Viking Link
Access Rules

Amendment Proposal
For submission to: Danish Utility Regulator (Forsyningstilsynet) and Ofgem

Effective date - TBC

Til arbejdsbrug/Restricted

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CHAPTER 1
General Provisions

Rule 1
Subject-matter and scope

1. These Access Rules contain the terms and conditions for the allocation and use of Transmission Rights, it being understood that the Registered Participant will accede to these rules by the signature of an Allocation Platform Participation Agreement and/or a Nomination Participation Agreement. In particular, these Access Rules set out:

   (a) the rights and obligations of Registered Participants;
   (b) the requirements for participation in Auctions;
   (c) the process of Auctions, including the determination of the Marginal Price;
   (d) the conditions for transfer and return of Transmission Rights;
   (e) the conditions for Nominations/use of Capacity;
   (f) the remuneration of holders of returned or unused Long Term Transmission Rights;
   (g) the process(es) for curtailment of Transmission Rights; and
   (h) invoicing/payment processes.

2. The Auctions and transfer of Transmission Rights refer to Cross Border Capacity only and Registered Participants may invoke no right in connection with the Transmission Rights allocated to them other than the rights in accordance with the provisions of these Access Rules.

Rule 2
Definitions and interpretation

1. For the purposes of interpretation, references in the Allocation Platform Participation Agreement and Nomination Participation Agreement to the "Access Rules" shall be read and construed as meaning these Access Rules (as may be amended from time to time).

2. In addition, the following definitions shall apply:

   Affiliate means, in relation to any person, any other person that directly or indirectly controls, is controlled by or is under direct or indirect common control with that person where control is defined as rights, contracts or any other means which, either separately or in combination and having regard to the considerations of fact or law involved, confer the possibility of exercising decisive influence on an undertaking, in particular by: (a) ownership or the right to use all or part of the assets of an undertaking (b) rights or contracts which confer decisive influence on the composition, voting or decisions of the organs of an undertaking;

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Allocation Platform means the Joint Allocation Office (JAO) appointed and commissioned by the TSOs to act on their behalf and on its own name for the attribution of Cross Border Capacity through the Auctions defined in the Allocation Platform Participation Agreement;

Allocation Platform Participation Agreement means the agreement published on the website of the Allocation Platform, by which the Parties undertake to comply with the terms and conditions for Capacity Allocation as contained in these Access Rules;

Applicable Law means any statute, statutory instrument, licence (including any applicable Office of Gas and Electricity Markets Interconnector Licence and the Licence Standards), law (whether English or Danish) or order in council or directive, or any code including the GB Grid Code, the Danish Electricity Supply Act and the Balancing and Settlement Code, or any request, requirement, instruction, direction or rule of any authority but only, where not having the force of law, if compliance with the Applicable Law is in accordance with the general practice of persons to whom the Applicable Law is addressed;

Auction means the process by which Cross Border Capacity is offered and allocated to Registered Participants who submit Bid(s);

Auction Price means the value of the Marginal Price of an Auction, and which is payable by all Unit Holders resulting from such Auction;

Auction Specification means a list of specific characteristics of a particular Auction, including the nature of offered products and relevant dates;

Auction Tool means the information technology system used by the Allocation Platform to perform Auctions and to facilitate other procedures described in these Access Rules, such as transfer or return of Transmission Rights;

Bank Guarantee means an unconditional and irrevocable standby letter of credit or letter of guarantee issued by a bank;

Bid means a pair of Bid Quantity and Bid Price offered by a Registered Participant participating in an Auction;

Bid Price means the price in Euro (€) which a Registered Participant notifies in its Bid as being willing to pay per MW per hour of Transmission Rights;

Kommenterede [AU1]: HAR 2024 Update

Bid Quantity means the amount of Transmission Rights in MW requested at a particular Bid Price by a Registered Participant;

Bidding Period means the time period within which the Registered Participants willing to participate in an Auction may submit their Bids;

Bid Value means the Bid Price multiplied with the Bid Quantity;

Business Account means a dedicated deposit account opened at the financial institution selected by the Allocation Platform either in the name of the Allocation Platform or, at the discretion of the Allocation Platform, opened by the Registered

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Participant, but with the Allocation Platform as the ultimate beneficiary of the dedicated cash deposit on behalf of the responsible TSOs, which may be used for payments by the Registered Participant;

Business Rules means those additional terms and conditions as set forth in the Business Rules in Annex 1 of these Access Rules;

Capacity Allocation means the attribution of Cross Border Capacity through an Auction;

Capacity Shortage has the meaning set out in Rule 64 of these Access Rules;

Congestion Income means the revenues received as a result of Capacity Allocation;

Contestation Period means the time period starting from the notification of the Long-Term/Day Ahead Auction Results until they become binding, including both the period during which Registered Participants can contest the Long-Term/Day Ahead Auction Results and the following period during which the Allocation Platform will decide on the contestation;

Kommenterede [AU2]: HAR 2024 update

Contract Day in relation to Contract Day D, means a period of twenty four (24) hours commencing at 00:00 CET or CEST hours on day D. For the avoidance of doubt, the days on which the legal time changes (daylight savings time) will be comprised of either twenty three (23) hours or twenty five (25) hours;

Credit Limit means the amount of the collateral which may be used to cover any Bid submission in an Auction and that is not used for outstanding payment obligations;

Cross Border Capacity means the total amount in MW of product(s) available to be purchased by Registered Participants;

Day Ahead means the timescale following completion of Long Term processes, relating to all activities associated with Capacity Allocation and use of Transmission Rights whose Auctions have taken place on the day before the Contract Day and in advance of the Intraday timescale;

Deemed Metered Volumes means for a Transmission Rights Holder for every Settlement Period and each direction, the energy in MWh calculated based on the maximum between zero (0) and the net of the MW Nominations submitted by the Registered Participant across all Long Term, Day Ahead and Intraday timescales (as amended by any curtailment);

Dispute means any dispute under or in relation to these Access Rules;

EIC Code means the ENTSO-E Energy Identification Coding Scheme identifying the parties in a cross border trade;

"Euro", "€" and "EUR" means the lawful currency of the Member States of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Communities, as amended by the Treaty on European Union.

Kommenterede [AU3]: HAR 2024 Update

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Financial Agreement means the additional agreement signed between the Registered Participant and the Allocation Platform that governs the conditions and modalities of the assignment for security purpose to, and the utilisation by, the Allocation Platform of the amounts transferred to the dedicated Business Account by the Registered Participant.

Kommenterede [AU4]: HAR 2024 Update

Force Majeure means any unforeseeable or unusual event or situation beyond the reasonable control of a Party and/or the relevant TSOs, and not due to a fault of the Party and/or the relevant TSOs, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the Party and/or the relevant TSOs, which has actually happened and is objectively verifiable, and which makes it impossible for the Party and/or the relevant TSOs to fulfil, temporarily or permanently, its obligations;

GB Grid Code means the document referred to as the Grid Code in the NESO~~GET Transmission~~ Licence;

Information System Rules means any terms and conditions for access to the Auction Tool by Registered Participants as published on the Allocation Platform's website and technical use of the Nomination Platform as referred to in the Nomination Participation Agreement and published on the websites of the TSOs;

Interconnector means the Viking Link interconnector, a 1400MW HVDC interconnector connecting the British and Danish electricity transmission systems. Viking Link is owned by Energinet Eltransmission A/S and National Grid Viking Link Limited (NGVLL) and operated by Energinet Systemansvar A/S and NGVLL. The Interconnector connects to the Danish transmission system via Revsing converter station in Denmark and to the GB transmission system via Bicker Fen converter station in the UK;

Intraday means the timescale following completion of Day Ahead processes, relating to all activities associated with Capacity Allocation and use of Transmission Rights whose Auctions have taken place either on the day before or during the Contract Day;

Long Term means the timescale relating to all activities associated with Capacity Allocation and use of Transmission Rights whose Auctions have taken place before the Day Ahead stage;

Marginal Price means the price in Euros (€) determined at a particular Auction to be paid by all the Registered Participants for each MW per hour of acquired Transmission Right;

Kommenterede [AU5]: HAR 2024 Update

National Regulatory Authorities means the relevant national regulatory authorities in Great Britain and Denmark;

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Nomination means the notification of the use of Physical Transmission Rights by a Physical Transmission Rights Holder and, where applicable, by their counterparty or an authorised third party, to the respective Transmission System Operator(s) (TSOs);

Nomination Amount means for each hour in a Contract Day for which a Rights Document has been issued under these Access Rules, each Transmission Rights Holder may Nominate to the Allocation Platform a power transfer at the Sending End up to but not exceeding the Registered Participant's capacity rights set out in the Rights Document;

Nomination Gate means a period of time in which a Transmission Rights Holder is able to Nominate its respective Transmission Rights, such timings are further defined at Rule 52 of these Access Rules and the Business Rules;

Nomination Gate Closure means the point in time at which the final applicable Nomination Gate for any Transmission Right closes;

Nomination Participation Agreement means the binding agreement between the Registered Participant and the TSOs, which incorporates the Information System Rules and the terms and conditions for Nomination as contained in these Access Rules;

Nomination Platform means the relevant system, Regional Nomination Platform (RNP), used by Transmission Rights Holders (or their Nomination Representatives) to nominate Transmission Rights on the Interconnector;

Nomination Representative means a legal person who has been authorised via a binding legal agreement between itself and a Transmission Rights Holder to either enter into a Nomination Participation Agreement (and therefore to Nominate on behalf of such Transmission Rights Holder) and/or to fulfil one or more of the legal requirements set out in Rule 47 of these Access Rules;

NTC (Net Transfer Capacity) means the capability of the Interconnector to transfer energy between Great Britain and Denmark, taking into account the effects of any events or circumstances affecting such capability at any relevant time, including limitations on the British or Danish electricity transmission systems;

Offered Capacity has the meaning given to it in CHAPTER 4 of these Access Rules;

Party/Parties means the Allocation Platform, a Registered Participant and TSOs referred to individually as a Party or collectively as Parties;

