company either (at the Company's option) by BACS payment to a bank account nominated in writing by the Provider or by cheque sent to an address nominated in writing by the Provider (or, where no such address is nominated in writing by the Provider then to the Provider's registered office).
- 5.3.5 All sums payable under this Contract shall be exclusive of VAT. The payor of any sums shall pay an amount equal to such VAT to the payee in addition to any sum or consideration on receipt of a valid VAT invoice from the payee.
- 5.3.6 If the payor fails to pay to the payee any undisputed amount payable by it under this Agreement, the payee may charge the payor interest on the overdue amount from the due date up to the date of actual payment at the rate of two per cent (2%) per annum above the base rate of the Bank of England. Such interest shall accrue from day to day 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

³ ON Flexibility Products Review and Alignment (Feb 2024) – Energy Networks Association (ENA)

acknowledge that their liability under this paragraph 5.3.6 is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

- 5.3.7 The payor may, without limiting any other rights or remedies it may have, withhold or set off any amounts owed to it by the payee against any amounts payable by the payor to the payee under this Contract.

Response provided as % of Utilisation Instruction	Payment	Actions
>100%	No additional payment made for services greater than requested	None
95% - 100%	Payment in full. This includes a 5% grace factor	None
64% - 95%	A 3% Performance Multiplier is applied to payments	Service delivery under 95% will be monitored. Greater than three utilisations delivered at <90% will be constituted as service failure.
<64%	Service failure. No payment made.	Potential contract termination

Table 1: Performance Multiplier: if the delivery % is outside the Grace Factor then a Performance Multiplier is applied to reduce the amount paid by the Performance Multiplier for each (1) % that delivery falls outside of the tolerance.

6. Sites & DER

- 6.1 Details of the Provider's DER are to be submitted to the Company through the Company's designated Flexible Services Dispatch Platform, as further described in Appendix 2 of the Company's latest requirements.⁴

⁴ Latest Requirement- Flexible Services (enwl.co.uk)

- 6.2 Where a DER forms part of a successful Trade, the Company will confirm such trade within the Flexible Services Procurement Platform.
- 6.3 Should the Provider wish to change its DER post Trade Award, this can be accommodated through the Company's Flexible Services Dispatch Platform, as further described in Appendix 2 of the Company's latest requirements.
- 6.4 The Company will allow the inclusion of additional sites at any time throughout the Term. Such changes to DER shall take effect not earlier than the following operational period. These sites will need to complete a full technical qualification for the constraint management zone they are to be utilised for.
- 6.5 Providers will not be compensated for participation above the Accepted MW stated within the Trade Award without prior written authorisation from the Company.

7. Communications

7.1 Senior Representatives

Escalations process

Escalation Level	Company Representative	Service Provider Representative
1	Paul George- DSO Commercial Lead	[•]
2	Relevant Company Manager/Commercial Manager	[•]

7.2 Process and systems for communications

Utilisation Instructions	Stop Instructions	Unavailability notices
<p>Utilisation instructions will be issued either via:</p> <ul style="list-style-type: none"> • E-mail • API <p>The Utilisation Instruction will specify for a DER:</p>	<p>Utilisation instructions will be issued either via:</p> <ul style="list-style-type: none"> • E-mail • API <p>The Utilisation Instruction will specify for a DER:</p>	<p>The process for issuing unavailability notices shall be administered through the Company's Flexible Services Dispatch Platform or by emailing flexible.services@enwl.co.uk</p>

<ul style="list-style-type: none">the Zone to which the Utilisation Instruction relates;the Requested Start Time; andthe Requested MW.	<ul style="list-style-type: none">the Zone to which the Utilisation Instruction relates;the Requested stop Time; andthe Requested MW.	
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7.3 Acceptance of instructions

The Provider should accept the instruction by responding (by any method as approved by the Company) to the Utilisation Instruction within the product parameter requirements. Table A1.5

8. Performance Monitoring

8.1 Metering Standards

For Asset Point Metering, the Provider will ensure compliance with the following metering standards set out within the most recent published relevant Balancing and Settlement Code of Practice Eleven (CoP11): code of practice for the metering of balancing services assets for settlement purposes:

- the metering 'accuracy requirements';
- the 'asset meter calibration test certification';
- the 'limits of error';
- the 'sealing' requirements.

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.

Further information on the Balancing and Settlement Code of Practice Eleven (CoP11) can be found on the Elexon Codes of Practice standards.⁵ :

⁵ New BSC Code of Practice (CoP11) sets standards for accuracy of Asset Metering Systems - Elexon BSC

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 Performance Report

A performance report will automatically be generated by the Companies Flexible Services Dispatch Platform following successful receipt of metering data as defined within section 5 of these services terms.