Physical Transmission Right (PTR) means a right entitling its holder to Nominate a certain MW volume of electricity in a certain period of time on the Interconnector in a specific direction;

Product Period means:

(a) for Intraday products, the specific block of hours (as more particularly described in the Business Rules) in which Intraday Transmission Rights allocated in an Auction may be used;

Kommenterede [AU6]: HAR 2024 Update

Kommenterede [AU7]: Introduction of a "Nomination Representative" to enable a 3rd party to nominate on behalf of the Transmission Rights Holder (see Rule 47)

Kommenterede [AU8]: HAR 2024 Update

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(b) for Day Ahead products, the specific twenty four (24) hourly blocks within a Contract Day in which Day Ahead Transmission Rights allocated in an Auction may be used. For the avoidance of doubt, the days on which the legal time changes (daylight savings time) will be comprised of either twenty three (23) hours or twenty five (25) hours;

(c) for Long Term products, the times and dates on which the right to use Long Term Transmission Rights, allocated in a particular Auction, commence and end;

Reduction Period means a period of time, i.e. specific calendar days and/or hours, within the Product Period of a Long Term Auction in which Cross Border Capacity with a reduced amount of MW are offered taking into account a foreseen specific network situation (e.g. planned maintenance or long-term outages);

Registered Participant means a market participant which has entered into the Allocation Platform Participation Agreement with the Allocation Platform;

Rights Document means a document specifying the maximum Transmission Rights that can be nominated by an authorised Registered Participant per day (or per part-day for Intraday Transmission Rights), per hour and per direction on the Interconnector, taking into account the volume of Transmission Rights initially acquired, and any possible curtailments which occurred either before or after the issuance of the Rights Document, and in the case of Long Term Transmission Rights, also taking into account transfers and returns entered into;

Sending End means the end of the Interconnector that will export active power**;**

Settlement Period means the time unit for which market participants' imbalance is calculated, in each respective imbalance areas of GB and Denmark;

Transmission Right means for the purposes of these Access Rules a Physical Transmission Right acquired in Capacity Allocation;

Transmission Rights Holder means a Registered Participant which has been allocated Transmission Rights under these Access Rules;

Transmission System Operator or **TSO** means each of NGVLL (in its capacity as owner and operator of the Interconnector) and Energinet Systemansvar A/S (in its capacity as operator of the Interconnector);

Use It Or Lose It (UIOLI) means an automatic process by which the Cross Border Capacity of any Transmission Rights which are not nominated by a Registered Participant prior to any applicable Nomination Gate Closure established under Rule 46B is then made available for further Capacity Allocation within a subsequent Auction, but the Registered Participant who was originally holding such non-nominated Transmission Rights does not have rights to receive reimbursement from such Auction;

Use It Or Sell It (UIOSI) means in the event that the Registered Participant does not nominate its Long Term Transmission Rights, the Allocation Platform shall make the Cross Border Capacity of the non-nominated Transmission Rights available for Day

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Ahead Capacity Allocation, with the Registered Participant being entitled to receive reimbursement in accordance with Rule 55.

Working Day means the calendar days from Monday to Friday, with the exception of public holidays as specified on the website of the Allocation Platform;

Working Hours means the hours on Working Days specified within the Allocation Platform Participation Agreement and Nomination Participation Agreement.

3. In these Access Rules, unless the context requires otherwise:

(a) the singular ~~indicates~~also includes the plural and vice versa;

Kommenteret [AU9]: HAR 2024 Update

(b) references to one gender include all other genders;

(c) the table of contents, headings and examples are inserted for convenience only and do not affect the interpretation of these Access Rules;

(d) the word "including" and its variations are to be construed without limitation;

(e) any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force;

(f) any reference to another agreement or document, or any deed or other instrument is to be construed as a reference to that other agreement, or document, deed or other instrument as amended, varied, supplemented, substituted or novated from time to time;

(g) a reference to time is a reference to CET/CEST time unless otherwise specified;

(h) where either the Allocation Platform and/or the Nomination Platform are required to publish any information under these Access Rules, they may do so by making the information or data available on their websites or, in the case of the Allocation Platform, via the Auction Tool, and/or sending an email to the Registered Participants.

Rule 3
Allocation Platform

1. The Allocation Platform shall undertake the allocation functions in accordance with these Access Rules and in accordance with Applicable Law.

2. The Allocation Platform shall run Auctions for the Cross Border Capacity. It shall perform the registration process, handle necessary financial risk management, prepare and conduct Capacity Allocation processes, provide all necessary information to the Registered Participants and the respective TSOs and collect payments and/or make payments according to these Access Rules.

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3. For the purposes of these Access Rules the Allocation Platform shall be the party signing the Allocation Platform Participation Agreement with the Registered Participant, upon which, the Allocation Platform enters into a contractual relationship with the Registered Participants.

4. The Allocation Platform shall publish subsequent versions of these Access Rules as they enter into force in accordance with the applicable national regulatory regimes. In the event of a conflict between the subsequent versions published by the Allocation Platform and the associated Access Rules amendment(s) as entered into force in accordance with the applicable national regulatory regimes, the latter shall prevail.

5. The appointment of a new allocation platform shall not affect the rights and obligations resulting from these Access Rules.

Rule 4
Effective date and application

1. These Access Rules shall enter into force in accordance with the applicable national regulatory regimes. Following approval by the relevant National Regulatory Authorities, Registered Participants shall be notified of the effective date by the Allocation Platform.

2. These Access Rules shall apply to Capacity Allocation for Transmission Rights with the delivery period to be specified by the Allocation Platform on its website upon the entry into force of these Access Rules.

~~2.~~3. Unless expressly stated otherwise, or otherwise required by Applicable Law, these Access Rules shall govern all rights and obligations in connection with Transmission Rights acquired before the effectiveness of this version of these Access Rules but with the delivery date falling after the effectiveness of this version of these Access Rules.

CHAPTER 2
Requirements and process for participation in Auctions and Transfer

Rule 5
General Provision

1. Registered Participants may acquire Transmission Rights only from participation in Auctions or/and via transfer.

2. The participation both in Auctions and in transfers requires that the Registered Participant:

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(a) concludes a valid and effective Allocation Platform Participation Agreement relevant to the Interconnector in accordance with Rule 6 to Rule 14; and

(b) has access to the Auction Tool in accordance with Rule 15.

3. The participation in Auctions requires that Registered Participants, in addition to the conditions set forth in paragraph 2 above, also fulfil the following conditions:

(a) they comply with the requirements for provision of collaterals as specified in CHAPTER 3; and

(b) they accept additional financial terms where needed in accordance with Rule 16.

4. Once registered, Registered Participants have to fulfil the obligations as specified in the relevant Chapters of these Access Rules.

Rule 6

Allocation Platform Participation Agreement conclusion

1. ~~At least nine (9) Working Days before the first participation~~In order to participate in an Auction and/or in a transfer of L~~l~~ong-T~~t~~erm T~~t~~ransmission rights, any market participant must request the~~may apply to be a party to an~~ Allocation Platform to enter into an Allocation Platform Participation Agreement. To start this process the market participant must provide the A~~a~~llocation P~~p~~latform with:

(a) the Allocation Platform Participation Agreement, as further specified below:

i. One (1) digital copy of the Allocation Platform Participation Agreement signed with qualified electronic signature(s) which complies with the standard required by eiDAS Regulation No.910/2104 to be qualified as a "qualified electronic signature" (QES); or~~with either by submitting, to the Allocation Platform,~~

ii. T~~t~~wo (2) original signed copies of the Allocation Platform Participation Agreement ~~only in case of~~signed with handwritten signature(s);~~,~~

(b) ~~as published on the website of the Allocation Platform, together with~~ all duly completed information and documents required by Rule 7 to Rule 13 and Rule 16 herein~~5; or one (1) digital copy of the participation agreement signed with qualified electronic signature(s) which complies with the standard required by eiDAS Regulation No.910/2104 to be qualified as a "qualified electronic signature" (QES). The Allocation Platform Participation Agreement shall either be signed by handwritten signature(s) or qualified electronic signature(s) (QES).~~

From the day of receipt of the application, ~~T~~the Allocation Platform shall have seven (7) Working Days to assess the completeness ~~of the information submitted~~ in accordance with Rule 6~~8~~ ~~and~~ to Rule 13 and Rule 16 herein.~~2 within seven (7)~~

Kommenteret [AU10]: HAR 2026 Update

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~~Working Days of receipt of the completed and signed Allocation Platform Participation Agreement.~~

2. The Allocation Platform shall before the expiration of the seven (7) Working Days deadline ask the market participant to provide any outstanding information which the market participant has failed to submit with its Allocation Platform Participation Agreement. On receipt of the outstanding information, the Allocation Platform shall within an additional seven (7) Working Days review the information and inform the market participant if any further information is required.

3. Once the Allocation Platform has received all necessary information, it shall return one copy of the Allocation Platform Participation Agreement signed by it to the Registered Participant without undue delay. The ~~S~~signature of the Allocation Platform Participation Agreement by the Allocation Platform shall not itself ~~indicate~~ imply compliance with ~~any other~~the condition(s) set out in these Access Rules for the participation in the Auctions. The Allocation Platform Participation Agreement ~~comes~~ shall enter into force on the date of signature by the Allocation Platform.

Kommenterede [AU11]: HAR 2026 Update

4. The Allocation Platform shall ~~publish~~ make available in the allocation tool a list of Registered Participants to whom Long Term capacity has been allocated and are therefore eligible to transfer Transmission Rights.

Kommenterede [AU12]: HAR 2026 Update

Rule 7

Form and content of the Allocation Platform Participation Agreement

1. The form of the Allocation Platform Participation Agreement and the requirements for its completion shall be published by the Allocation Platform and may be amended from time to time by the Allocation Platform without changing any terms and conditions specified in these Access Rules unless otherwise stated in these Access Rules.

2. As a minimum, the Allocation Platform Participation Agreement will require the Registered Participant to:

(a) provide all necessary information in accordance with Rule 8 and Rule 12;

and

(b) agree to be bound by and comply with these Access Rules.

3. Nothing in these Access Rules shall prevent the Allocation Platform and the Registered Participant from agreeing in the Allocation Platform Participation Agreement (or any other document) additional rules, out of the scope of these Access Rules.

Kommenterede [AU13]: HAR 2024 Update

4. In the event of difficulty of interpretation, contradiction or ambiguity between these Access Rules and the Allocation Platform Participation Agreement, the text of these Access Rules shall prevail.

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Rule 8

Submission of information

1. The market participant shall submit the following information with its completed and signed Allocation Platform Participation Agreement:

(a) name and registered address of the market participant including general email and telephone number of the market participant for notices in accordance with Rule 86;

(b) if the market participant is a legal person, an extract of the registration of the market participant from the commercial register of the competent authority;

(c) details regarding the beneficial ownership of the market participant or the persons authorised to represent the market participant and their function in relation to the prevention of money laundering or terrorist financing under Applicable Law;

(d) EU VAT registration number or similar tax identification information where EU VAT is not applicable, corresponding to the country of the registered address of the market participant;

Kommenterede [AU14]: HAR 2026 Update

(e) Taxes and levies to be considered for invoices and collateral calculations;

(f) a unique Energy Identification Code (EIC) which has been registered in the Centralised European Register of Energy Registered Participants (CEREMP). The uniqueness shall have been verified in CEREMP;

(g) bank account information evidenced by a bank account identification document for all payments to the applicant to be used by the Allocation Platform;

~~(g)~~(h) The market participant shall provide the bank account information of a credit institution based in the European Economic Area, Switzerland, the United Kingdom or a country in which the Allocation Platform performs cross border auction services. The market participant is obliged to select —a financial institution for these purposes which is subject to customer due diligence standards that are not less than those laid down in Directive (EU) 2015/849 as amended and which complies with such standards accordingly;

Kommenterede [AU15]: HAR 2024 Update

~~(h)~~(i) financial contact person for collaterals, invoicing and payment issues, and their contact details (email and telephone number) for notices where required in these Access Rules in accordance with Rule 86;

~~(i)~~(j) commercial contact person and their contact details (email and telephone number) for notices where required in these Access Rules in accordance with Rule 86;

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~~(j)~~(k) operational contact person and their contact details (email and telephone number) for notices where required in these Access Rules in accordance with Rule 86;

~~(k)~~(l) identifying Viking Link as the Interconnector on which the Registered Participant wants to participate in Auctions; and

~~(l)~~(m) ACER Registration Code (ACER Code) assigned by the European Agency for the Cooperation of Energy Regulators (ACER) during the market participant's registration process with its respective regulatory authority, and as reported on CEREMP.

2. A Registered Participant shall ensure that all data and other information that it provides to the Allocation Platform pursuant to these Access Rules (including information in its Allocation Platform Participation Agreement) is and remains accurate and complete in all material respects and must promptly notify the Allocation Platform of any change.

3. A Registered Participant shall notify the Allocation Platform if there is any change to the information, submitted in accordance with paragraph 1 of this Rule, at least nine (9) Working Days before the change comes into effect and, where that is not possible, without delay after the Registered Participant becomes aware of the change.

4. The Allocation Platform will confirm the registration of the change or send a refusal note of registration of the change to the Registered Participant, at the latest, seven (7) Working Days after the receipt of the relevant notification of change. The confirmation or refusal note will be sent via electronic means as specified by the Allocation Platform on its website. If the Allocation Platform refuses to register the change, the reason shall be provided in the refusal note.

5. The change becomes valid on the day of the delivery of the confirmation to the Registered Participant.

6. If additional information is required from a Registered Participant as a consequence of an amendment to these Access Rules, then the Registered Participant shall submit the additional information to the Allocation Platform within twelve (12) Working Days after the request for such submission by the Allocation Platform.

Rule 9
Warranties

1. By the signature of the Allocation Platform Participation Agreement the market participant warrants that:

   (a) it has not commenced any proceedings seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights;

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(b) no insolvency, bankruptcy or other similar legal proceeding affecting creditors' rights have been commenced in relation to the market participant;

(c) no winding-up or liquidation proceedings have been commenced with regard to the market participant; and

(d) it has no overdue payment obligations towards any current, previous or future Allocation Platform.

Rule 10

Declaration for participation in transfer only

As part of the submission of the information in accordance with Rule 6 and Rule 8, the Registered Participant shall declare to the Allocation Platform whether it intends to participate in transfer of Transmission Rights only. In such a case, the provision of collateral is not required, and the Registered Participant shall not be entitled to participate in any Auction.

Rule 11

Dedicated Business Account

As part of the submission of the information in accordance with Rule 6 and Rule 8, a dedicated Business Account is put at the disposal of the Registered Participant for the purposes of depositing cash collaterals.

Rule 12

Acceptance of the Information System Rules

By signing the Allocation Platform Participation Agreement, the Registered Participant accepts the applicable Information System Rules, as amended from time to time and published on the website of the Allocation Platform.

Rule 13

Costs related to the Allocation Platform Participation Agreement

All applications to become a Registered Participant and any subsequent participation in Auctions and/or the notification of transfer or the return of Transmission Rights shall be at the Registered Participants' own cost, expense and risk. The Allocation Platform shall not be liable to any person for any cost, damages, or expense in connection with the Registered Participant participating in Auctions and/or transfer or return of Transmission Rights unless otherwise explicitly stated in these Access Rules.

Rule 14

Refusal of application

1. The Allocation Platform may refuse to enter into an Allocation Platform Participation Agreement with a market participant in the following circumstances:

   (a) when the market participant has not submitted a duly completed and signed Allocation Platform Participation Agreement in accordance with Rule 6, Rule 7 and Rule 8; or

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(b) the Allocation Platform has previously terminated an Allocation Platform Participation Agreement with the market participant as a result of a breach of the Allocation Platform Participation Agreement by the market participant in accordance with Rule 84(4) and (5) unless the circumstances leading to termination have ceased to exist or the Allocation Platform is reasonably satisfied that the breach will not occur again; or

(c) if entering into an Allocation Platform Participation Agreement with the market participant would cause the Allocation Platform to breach any condition of any mandatory legal or regulatory requirement; or

(d) if any of the warranties of the market participant under Rule 9 are found to be not valid or false; or

(e) if the market participant is subject to economic, ~~fiscal~~financial and/or trade sanctions; or~~.~~

(f) if the ~~Registered Participant~~market participant does not meet the legal requirements imposed by Article 9(1) of Regulation (EU) 1227/2011; or

(g) if the ~~Registered Participant~~market participant is an Affiliate of another Registered Participant which has been suspended under these Access Rules; or~~.~~

~~(e)~~(h) If the Allocation Platform's banking partner(s) refuse to put at disposal of the market participant a dedicated Business Account.

Kommenterede [AU16]: HAR 2026 Update

Kommenterede [AU17]: HAR 2026 Update

Rule 15
Access to the Auction Tool

1. The Allocation Platform shall grant access to the Auction Tool free of charge if the following requirements are satisfied:

(a) the Registered Participant has signed and delivered a completed form included in the Information System Rules identifying the person(s) for which the user account(s) in the Auction Tool shall be established, including any third parties authorised to act on behalf of the Registered Participant for the purposes of return and transfer of Transmission Rights in accordance with Rule 39 and Rule 42; and

(b) the Registered Participant has fulfilled the requirements on authentication as set forth by the Information System Rules published by the Allocation Platform; such requirements may include technology for authentication purposes.

2. The Allocation Platform shall confirm the creation of the user account or may send a refusal note to the Registered Participant, at the latest, five (5) Working Days after the receipt of the relevant signed and completed form by the Registered Participant. The confirmation or refusal note shall be sent via electronic means as specified by the Allocation Platform on its website.

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3. The Allocation Platform shall send the duly justified refusal note if the requirements listed in paragraph 1 of this Rule are not fulfilled and access to the Auction Tool will not be granted.

Rule 16
Conclusion of additional financial and/or contractual terms

The Allocation Platform may develop and publish additional standard financial and/or contractual terms to be accepted by the Registered Participants, as long as such additional financial and/or contractual terms are consistent with these Access Rules.

Rule 17
Regulatory and legal requirements

It is the responsibility of each Registered Participant to ensure that it complies with relevant national legislation, including requirements of any relevant competent authority, and that it has obtained all necessary authorisations in connection with its participation in Auctions or in transfer and the use of Transmission Rights.

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CHAPTER 3
Collaterals

Rule 18
General provisions

1. Registered Participants shall provide collaterals in order to secure payments to the Allocation Platform resulting from Auctions of Transmission Rights and, where applicable, potential other payments falling due under the additional financial terms in accordance with Rule 16.

2. Only the following forms of collaterals shall be accepted:

   (a) a Bank Guarantee;

   (b) a cash deposit in a dedicated Business Account.

3. Collaterals may be provided in one of the forms mentioned in paragraph 2 of this Rule or a combination of these forms, provided that the Allocation Platform is entitled as beneficiary to the full collateral.

4. The Credit Limit as set out at Rule 22 of these Access Rules shall always be greater or equal to zero.

5. The collaterals shall be provided in Euros (€).

Rule 19
Form of cash deposit

1. For collaterals that are provided in the form of a cash deposit in a dedicated Business Account the following conditions shall apply:

   (a) the money shall be deposited in a dedicated Business Account at a financial institution selected by the Allocation Platform, and the Registered Participant shall pay all the amounts and payments to the Business Account from an account in its name with a credit institution based in the European Economic Area, Switzerland, the United Kingdom or a country in which the Allocation Platform performs cross border auction services. The Registered Participant is obliged to select a financial institution for these purposes which is subject to customer due diligence standards that are not less than those laid down in Directive (EU) 2015/849 as amended and which complies with such standards accordingly;;

   (b) the dedicated Business Account shall be opened and used in accordance with additional financial terms as prescribed in the Financial Agreement as published on the Allocation Platform's website to be concluded between the Allocation Platform, or where relevant the financial institution and the Registered Participant and shall only be used for Auction purposes;

Kommenterede [AU18]: HAR 2024 Update

Kommenterede [AU19]: HAR 2024 Update

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(c) until withdrawal as permitted by the following provisions of Rule 25, the cash deposit in the dedicated Business Account belongs to the Registered Participant if not stated otherwise in the additional financial terms in accordance with Rule 16;

(d) withdrawals from the dedicated Business Account pursuant to Rule 23 and Rule 25 may be made solely on the instruction of the Allocation Platform;

(e) the dedicated Business Account may be used in addition for settlement as set forth in Rule 76 upon request by the Allocation Platform and must in all cases be opened in the name of the Allocation Platform at a financial institution selected by the Allocation Platform; and

(f) interest on the amount deposited in the dedicated Business Account shall accrue for the benefit of the Registered Participant, after deduction of taxes and bank charges if any.