Baselining for Measuring Actual Delivery

Certain products rely on minute-by-minute 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. Responses will be calculated on the number of full minutes of response.

In association with the ENA Open Network Project, we have developed a range of common baselining standards which can be used across the industry when measuring and settling flexible services dispatch contracts. We encourage participants within our tenders to engage with us regarding baselining methodology which represents the best solution for their site's asset type and the level of data they are able to provide of historical and future usage patterns.

[The methodology for baselining will be agreed between the Company and the Provider post contract award and ahead of any service provision, this shall occur at least (2) months prior to the first Utilisation Period.]

8.3 Testing and monitoring

Testing will need to be conducted at least (30) days prior to the beginning of the contracted delivery window. The company also reserve the right to request additional Proving Tests (test of ability to deliver a response) at its discretion. Utilisation payments will apply for successful proving tests as requested by the Company.

Utilisation payments will not be paid for unsuccessful proving tests or where the test is required as a result of a previous service failure.

8.4 Service Meter

Location of metering	Metering granularity	Standards
<p>Provider to provide details of the measuring equipment</p> <ul style="list-style-type: none"> Asset Metering Boundary Point Metering <p>[to be agreed by the Company post award]</p>	<p>Minute-by-minute and half hourly data, will be accepted 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.</p> <p>[to be agreed by the Company post award]</p>	<ul style="list-style-type: none"> Asset Metering Codes of Practice eleven (CoP11) <p>[to be agreed by the Company post award]</p>

8.5 Service Failure

Please refer to the Performance Monitoring table for specific parameters

Each of the following shall constitute a Service Failure:

- 8.5.1 Reduced Capacity: if a unit providing Flexibility Services fails to deliver Flexibility Services in accordance with Utilisation Instructions at a delivery performance of at least 63% over 2 months or for three (3) dispatches, whichever is sooner.
- 8.5.2 Unavailability level: if a unit providing Flexibility Services is Unavailable and has more than 30% of [agreed availability] of the Service Period in a month;
- 8.5.3 Unavailability Notification: if the Provider fails to notify the Company that a unit providing Flexibility Services is Unavailable

8.6 Monitoring of DER development projects

Details of development milestone	Expected date of delivery	Comments
[[To be updated post bid acceptance]	[To be updated post bid acceptance]	[To be updated post bid acceptance]

8.7 Auditing

The contracted DER performance will be audited using two validation methods:

- The submitted metering data by the Provider;
- The company reserve the right to utilise any alternative validation methods such as smart meter data, Company owned metering data and or SCADA systems.

8.8.1

[Note: The Company may repeat the assessment process on an annual basis.]

8.8 Additional performance obligations

Not Applicable (N/A)

8.9 Non-delivery and under-delivery

- An under-performing period is one where the minimum performance threshold has not been reached. A reduced Utilisation Price is payable for each under-performing half hour between the event Start and Stop times.
- The minimum performance threshold is 63% of the instructed power charge.
- The Utilisation Price payable for under-performing periods will be as calculated in the payment calculation table referenced in Section (5.3.7) of these Service Terms.
- No Availability Payment will be due for periods where the minimum performance threshold has not been reached.

9. Data Protection and GDPR

If at any point during this term, either Party considers that one Party is acting as 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.

9.1 GDPR

- (a) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause (9) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- (b) The parties acknowledge that for the purposes of the Data Protection Legislation, both parties are independent data controllers, and neither party is a processor to the other. The Company shall from time-to-time process personal data including MPAN numbers and addresses provided by the Provider to give effect to the terms of this Agreement for the duration of the Agreement.
- (c) Without prejudice to the generality of clause (9), each party will ensure that it has all necessary appropriate privacy notices in place and a valid lawful basis as required by data protection laws, to enable the lawful transfer of the personal data to the Company for the duration and purposes of this Agreement. The Provider will ensure that its relevant privacy notice(s) reflect that personal data is shared with ENW.
- (d) Without prejudice to the generality of clause (9a), the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under this Agreement:
- (i) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (iii) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - (iv) Ensure that any international transfer of personal data outside of the UK meets the requirements of Articles 44-49 of the UKGDPR.

9.1.1 (v) Notify the other party of any request from a data subject in relation to the shared data, to exercise individual rights as set out in data protection law.

9.2 Ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

9.3 (vi) notify the other party without undue delay on becoming aware of a personal data breach of the shared personal data;

9.4 maintain complete and accurate records and information to demonstrate its compliance with this clause (9);

9.5 indemnify the Other Party against any loss or damage suffered by that other Party in relation to any breach by a Party of its obligations under this clause (9).