Rule 20

Form of Bank Guarantee

1. Collaterals that are provided in the form of a Bank Guarantee shall comply with the following specifications:

(a) the Bank Guarantee shall be provided in the form of the template that is available on the website of the Allocation Platform and updated from time to time or in a form that substantially follows the template (at the discretion of the Allocation Platform). Alternatively, such Bank Guarantee may be provided in the same terms via SWIFT (Society for Worldwide Interbank Financial Telecommunication) message or any successor provider of such telecommunication services and the fees of the receiving bank shall be covered by the Registered Participant;~~:~~

Kommenterede [AU20]: HAR 2024 Update

(b) the Bank Guarantee shall be written in English;

(c) the Bank Guarantee covers all Auctions organised by the Allocation Platform subject to these Access Rules;

(d) the Bank Guarantee shall allow partial and multiple drawing by the Allocation Platform, in total up to the maximum amount guaranteed;

(e) the Bank Guarantee shall provide for payment upon first request of the Allocation Platform. It shall further provide that, if the Allocation Platform calls upon the Bank Guarantee, the bank shall pay automatically without any other condition than the receipt of a written demand by registered letter from the Allocation Platform.

(f) the Bank Guarantee shall be irrevocable, unconditional and non-transferable;

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(g) the Bank Guarantee shall either include handwritten signature(s) or qualified electronic signature(s) (QES) from the issuing Bank. In the event the Bank Guarantee is signed by qualified electronic signature(s) (QES), all following amendments shall be signed by qualified electronic signature(s) (QES);

(h) the bank issuing the Bank Guarantee shall be permanently established, including via a branch in the ~~an EU member state,~~ European Economic Area, ~~or~~ Switzerland, the United Kingdom or a country in which the Allocation Platform performs cross border auction services;~~,~~

Kommenterede [AU21]: HAR 2024 Update

(i) the bank issuing the Bank Guarantee or the financial group it belongs to shall have a Long Term credit rating of not less than BBB+ by Standard and Poor's Corporation, BBB+ by Fitch or Baa1 by Moody's Investors Service Inc.. If the rating requirement is not fulfilled by the issuing bank itself but by the financial group to which it belongs, the issuing bank shall provide the Allocation Platform with a parental guarantee or an equivalent document issued by the financial group. If the issuing bank or the financial group to which the issuing bank belongs ceases to have the required Long Term credit rating, the Registered Participant shall within five (5) Working Days submit to the Allocation Platform a substitute Bank Guarantee by a bank complying with the required Long Term credit rating or replace the Bank Guarantee by cash deposit. If there are industry-wide downgrades of financial institutions, the Allocation Platform may investigate what the new standards should be and, if deemed necessary, decrease the required rating for a limited period of time, informing TSOs, who shall then inform the NRAs;

(j) the bank issuing the Bank Guarantee shall not be an Affiliate of the Registered Participant for which the Bank Guarantee is issued.

2. A Bank Guarantee shall contain the following:

(a) a maximum amount guaranteed;

(b) the Allocation Platform's identification as beneficiary, as specified on the website of the Allocation Platform;

(c) the Allocation Platform's bank account, as specified on the website of the Allocation Platform;

(d) the Allocation Platform's bank's address, as specified on the website of the Allocation Platform;

(e) the Registered Participant's full identification, including name, address, commercial/company register;

(f) full identification of the providing bank; and

(g) the dates and times of its validity.

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3. The Registered Participant shall submit the Bank Guarantee at least four (4) Working Days before the Bidding Period closure of the Auction(s) for which it shall be used as collateral, otherwise it shall be considered for subsequent Auctions.

4. The Allocation Platform shall accept the Bank Guarantee provided by a Registered Participant if the Bank Guarantee is provided in line with the specifications set out in paragraph 1 to 2 of this Rule and, provided that~~in the event~~ the Bank Guarantee is signed by duly authorised signatories~~includes handwritten signature(s)~~, the original of the Bank Guarantee has been received by the Allocation Platform.

5. The Allocation Platform shall confirm the acceptance of the Bank Guarantee or send a refusal note to the Registered Participant, at the latest, four (4) Working Days after the receipt of the original of the Bank Guarantee. The confirmation or refusal note shall be sent via electronic means as specified by the Allocation Platform on its website. The refusal note shall include reasoning for refusal.

~~5. The Allocation Platform shall confirm the acceptance of the amendment to the bank guarantee or the new bank guarantee or send a refusal note to the registered participant, at the latest four (4) working days after the receipt of the original of the amendment to the bank guarantee or the new bank guarantee. The confirmation or refusal note shall be sent via electronic means as specified by the single allocation platform on its website. The refusal note shall include the reasoning for refusal.~~

Kommenterede [AU22]: HAR 2024 Update

Kommenterede [AU23]: HARs 25/26 Update (Art 22)

Rule 21A

Validity and renewal of the Bank Guarantee for Long Term Transmission Rights

1. Collaterals in the form of a Bank Guarantee shall be valid for the minimum periods as follows:

(a) for product(s) with a duration of more than one month, until at least thirty (30) calendar days after the end of each next calendar month within the Product Period(s);

(b) for product(s) with a duration of one month, until at least thirty (30) calendar days after the end of the Product Period(s); and

(c) for product(s) with a duration of less than one month, until at least sixty (60) calendar days after the end of the Product Period(s).

2. The Registered Participant shall replace or renew the collaterals in form of a Bank Guarantee to fulfil the requirements of paragraph 1 of this Rule at least four (4) Working Days before the expiry of the validity of the collaterals.

3. The Allocation Platform shall confirm the acceptance of the amendment to the B~~b~~ank G~~g~~uarantee or the new B~~b~~ank G~~g~~uarantee or send a refusal note to the R~~r~~egistered P~~p~~articipant, at the latest four (4) W~~w~~orking D~~d~~ays after the receipt of the original of the amendment to the B~~b~~ank G~~g~~uarantee or the new B~~b~~ank G~~g~~uarantee. The confirmation or refusal note shall be sent via electronic means as specified by the

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~~single~~ ~~A~~allocation P~~p~~latform on its website. The refusal note shall include the reasoning for refusal.

Kommenterede [AU24]: HAR 2026 Update

Rule 21B

Validity and renewal of the Bank Guarantee for Day Ahead and Intraday Transmission Rights

1. Collaterals in the form of a Bank Guarantee for product(s) with a duration of a day or less shall be valid for at least thirty (30) calendar days after the end of the Product Period(s).

2. The Registered Participant shall replace or renew the collaterals in form of a Bank Guarantee to fulfil the requirements of paragraph 1 of this Rule at least four (4) Working Days before the expiry of the validity of the collaterals.

3. The Allocation Platform shall confirm the acceptance of the amendment to the B~~b~~ank G~~g~~uarantee or the new B~~b~~ank G~~g~~uarantee or send a refusal note to the R~~r~~egistered P~~p~~articipant, at the latest four (4) W~~w~~orking D~~d~~ays after the receipt of the original of the amendment to the B~~b~~ank G~~g~~uarantee or the new B~~b~~ank G~~g~~uarantee. The confirmation or refusal note shall be sent via electronic means as specified by the ~~single~~ ~~A~~allocation P~~p~~latform on its website. The refusal note shall include the reasoning for refusal.

Kommenterede [AU25]: HAR 2026 Update

Rule 22

Credit Limit

1. The Allocation Platform shall calculate and continuously update the Credit Limit of each Registered Participant during each Auction. For the purpose of calculating the Credit Limit under this Rule 22, any outstanding payment obligations of the Registered Participant under any set of rules applicable to Capacity Allocation shall be taken into account. In the case of a Bank Guarantee, such Bank Guarantee shall be only considered if the requirements in Rules 21A and 21B related to its validity for the respective Auction are fulfilled. The Allocation Platform shall make this information available to each Registered Participant individually through the Auction Tool.

2. Outstanding payment obligations are calculated according to Rules 74A and 74B, subject to additional rules in paragraph 3 to 5 of this Rule 22, and in Rules 34A and 34B.

3. For the purpose of the Credit Limit calculation, outstanding payment obligations shall be increased to include the taxes and levies in force subject to Rule 75.

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4. Reduction Periods are taken into consideration for the calculation of the Credit Limit as set forth in Rules 74A and 74B.

5. Maximum Ppayment Oobligation(s) MPO for a Registered Participant resulting from its Bid(s) registered at the closure of the Bidding Period, calculated according to Rules 34A and 34B, shall be considered as the outstanding payment obligations. From the publication of the Auction results the due amount notified according to Rules 36A and 36B paragraph 3(b) and (c) shall be considered as outstanding payment obligations for Credit Limit calculation for any concurrent Auction. The Credit Limit shall be revised based on the actual allocated Transmission Rights when the Auction results are published as described in CHAPTER 4.

Kommenterede [AU26]: HAR 2024 Update

Rule 23

Modification of the collaterals

1. A Registered Participant may request in written form an increase of the collaterals in form of a Bank Guarantee, a decrease of the collaterals in form of a Bank Guarantee and/or cash deposit or change of the form of the collaterals at any time in accordance with paragraphs 2 and 3 of this Rule.

2. A decrease of the collaterals of a Registered Participant shall only be allowed if the Credit Limit after applying the requested decrease of the collaterals would be greater than or equal to zero.

3. The Allocation Platform shall accept the modification of the collaterals if the request for a modification of collaterals is compliant with the condition set out in paragraph 2 of this Rule in the event of a decrease with the conditions set out in Rule 20 or Rules 21A and 21B in the event of an increase of collaterals in the form of a Bank Guarantee and in the event of a change in the form of the collaterals from cash on deposit to Bank Guarantee.

4. The modification of the collaterals shall become valid and effective only when the Allocation Platform has made the requested modification of the collaterals of the Registered Participant within the Auction Tool.

5. The Allocation Platform shall assess the request for modification of collaterals and either confirm the acceptance or send a refusal note to the Registered Participant, at the latest, four (4) Working Days after the receipt of the request. The confirmation or refusal note shall be sent via electronic means as specified by the Allocation Platform on its website. The refusal note shall include reasoning for refusal.

6. The Allocation Platform can ~~initiate~~make, at its discretion, changes to the form of the collateral from a Bank Guarantee to cash deposit in the event of a collateral incident or payment incident under Rule 24 and 79 respectively. In such an event, the Allocation Platform shall notify the Registered by electronic means, including email, to deposit the required cash in accordance with Rule 19.

Kommenterede [AU27]: HAR 2024 Update

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~~5.~~7.

Rule 24
Collateral incident

1. A collateral incident occurs in the following cases:

(a) the collaterals are insufficient to secure the amount due for the Transmission Rights held by a Registered Participant on the next payment date as set forth in Rule 76 considering the amount and the validity of the collaterals; or

(b) the collaterals are not renewed in accordance with Rules 21A and 21B paragraph 2; or

(c) the collaterals are not restored after a payment incident in accordance with Rule 25 or new collateral was provided that is not compliant with the conditions specified in Rule 18(3), Rule 19 and Rule 20.

2. The Allocation Platform shall notify the collateral incident to the Registered Participant by electronic means as specified by the Allocation Platform on its website. The Registered Participant shall increase its collaterals within two (2) Working Days from the sending of the notification if this is done during Working Hours or two (2) Working Days starting from the next Working Day if sent after Working Hours. If the collateral provided by the Registered Participant remains insufficient after this period, the Allocation Platform may suspend or terminate the Allocation Platform Participation Agreement in accordance with Rule 83 and Rule 84.

Rule 25
Calls on collaterals

1. The Allocation Platform is entitled to call upon collaterals of a Registered Participant in the event of a registered payment incident in accordance with Rule 79 in relation to any sum invoiced under these Access Rules that a Registered Participant has failed to pay by the due date for payment.

2. The Registered Participant shall restore its collaterals after a payment incident or collateral incident by following the conditions as set forth in Rule 18(3), Rule 19 and Rule 20 unless the Allocation Platform Participation Agreement is suspended or terminated in accordance with Rule 83 or Rule 84.

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CHAPTER 4
Auctions

Rule 26
General provisions for Auctions

1. The Allocation Platform shall allocate Transmission Rights to Registered Participants by way of explicit Allocation. Prior to the Auction, the Allocation Platform shall publish Auction Specifications on its website.

2. The Auctions shall be organised via the Auction Tool. Each Registered Participant fulfilling the requirements for participating in the Auction may place Bids in the Auction Tool until the Bidding Period for the specific Auction expires according to the respective Auction Specification.

3. After the Bidding Period for the specific Auction has expired, the Allocation Platform shall evaluate the Bids including against the respective Credit Limits of the Registered Participants. The results of the Auction will be notified to Registered Participants via the Auction Tool.

4. The Allocation Platform shall provide information on forthcoming Long Term Auctions by publishing on its website a provisional Auction calendar with the dates of Auctions reasonably in advance before the Auctions take place. A provisional Auction calendar for each calendar year shall be published no later than 1 December of the year preceding including provisional information on the form of the product, Product Period and Bidding Period.

Rule 27A
Long Term Capacity Allocation timeframes and form of product

1. The Allocation Platform shall offer Long Term capacity on yearly and monthly timeframes, and in addition may offer capacity on other Long Term timeframes such as seasonal, quarterly, weekly.

2. The standard form of the Long Term Auction products shall be a base product by which a fixed amount of MW throughout the Product Period is allocated subject to announced Reduction Periods. Additional forms of product may be offered.

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Rule 27B
Day Ahead Capacity Allocation timeframe and form of product

1. The Day Ahead Capacity Allocation timeframe is an hourly product. The Allocation Platform shall publish the timings as set out in the Business Rules in Annex 1 of these Access Rules for Day Ahead Auctions on its website.

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Rule 27C
Intraday Capacity Allocation timeframe and form of product

1. The Intraday Capacity Allocation timeframe is an hourly product. Intraday capacity is offered in four (4) Auctions as set out in the Business Rules in Annex 1 of these Access Rules. The Allocation Platform shall also publish the timings for such Auctions on its website.

Rule 28A
Long Term Auction Specification

1. The Allocation Platform shall publish a provisional version of the Long Term Auction Specification and a final version of the Auction Specification as set forth in paragraphs 2 to 3 of this Rule.

2. For Auctions for yearly products, the Allocation Platform shall publish the provisional and the final Auction Specification no later than one (1) week and for any other shorter Capacity Allocation timeframe no later than two (2) Working Days before the end of the Bidding Period of an Auction and in either case, no later than the start of the Bidding Period. The provisional Auction Specification shall state in particular:

(a) the code identifying the Auction in the Auction Tool;

(b) identifying Viking Link as the Interconnector and identification of the border(s) and direction covered;

(c) type of Transmission Rights (which for the Interconnector shall be Physical Transmission Rights);

(d) Capacity Allocation timeframe (e.g. yearly, monthly or other, as described in Rule 27A);

(e) form of product;

(f) identification of the direction covered;

(g) deadline for return of the Transmission Rights allocated in previous Auctions;

(h) the Product Period;

(i) Reduction Period(s) associated with the Product Period when applicable;

(j) the Bidding Period;

(k) the deadline for the publication of the Auction results;

(l) the period during which Long-Term Auction Results can be contested ~~contestation period~~ in accordance with Rule 37A;

Kommenteret [AU28]: HAR 2024 Update

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(m) the provisional Offered Capacity, which shall not include Cross Border Capacity released via a return of Transmission Rights and Cross Border Capacity released in accordance with Rule 83 and Rule 84;

(n) any other relevant information or terms applicable to the product or the Auction.

3. Not earlier than four (4) hours after publication of the provisional Auction Specification and no earlier than the deadline for returns as set out at paragraph 2(g) above, the Allocation Platform shall publish the final Auction Specification for that Auction stating the final Offered Capacity and any other update of relevant information or terms applicable to the product or the Auction

4. The final Offered Capacity shall consist of:

(a) the provisional Offered Capacity;

(b) the available Cross Border Capacity already allocated to Registered Participants for which a valid request for a return of Transmission Rights has been submitted for this Auction in accordance with Rule 38 and Rule 39; and

(c) the available Cross Border Capacity already allocated to Registered Participants which will be reallocated as a result of suspension or termination in accordance with Rule 83 and Rule 84.

5. The Allocation Platform shall publish the format of the bids to be used.

Rule 28B
Day Ahead and Intraday Auction Specification

1. The Allocation Platform shall publish Auction Specifications for Day Ahead and Intraday timescales as set forth in paragraph 2 of this Rule.

2. The Allocation Platform shall publish the Day Ahead and/or Intraday Auction Specification via the Auction Tool no later than the start of the Bidding Period. The Auction Specification shall state in particular:

(a) the code identifying the Auction in the Auction Tool;

(b) identifying Viking Link as the Interconnector and identification of the border(s) and direction covered;

(c) the Product Period;

(d) the Bidding Period;

(e) the deadline for the publication of the Auction results;

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(f) the period during which Day-Ahead Auction results can be contested~~contestation period for Day Ahead Auctions only~~ (i.e. not applicable to Intraday Auctions), which shall close no later than 30 minutes after the Auction results have been notified to the Registered Participant;

(g) the Offered Capacity calculated for each hour as the available Cross Border Capacity resulting from the difference between the NTC and the net values of the sum of Nominations from the previous timeframe; and

(h) any other relevant information or terms applicable to the product or the Auction.

Kommenterede [AU29]: Rephrased HAR wording

Rule 29
Not used

Rule 30
Reduction Periods of Offered Capacity for Long Term Transmission Rights

1. The Allocation Platform may announce one or more Reduction Periods in a Long Term Auction Specification. In this case, the Auction Specification shall include for each Reduction Period information on the duration of the Reduction Period and the amount of offered capacities.

2. For the avoidance of doubt, Reduction Periods do not apply to already allocated Transmission Rights and shall not be considered for any purpose including compensation as a curtailment according to CHAPTER 9.

Rule 31
Bids submission

1. The Registered Participant shall submit a Bid or set of Bids to the Allocation Platform in accordance with following requirements:

(a) it shall be submitted electronically using the Auction Tool and during the Bidding Period as specified in the Auction Specification;

(b) it shall identify the Auction via an identification code as specified in Rules 28A and 28B paragraph 2(a) ;

(c) it shall identify the Registered Participant submitting the Bid through its EIC code;

(d) it shall identify the direction for which the Bid is submitted;

(e) it shall state the Bid Price, which shall be different for each Bid of the same Registered Participant, exclusive of taxes and levies, in Euros (€) / ~~per~~ MW

Kommenterede [AU30]: HAR 2024 Update

Til arbejdsbrug/Restricted

per hour of the Product Period, expressed to a maximum of two (2) decimal places, and equal to or greater than zero (0);

(f) it shall state the Bid Quantity in full MW which must be expressed without decimals.

2. The Registered Participant may modify its previously registered Bid or set of Bids at any time during the Bidding Period including its cancellation in accordance with Rule 33. If the Bid has been so modified only the last valid modification of the Bid or set of Bids shall be taken into account for the Auction results determination.

3. If a Bid Quantity, or a quantity calculated as a sum of the Bid Quantity for several Bids submitted for the same Auction, by a Registered Participant exceeds the Offered Capacity announced in the final Auction Specification, this Bid or these Bids shall be completely rejected. Where a modification of previously submitted Bids results in exceeding the Offered Capacity, the modification shall be rejected and the previously registered Bids will stand.