(A) Provider or the Company has provided appropriate safeguards in relation to the transfer;

(B) the data subject has enforceable rights and effective legal remedies;

(C) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(D) the Company complies with reasonable instructions notified to it in advance by Provider with respect to the processing of the personal data;

(v) assist Provider in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(vi) notify Provider without undue delay on becoming aware of a personal data breach;

(vii) at the written direction of Provider, delete or return personal data and copies thereof to Provider on termination of this Agreement unless required by applicable law to store the personal data and all other provisions of this clause (9), will apply in relation to any data retained under this this clause; and

(viii) maintain complete and accurate records and information to demonstrate its compliance with this clause (9) and allow for audits by Provider or Provider's designated auditor and immediately inform Provider if, in the opinion of the Company, an instruction infringes the Data Protection Legislation; and

(ix) indemnify Provider against any loss or damage suffered by Provider in relation to any breach by the Company of its obligations under this clause (9).

(e) The Company shall not, without Provider's express written permission, appoint any third party processor of Personal Data under this Agreement. Where Provider provides such consent pursuant to this clause 9(e), the Company shall ensure that that it has entered or (as the case may be) will enter with the third party processor into a written agreement prior to such information being processed incorporating terms which are substantially similar to those set out in this clause (9) and which the Company confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between Provider and the Company, the Company shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause (9)

10. Details of Flexibility Provider and Special Conditions

Provider	Provider's company number and registered office
Requested MW	[●]
Contract number	[to be completed by the Company post award]
Provider's addresses for notices	[●] Address: [●] Contact Number: [●] For the attention of: [●]
Company's addresses for notices	Electricity North West Limited Address: Borron Street, Stockport, SK1 2JD Contact Number: 0843 324651 For the attention of: Paul George
Provider's Nominated Person	[●]

Company's Nominated Person	<ul style="list-style-type: none">• Paul George- DSO Commercial Lead• Keith Evans – DSO Technical Lead
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10.1 Cyber Security

Providers are responsible for Cyber Security practices pertaining to their own systems required integration. Including to end user assets, Company designated Flexible Services dispatch platform, any other Company systems, and other third-party systems.

Annexes to Flexibility Services Service Terms – Company Active Services

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Authorities

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Definitions

The additional terms placed within the Service Terms shall also apply to these associated Annexes.

Annex 1 – Flexibility Management Systems/Technical Requirements

A1.1 Company Flexibility Management System Details

Electricity North West operates its flexibility requirements via email or API transfer. Via the data transfer flexibility providers are able to declare if their Distributed Energy Resource (DER) is Available or Unavailable and submit associated meter readings. The Company will use the data transfer system to accept declarations and instruct utilisation events.

A1.1.1 The technical requirements together with the Service Terms and associated documents will apply to Providers adopting the automatic approach using the Company's designated Flexible Services dispatch platform.

A1.1.2 For information, the Company's standard associated documents can be viewed within the Flexible Services Document Library.⁶

A1.2 Dispatch Principles

The Provider acknowledges that, in the event that Demand Response declarations from multiple contractors (including the Provider) for the Flexibility Services within a Zone exceed the Company's overall peak Demand Response MW requirements for such Flexibility Service and Zone, then whilst the Company will, use its reasonable endeavours to issue instructions for dispatch in accordance with the 'Acceptance & Dispatch Principles', there is no guarantee that the Provider will be Utilised during a constraint event.

A1.3 Conditions Precedent

The Bidder will need to meet the following high-level conditions in order to provide a Flexible Service to the company:

- a) The Flexible Resource must: be connected to the network location being supported or be able to locate (i.e install, commission, and deliver) the Flexible Resource in the locality of the network asset being supported (1) month prior to the delivery start date.
- b) The Provider should be able to deliver and manage, upon the Company's request, a net reduction in the Demand or an increase in the Export, as seen by the distribution network.

⁶ [Flexible Services Document Library \(enwl.co.uk\)](https://enwl.co.uk)

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- c) The Flexible Resource should have the ability to act (provide a response) reliably and consistently, in both magnitude and duration, throughout the contracted windows.
- d) Generators and electrical Storage, greater than 16A per phase, looking to export to the network will need to have a long-term parallel connection and be compliant with the requirements of EREC G59 or EREC G99.
- e) Generators and electrical Storage, less than 16A per phase, looking to export to the network will need to have a long-term parallel connection and be compliant with the requirements of EREC G83 or EREC G98.
- f) Flexible Service Providers should be able to deliver the service by the specified delivery start date.