4. The above-mentioned processes of this Rule shall apply to all forms of an Auction product and all Capacity Allocation timeframes.

5. All Bid prices are deemed to be exclusive of Taxes.

Rule 32
Bid registration

1. The Allocation Platform shall not register a Bid that:

(a) does not comply with the requirements of Rule 31; or

(b) is submitted by a Registered Participant who is suspended in accordance with Rule 83.

2. Provided that a Bid or a set of Bids fulfils the requirements set forth in Rule 31, the Allocation Platform shall confirm to the Registered Participant that such Bid(s) have been correctly registered by an acknowledgment of receipt via a message on the Auction Tool. If the Allocation Platform does not issue an acknowledgment of receipt for a Bid, such Bid shall be deemed not to have been registered.

3. The Allocation Platform shall notify a Registered Participant whose Bid is rejected as invalid and the reason for this rejection, without undue delay after the Bid is rejected.

4. The Allocation Platform shall maintain a record of all valid Bids received.

5. Each valid Bid registered at the closure of the Bidding Period shall constitute an unconditional and irrevocable offer by the Registered Participant to the Allocation Platform to buy Transmission Rights up to the Bid Quantity and at prices up to the Bid Price and under the terms and conditions of these Access Rules and the relevant Auction Specification.

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Rule 33
Default Bid

1. The Registered Participant has the option to place default Bids for Auctions.

2. A default Bid, once identified as such by the Registered Participant, shall apply automatically to each subsequent and relevant Auction as defined by the Registered Participant when placing the default Bid. At the opening of a relevant Bidding Period, the registered default Bid shall be considered as a Bid submitted by the Registered Participant for the relevant Auction. This Bid shall be considered as delivered when the Allocation Platform sends an acknowledgment of receipt to the Registered Participant. During the Bidding Period of an Auction for which a default bid had been applied, the Bid Price and/or Bid Amounts may be amended in the same way as a Bid submitted during the Bidding Period.

3. If a default Bid Quantity or a quantity calculated as a sum of the Bid Quantity for several default Bids submitted for the same Auction by a Registered Participant exceeds the final Offered Capacity, the Bids with the lowest Bid Price shall be rejected one by one until the total allowed Bid Quantity is reached. The remaining Bids shall then be evaluated in accordance with Rules 34A and 34B and 35.

4. A Registered Participant who wants to modify a default Bid for a future Auction shall change the Bid Quantity and the Bid Price of its default Bids before the applicable Auction Bidding Period opening.

5. A Registered Participant not wishing to submit the default Bid on the Auction Tool for future Auctions can cancel its default Bids before the subsequent Auction Bidding Period opening.

Rule 34A
Long Term Credit Limit verification

1. Upon submission by a Registered Participant of a Bid or set of Bids to the Auction Tool the Allocation Platform shall check whether the maximum payment obligations (**MPO**) connected with that Registered Participant's registered Bid(s) calculated according to paragraphs 4 and 5 of this Rule at the time of Bid(s) submission exceed the Credit Limit. If the MPO connected with such registered Bids exceeds the Credit Limit, the Allocation Platform shall issue automatically via the Auction Tool a warning to the Registered Participant to modify the Credit Limit (such as by amending a Bid or increasing its collateral). Bids shall not be rejected automatically if the MPO attributed to registered Bids exceeds the Credit Limit at Bid submission but only after the process described in paragraph 2 of this Rule.

2. At closure of the Bidding Period the Allocation Platform shall check again whether the MPO connected with registered Bids calculated according to paragraph 5 of this Rule exceed the Credit Limit. If the MPO connected with these Bids exceed the Credit Limit, these Bids, starting with the Bid with the lowest Bid Price, shall be one (1) by one (1) excluded, until the MPOs are less than or equal to the Credit Limit. The Allocation Platform may apply additional criteria or rules to decide which Bid shall be

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rejected. Such additional criteria or rules shall be included in the Information System Rules and shall be one or more from the following:

(a) chronological submission (time stamp); and/or

(b) Bid identification assigned by the Auction Tool; and/or

(c) rejection of all relevant Bids with the same Bid Price.

3. The Allocation Platform shall indicate insufficient collaterals as the reason for the Bid exclusion in the Auction results notification to the Registered Participant.

4. The Allocation Platform shall continuously assess all the Bids irrespective to which Auction and with regard to which direction they are submitted. In the event of Bids connected with various and overlapping Auctions, the Allocation Platform shall consider all calculated MPOs as outstanding payment obligations according to Rule 22.

5. For the calculation of the MPOs relating to Auction(s) the Allocation Platform shall sort the registered Bids of a Registered Participant by Bid Price in descending order (merit-order). Bid 1 shall be the Bid with the highest Bid Price and Bid n shall be the Bid with the lowest Bid Price. The Allocation Platform shall calculate the MPOs according to the following equation:

$$MPO = \sum_{hours} Max \left[Bid\ Price\ (1) * Bid\ Quantity\ (1);\ Bid\ Price\ (2) * \sum_{i=1}^{2} Bid\ Quantity\ (i)\ ; \ldots \right.$$
$$\left. \ldots ; Bid\ Price\ (n-1) * \sum_{i=1}^{n-1} Bid\ Quantity\ (i)\ ; Bid\ Price\ (n) * \sum_{i=1}^{n} Bid\ Quantity\ (i) \right]$$

6. When calculating the MPOs according to paragraph 5 of this Rule, the Allocation Platform shall also take the following into account:

(a) if applicable, for each individual hour of the Reduction Period the maximum quantity of Transmission Rights which can be allocated to the Registered Participant during the Reduction Period;

(b) increase of the MPOs with applicable taxes and levies in force subject to Rule 75; and

(c) in respect of Transmission Rights with a Product Period of one (1) or more months, one (1) or two (2) monthly instalments respectively should be secured in compliance with due amount calculation according to Rule 74A(1).

Rule 34B
Day Ahead and Intraday Credit Limit verification

1. Upon submission by a Registered Participant of a Bid or a set of Bids to the Auction Tool the Allocation Platform shall check whether the maximum payment obligations (**MPO**) connected with that Registered Participant's registered Bid(s) calculated according to paragraphs 4 and 5 of this Rule at the time of Bid(s) submission

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exceeds the Credit Limit. If the MPO connected with such registered Bids exceeds the Credit Limit, the Allocation Platform shall issue automatically via the Auction Tool a warning to the Registered Participant to modify the Credit Limit (such as by amending a Bid or increasing its collateral). Bids shall not be rejected automatically if the MPO attributed to registered Bids exceeds the Credit Limit at Bid submission but only after the process described in paragraph 2 of this Rule.

2. At closure of the Bidding Period the Allocation Platform shall check again whether the MPO connected with registered Bids calculated according to paragraph 5 of this Rule exceed the Credit Limit. If the MPO connected with these Bids exceed the Credit Limit, these Bids, starting with the Bid with the lowest Bid Value, shall be one (1) by one (1) excluded, until the MPOs are less than or equal to the Credit Limit. The Allocation Platform may apply additional criteria or rules to decide which Bid shall be rejected. Such additional criteria or rules shall be included in the Information System Rules and shall be one or more from the following:

(a) chronological submission (time stamp); and/or

(b) Bid identification assigned by the Auction Tool; and/or

(c) rejection of all relevant Bids with the same Bid Price.

3. The Allocation Platform shall indicate insufficient collaterals as the reason for the Bid exclusion in the Auction results notification to the Registered Participant.

4. The Allocation Platform shall continuously assess all the Bids irrespective to which Auction and with regard to which direction they are submitted. In the event of Bids connected with various and overlapping Auctions, the Allocation Platform shall consider all calculated MPOs as outstanding payment obligations according to Rule 22.

5. For the calculation of the MPOs relating to Auction(s) the Allocation Platform shall sort the registered Bids of a Registered Participant by Bid Price in descending order (merit-order). Bid 1 shall be the Bid with the highest Bid Price and Bid n shall be the Bid with the lowest Bid Price. The Allocation Platform shall calculate the MPOs according to the following equation:

$$MPO = \sum_{hours} Max \left[Bid\ Price\ (1) * Bid\ Quantity\ (1);\ Bid\ Price\ (2) * \sum_{i=1}^{2} Bid\ Quantity\ (i)\ ; \ldots \right.$$

$$\left. \ldots ; Bid\ Price\ (n-1) * \sum_{i=1}^{n-1} Bid\ Quantity\ (i)\ ; Bid\ Price\ (n) * \sum_{i=1}^{n} Bid\ Quantity\ (i) \right]$$

6. When calculating the MPOs according to paragraph 5 of this Rule, the Allocation Platform shall take into account the increase of the MPOs with applicable taxes and levies in force subject to Rule 75.

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Rule 35
Auction Results Determination

1. After the expiration of the Bidding Period for an Auction and the Credit Limit verification pursuant to Rules 34A and 34B, the Allocation Platform shall determine the Auction results and allocate the Transmission Rights in accordance with this Rule 35.

2. The Auction results determination shall include the following:

(a) determination of the total quantity of the allocated Transmission Rights;

(b) identification of winning Bids to be fully or partially satisfied; and

(c) determination of the Marginal Price per direction.

3. The Allocation Platform shall determine the Auction results using an optimisation function aiming at maximisation of the sum of the Registered Participants' surplus and the Congestion Income generated by the winning Bids while respecting the constraints of the optimisation function in form of offered capacities. The Allocation Platform shall publish additional explanatory information on the optimisation function of the algorithm on its website.

4. The Allocation Platform shall determine the Marginal Price of an Auction based on the following criteria:

(a) if the total quantity of Cross Border Capacity for which valid Bids have been submitted is lower than or equal to the Offered Capacity, then the Marginal Price shall be zero;

(b) if the total quantity of Cross Border Capacity for which valid Bids have been submitted exceeds the Offered Capacity, the Marginal Price shall be set at the lowest Bid(s) Price(s) allocated in full or in part using the respective offered capacities.

5. If two (2) or more Registered Participants have submitted for one direction valid Bids with the same Bid Price, that cannot be accepted in full for the total requested quantity of Transmission Rights, the Allocation Platform shall determine the winning Bids and the quantity of the allocated Transmission Rights per Registered Participant as follows:

(a) the Cross Border Capacity available for the Bids which set the Marginal Price shall be divided equally between the number of the Registered Participants which submitted these Bids;

(b) if the quantity of Transmission Rights requested by a Registered Participant at Marginal Price is lower than or equal to the share calculated according to item (a) above, the request of this Registered Participant shall be fully satisfied;

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(c) if the requested quantity of Transmission Rights by a Registered Participant at Marginal Price exceeds the share calculated according to item (a) above, the request of this Registered Participant shall be satisfied up to the amount of the share as calculated according to item (a) above;

(d) any remaining Cross Border Capacity after the allocation according to items (b) and (c) shall be divided by the number of the Registered Participants whose requests have not been fully satisfied and allocated to them applying the process described in items (a), (b) and (c) above.

6. Where a Reduction Period is indicated in the Auction Specification for an Auction, the Allocation Platform shall determine the Auction results in accordance with the provisions of paragraphs 3 to 5 of this Rule, modified as follows:

(a) winning Bids and Marginal Prices for respective directions are determined according to paragraphs 3 to 5 of this Rule;

(b) for each Reduction Period the quantity of Transmission Rights to be allocated to individual Registered Participants shall be calculated on a pro-rata basis taking into account the quantity of Transmission Rights corresponding to the respective winning Bids of each Registered Participant and the respective reduced offered capacities. The Allocation Platform shall publish on its website clarifications and examples concerning the calculation of the quantity of Transmission Rights to be allocated to individual Registered Participants in the Reduction Period.

7. Whenever the calculation set forth in paragraphs 3 to 6 of this Rule does not result in a whole MW amount in accordance with Rule 31 paragraph 1(f), the Transmission Rights shall be rounded down to the nearest full MW. The case when Transmission Rights allocated to individual Registered Participants are equal to zero after rounding shall not impact the Marginal Price determination.

8. The Transmission Rights are deemed to have been allocated to a Registered Participant from the moment the Registered Participant has been notified of the Results and the Ccontestation Pperiod is closed in accordance with Rules 37A and 37B. In the event that the Auction was not successfully performed, the fallback procedures as set forth in CHAPTER 8 shall apply.

Rule 36A
Notification of Long Term Auction results

1. The Allocation Platform shall publish on its website the Long Term Auction results as soon as possible but not later than the time specified in the final Auction Specification.

2. The publication of the Auction results shall comprise at least the following data:

(a) total requested Transmission Rights in MW;

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(b) total allocated Transmission Rights in MW;

(c) Marginal Price in Euros/MW per hour;

(d) number of Registered Participants participating in the Auction;

(e) list of names and number of Registered Participants who placed at least one winning Bid in the Auction;

(f) list of registered Bids without identification of the Registered Participants (bid curve); and

(g) Congestion Income.

3. As soon as possible and no later than thirty (30) minutes after the publication of the Auction results, the Allocation Platform shall make available via the Auction Tool to each Registered Participant who submitted a Bid to a specific Auction at least the following data:

(a) Transmission Rights allocated to the Registered Participant for each hour of the Product Period in MW;

(b) Marginal Price in Euros/MW per hour; and

(c) due amount from the Registered Participant for allocated Transmission Rights, in Euros, rounded to two decimal places; and

(d) due amount from the Registered Participant for one monthly instalment for allocated Transmission Rights, in Euros, rounded to two decimal places, in the event that the Product Period is longer than one month.

4. In the event that the Auction Tool is unavailable, the Allocation Platform shall inform the Registered Participants of the Auction results in accordance with CHAPTER 8.

Rule 36B

Notification of Day Ahead and Intraday Auction results

1. The Allocation Platform shall publish on its website the Auction results as soon as possible but not later than the time specified in the final Auction Specification.

2. The publication of the Auction results for each direction shall comprise at least the following data:

Kommenterede [AU31]: HAR 2024 Update

(a) total requested Transmission Rights in MW per hour;

(b) total allocated Transmission Rights in MW per hour;

(c) Marginal Price in Euros (€)/MW per hour;

Kommenterede [AU32]: HAR 2024 Update

(d) number of Registered Participants participating in the Auction;

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(e) number of Registered Participants who placed at least one winning Bid in the Auction;

(f) list of registered Bids without identification of the Registered Participants (bid curve); and

(g) Congestion Income.

3. As soon as possible and no later than thirty (30) minutes after the publication of the Auction results, the Allocation Platform shall make available via the Auction Tool to each Registered Participant who submitted a Bid to a specific Auction at least the following data:

(a) Transmission Rights allocated to the Registered Participant for each hour of the Product Period in MW;

(b) Marginal Price in Euros (€)/MWh ~~per hour~~; and

(c) due amount from the Registered Participant for allocated Transmission Rights, in Euros (€), rounded to two decimal places.

4. In the event that the Auction Tool is unavailable, the Allocation Platform shall inform the Registered Participants of the Auction Results in accordance with CHAPTER 8.

Rule 37A

Contestation of Long Term Auction results

1. Registered Participants shall check the Auction results and, where reasonably appropriate, may contest Long Term Auction results within the deadline set out in the relevant Auction Specification, but no later than two (2) Working Days after the Long Term Auction results have been notified to the Registered Participant.

2. The Allocation Platform shall only consider a contestation where the Registered Participant is able to demonstrate an error by the Allocation Platform in the Auction results.

3. The contestation shall be notified to the Allocation Platform and headed as "contestation".

4. Any contestation shall contain the following:

(a) Date of contestation;

(b) identification of contested Auction;

(c) identification of the Registered Participant;

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(d) name, e-mail address and telephone number of the Registered Participant;

(e) detailed description of the facts and the reason for contestation; and

(f) evidence of erroneous Auction results.

5. The Allocation Platform shall notify its decision on the contestation to the Registered Participant no later than four (4) Working Days after the Long Term Auction results have been notified to the Registered Participant.

6. At the end of the Ccontestation Pperiod~~fourth (4th) Working Day after the publication of the Long Term Auction results,~~ and unless a Long Term Auction is cancelled, the Auction results shall be considered binding with no further notification.

Kommenterede [AU33]: HAR 2024 Update

7. If the Registered Participant does not contest the Auction results within the deadline and under the condition specified above or in the Auction Specification, the Registered Participant shall be irrevocably deemed to renounce any contestation.

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Rule 37B

Contestation of Day Ahead Auction results

1. Registered Participants shall check the Auction results and, where reasonably appropriate, may contest Day Ahead Auction results within the deadline set out in the Auction Specification in Rule 28B.

2. The Allocation Platform shall only consider a contestation where the Registered Participant is able to demonstrate an error by the Allocation Platform in the Auction results.

3. The contestation shall be notified to the Allocation Platform and headed as "contestation".

4. Any contestation shall contain the following:

(a) Date of contestation;

(b) identification of contested Auction;

(c) identification of the Registered Participant;

(d) name, e-mail address and telephone number of the Registered Participant;

(e) detailed description of the facts and the reason for contestation; and

(f) evidence of erroneous Auction results.

5. The Allocation Platform shall notify its decision on the contestation to the Registered Participant no later than one (1) hour and thirty (30) minutes after the Day Ahead Auction results have been notified to the Registered Participant; or

6. ~~One (1) hour and thirty (30) minutes after the Day Ahead Auction results have been notified~~At the end of the Contestation Period, and unless a Day Ahead Auction is cancelled, the Day Ahead Auction results shall be considered binding with no further notification.

7. If the Registered Participant does not contest the Auction results within the deadline and under the condition specified above or in the Auction Specification, the Registered Participant shall be irrevocably deemed to renounce any contestation.

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CHAPTER 5
Return of Long Term Transmission Rights

Rule 38
General Provision

1. Transmission Right holder(s) may return some or all of their Transmission Rights to the Allocation Platform for reallocation at any subsequent Long Term Auction.

2. Returned Transmission Rights shall be either a constant band of whole MW over the specific timeframe of the subsequent Auction or a constant value of whole MW during the days outside of any Reduction Period(s). This second case applies only if the Transmission Rights to be returned at a subsequent Auction contain exactly the same Reduction Period(s) as the ones of the subsequent Auction itself.

3. The minimum volume for a returned Transmission Right shall be one (1) MW over the specific timeframe of the subsequent Auction.

4. The Allocation Platform shall make the volumes of returned Transmission Rights available at the subsequent Long Term Auction, increasing the Offered Capacity announced in the provisional Auction Specification accordingly and equally for each hour of the Product Period. The same applies for where the Offered Capacity announced in the provisional Auction Specification for the subsequent Long Term Auction contains a Reduction Period.

5. If the returned Transmission Rights are rounded down in accordance with the process described in Rule 35(7), the Allocation Platform shall remunerate the Registered Participant for the full amount of the returned Transmission Rights in accordance with Rule 40.

Rule 39
Process of the return

1. Transmission Right holder(s) wishing to return their Transmission Rights shall send a notification, directly via the Auction Tool to the Allocation Platform in line with the corresponding Information System Rules no later than the deadline specified in the provisional Auction Specification for the subsequent Auction to which the Transmission Right is to be returned. For the avoidance of doubt the sending of a notification indirectly through a third party will not be accepted.

2. A valid notification of the return pursuant to paragraph 1 of this Rule shall contain the following information:

   (a) EIC code of the Transmission Right holder;

   (b) identity of the subsequent Auction to which the Transmission Right is returned; and

   (c) the volume of the Transmission Rights for return.

3. In order to be able to return Transmission Rights the Registered Participant shall:

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(a) have a valid and effective Allocation Platform Participation Agreement with the Allocation Platform;

(b) hold the relevant Transmission Rights at the time of the notification of the return;

(c) send the notification before the deadline pursuant to paragraph 1 of this Rule; and

(d) not be suspended in accordance with Rule 83 of these Access Rules and can fulfil or secure its financial obligations pursuant to these Access Rules.