A 1.4 Minimum Requirements

The Flexible Services procured are for a decrease in import or an increase in export. The following requirements are required for participation:

- a) Each Site/Group must be in one of the zones detailed within the Tender.
- b) Each Site/Group must be minute-by-minute metered, or an agreed equivalent e.g. Half Hourly. 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.
- c) For dispatchable resources, each Site/Group must be able to respond within (15) minutes of receipt of a dispatch signal.
- d) Pre-Scheduled services will be dispatched as part of a pre-defined schedule and as such the Provider should self-dispatch the agreed capacity at the agreed time.
- e) Where Energy Efficiency measures are utilised, there will be no dispatch command issued, Providers are expected to provide an enduring reduction in demand.
- f) Each Site must be built (i.e. commissioned) and have a connection agreement with final milestone one month prior to the start of the performance window.
- g) Provision of the service must not put the Provider in breach of other agreements (e.g. connection agreements).

A1.5 Product Parameters

	Parameter Name	Operational Utilisation	Operational Utilisation & Variable Availability	Peak Reduction
Structure	Payment Structure	Utilisation Only	Availability and Utilisation	Utilisation Only

Electricity North West Limited Flexibility Service Terms & Conditions

Version 3.2

April 2024

Contract reference number: ENWL-DSR1

	When prices are set (procurement timescales)	At trade	At trade	At trade
Availability	Availability Request Mechanism	N/A	Request initiated by DNO,	N/A
	Availability Acceptance timing	N/A	At trade	N/A
	Availability Refinement timing	N/A	Week Ahead	N/A
	Availability Changes Allowed	N/A	No	N/A
	Minimum Aggregate Unit Size	10kW	10kW	10kW
	Partial Availability Acceptance Possible	N/A	Yes	N/A
	Time Variable Availability Volumes Allowed	N/A	Yes	N/A
	Availability Payment Unit	N/A	£/MW/h	N/A
	Availability Period	N/A	Settlement Periods	N/A
Utilisation	Utilisation Payment Unit	£/MWh	£/MWh	£/MWh
	Utilisation Period	Minutes	Minutes	Settlement Periods
	Delivery Expectation	Continuous	Continuous	Peak Delivery
	Maximum Response Time	15 mins	15 mins	N/A
	Payments during response time?	No	No	No
	Minimum Utilisation Time	30 mins	30 mins	30 mins
	Minimum Utilisation Volume	N/A	N/A	N/A

	Utilisation Instruction Timings	Real Time	Real Time	At trade
	Partial Utilisation Instruction possible	Yes	Yes	Yes
	Time Variable Utilisation Volumes Allowed	Yes	Yes	Yes

Further details and information pertaining to dispatch can be found within the Companys Flexible Services Document Library⁷

Annex 2 –Tender/Trade Guidelines

A2.1 Schedule 1 – Service Parameters

[To be updated by the Company post bid acceptance]

Product	Service Maximum Recovery Time	Contracted Maximum Response Time

A2.2 Schedule 2 - Service Description

[To be updated by the Company post bid acceptance]

Contract ID	Type of Service	DER	Zone	Contract Start Date	Contract End Date	Contracted Service Capacity	Contracted Service Windows	Service Period

⁷ [Flexible Services Document Library \(enwl.co.uk\)](https://enwl.co.uk)

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A2.2 Service Windows

[To be updated by the Company post bid acceptance]

Service Period		
Service Window	From	To

A2.3 Charges

[To be updated by the Company post bid acceptance]

Obligation ID	Zone	Service Window	Utilisation Fee £MWh	Availability Fee £MWh

A2.4 DER Information

[DER Name]	Type (Solar, Hydro, Battery Storage, DSR, etc)	
	Location (address)	
	MPAN	
	Contact details for Site (Name, number, email address)	
	Capacity (MW/MWh)	
	Planned maintenance periods	
	Notice period required for access	

Annex 3 – Special Requirements

Not Applicable (N/A)

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

July 2024

DOCUMENT CONTROL

Authorities

Version	Issue Date	Authorisation	Comments
0.3	July 2024	ENWL	<u>ENWL Flexible Services Document Library</u>

1. Introduction

The Company will adopt Forms and Templates as part of its process to contract for Active Services, they are detailed in this section.

2. Unavailability/Remedy Template

[Form of unavailability notification / remedy notification]

[in accordance with paragraph 7.2, this is a notification of Unavailability of Flexibility Services.]

Company Name:	
Zone ID:	
Flexible Unit:	
From Date/Time:	<i>[Unavailable from]</i>
To Date/Time:	<i>[Unavailable to]</i>
Reason:	
Name:	<i>[of individual making notification]</i>
Date:	<i>[of notification]</i>

3. Performance Report Template

- 3.1 Performance Report is automatically generated by the Company's designated Flexible Services dispatch platform with earnings, using metering data uploaded by Provider

Signed by the duly authorised representatives of the Parties as an agreement on the date first written above

Signed)
)
)
for and on behalf of
ELECTRICITY NORTH WEST LIMITED)
Director/Duly Authorised Signatory

Signed)
)
)
for and on behalf of:
[PROVIDER])
Director/Duly Authorised Signatory