4. If the requirements set forth in paragraph 3 of this Rule are fulfilled, the Allocation Platform shall send without undue delay a notification to the Registered Participant via the Auction Tool containing:

(a) a message confirming the acceptance of the return subject to paragraph 7 of this Rule; or

(b) a message rejecting the return including the reasons for rejection subject to paragraph 7.

5. If the return is accepted, the Allocation Platform shall decrease the total volume of the Transmission Rights held by the respective Transmission Rights holder by the amount returned.

6. Transmission Right holder(s) wishing to modify their return as notified in accordance with paragraphs 1 and 2 of this Rule, shall send a notification via the Auction Tool with the adjusted volume of the Transmission Rights to be returned before the deadline for return of Transmission Rights pursuant to paragraph 1 of this Rule expires. Where the volume of the Transmission Rights to be returned is adjusted to zero (0) MW, the related return shall be deemed as cancelled.

7. If the Allocation Platform is unable to register a return as set forth in this CHAPTER 5, the Allocation Platform may apply a fallback procedure for data exchange pursuant to Rule 57. If no fallback procedure for return is technically possible, no financial compensation may be claimed by the Registered Participants.

Rule 40
Remuneration of Transmission Right holders

1. Registered Participants who returned Transmission Rights are entitled to receive a remuneration equal to the value of the returned Transmission Rights set during the relevant subsequent Auction(s) calculated for each hour as follows:

(a) the Marginal Price of the Auction at which the returned Transmission Right was reallocated in Euros/MW per hour multiplied by

(b) the full amount of MW which was reallocated.

2. On return the Registered Participant ceases to be a Transmission Rights Holder for the returned amount of Transmission Rights. This means that all rights and obligations of the

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Registered Participant connected to the returned amount of Transmission Rights will cease except for those connected to its payments obligations pursuant to CHAPTER 10 and the remuneration set forth in this CHAPTER 5. All rights and obligations of the Registered Participant related to the not accepted for returned proportion of Transmission Rights will remain unaffected.

CHAPTER 6
Transfer of Long Term Transmission Rights

Rule 41
General provisions

1. Transmission Right holder(s) may transfer some or all of their Transmission Rights to another Registered Participant once the Auction results in respect of those rights are final. Regardless of how the transfer was concluded, it shall be notified to the Allocation Platform following the process pursuant to Rule 42 and via the Auction Tool according to a format specified on the Allocation Platform's website.

2. The minimum volume of Transmission Rights that may be transferred shall be one (1) MW over one (1) hour.

Rule 42
Process of the transfer

1. The transferor shall send a notification, directly (for the avoidance of doubt the sending of a notification indirectly through a third party will not be accepted) of the transfer to the Allocation Platform via the Auction Tool with the following information:

   (a) the EIC codes of the transferor and transferee;

   (b) the time period of the transfer including the start and end dates and hours; and

   (c) the volume (MW) of the transferred Transmission Right in whole MW(s) defined per hour.

2. The notification of the transfer shall be delivered to the Allocation Platform no later than at 12:00 p.m. on the second (2^{nd}) day preceding the day of delivery.

3. In order to be able to transfer the Transmission Rights the following requirements shall be fulfilled:

   (a) the transferor and transferee have a valid and effective Allocation Platform Participation Agreement with the Allocation Platform at least for the transfer of Transmission Rights;

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(b) the transferor holds the concerned Transmission Rights at the time of the notification of the transfer;

(c) the transferor has fulfilled or secured its financial obligations pursuant to these Access Rules regardless whether the transferor transfers all or only part of its Transmission Rights and even in the case of multiple transfers among several Registered Participants; and

(d) the transferor has delivered the notification of the transfer before the deadline pursuant to paragraph 2 of this Rule.

4. The Allocation Platform shall issue to the transferor without undue delay an acknowledgement of receipt of the notification. Where the notification fulfils the requirements pursuant to paragraph 3 of this Rule the Allocation Platform shall inform the transferee about the notification of the transfer.

5. In the event that the acknowledgement is not sent by the Allocation Platform, the concerned notification from the transferor shall be deemed not to have been submitted.

6. The notification of transfer shall be confirmed by the transferee within four (4) hours upon receiving the transfer information from the Allocation Platform and no later than at 12:00 p.m. the second (2^{nd}) day preceding the day of delivery

7. In the event that the transferee does not confirm the transfer by the deadline pursuant to paragraph 6, the Allocation Platform shall automatically cancel the process of the transfer notification.

8. The Allocation Platform shall then issue without undue delay to the transferor and the transferee a second acknowledgement via the Auction Tool stating either:

(a) that the transfer notification has been accepted and is effective; or

(b) that the transfer notification has been rejected including the reason(s).

9. If for any technical reason the acknowledgement is not sent by the Allocation Platform, the concerned transfer is deemed not to have been submitted.

10. The Transferor shall not be entitled to withdraw the transfer notification once the transferee has accepted it. The transferee may initiate another transfer to transfer the Transmission Rights further.

11. In the event of Auction Tool failure, a fallback procedure pursuant to CHAPTER 8 shall apply. If the process of the transfer notification cannot be completed in accordance with this Rule due to an IT system and/or fallback procedure failure, Registered Participants shall not be entitled to claim any financial compensation from the Allocation Platform.

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Rule 43
Legal consequences of the transfer

All rights and obligations resulting from these Access Rules, with the exception of the payment obligation of the original Transmission Right holder regarding the allocation of Transmission Right pursuant to Rule 73(1), shall be transferred together with the Transmission Right.

Rule 44
Notice board

1. The notice board shall facilitate only the exchange of information between the Registered Participants regarding their interest in buying and/or selling Transmission Rights. No agreements may be concluded via this notice board. Use of the notice board is free of charge.

2. Any notices published via the notice board by the Registered Participants shall not be considered as an evidence for a valid and effective contract for the transfer of Transmission Rights.

3. The Allocation Platform shall not be held liable for the accuracy and completeness of the information published by a Registered Participant on the notice board.

4. The Allocation Platform may delete from the notice board any information it considers not relevant for the purpose of the notice board. In case of such a deletion, the Allocation Platform shall provide the reasons for the deletion to the respective Registered Participant.

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CHAPTER 7
Use of Transmission Rights

Rule 45
Subject matter and scope

1. This CHAPTER 7 sets out the terms for the use of Transmission Rights allocated under these Access Rules.

Rule 46A
General principles for Long Term Transmission Rights

1. A Registered Participant holding Transmission Rights (or its Nomination Representative) may Nominate the Transmission Rights in accordance with ~~Rule 49~~this Chapter 7. Such Nominations shall be used to calculate the Deemed Metered Volumes as defined in the Business Rules.

2. Transmission Rights allocated in Long Term Auctions shall be subject to the Use It or Sell It (UIOSI) principle.

Rule 46B
General principles for Day Ahead and Intraday Transmission Rights

1. A Registered Participant holding Transmission Rights (or its Nomination Representative) may Nominate the Transmission Rights in accordance with ~~Rule 49~~this Chapter 7. Such Nominations shall be used to calculate the Deemed Metered Volumes as defined in the Business Rules.

2. Transmission Rights allocated in Day Ahead or Intra Day Auctions shall be subject to the Use It or Lose It (UIOLI) principle.

Rule 47
~~Entitlement of a Transmission Rights Holder~~~~Legal~~ Requirements for entitlement to Nominate

1. In order to Nominate Transmission Rights, a Transmission Rights Holder (or its Nomination Representative) must have entered into a signed and completed Nomination Participation Agreement along with providing evidence of the following (in respect of the Interconnector, as required) each of which may be fulfilled by itself or its Nomination Representative:
   (a) ~~its~~ accession to a Use of System Interconnector Agreement with National ~~Grid~~ Energy~~Electricity~~ System Operator ~~Limited~~ and the Framework Agreement established under the Connection and Use of System Code;

Kommenterede [AU34]: Introduction of "Nomination Representative" to allow for a 3rd party to nominate on behalf of the Transmission Rights Holder.

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(b) ~~its~~ accession to the Framework Agreement as defined in the Balancing and Settlement Code (BSC) and to be in good standing under the BSC, together with full details of active Production and Consumption Interconnector BM Units registered to the Transmission Rights Holder under the BSC;

(c) being a balance responsible party (BRP) in Denmark[1] and complying with Energinets general market rules (market regulation C1) for BRP's[2].

2. The Transmission Rights Holder (or its Nomination Representative if it is signatory to the Nomination Participation Agreement) shall indemnify and keep indemnified the Allocation Platform, each TSO and its officers, employees and agents from and against any and all loss or liability (including legal costs) related to a damage that it has caused, which any of them may suffer or incur by reason of i) any claim by any third party associated with the Nomination of Transmission Rights pursuant to the Nomination Participation Agreement and/or these Access Rules; and ii) the use of the Nomination Platform (including any use by a Nomination Representative).

3. To enter into a Nomination Participation Agreement the Transmission Rights Holder (or its Nomination Representative) must provide the TSOs with either three (3) original signed copies of the Nomination Participation Agreement only in case of handwritten signature(s), as published on the website of the TSOs, together with all duly completed information and documents required by this Rule 47; or one (1) digital copy of the Nomination Participation Agreement signed with qualified electronic signature(s) which complies with the standard required by eiDAS Regulation No.910/2104 to be qualified as a "qualified electronic signature" (QES). From the day of receipt of the application, the TSOs shall assess the completeness of the information submitted in accordance with this Rule 47 within seven (7) Working Days of receipt of the completed and signed Nomination Participation Agreement.

Kommenterede [A[35]: HAR 2026 Update - similar wording used from Rule 6

4. The TSOs shall before the expiration of the seven (7) Working Days deadline ask the Transmission Rights Holder (or its Nomination Participation Representative) to provide any outstanding information which it has failed to submit with its Nomination Participation Agreement. On receipt of the outstanding information, the TSOs shall within an additional seven (7) Working Days review the information and confirm if any further information is required.

Once the TSOs have received all necessary information, they shall return one copy of the Nomination Participation Agreement signed by each of them to the Registered Participant without undue delay. The signature of the Nomination Participation Agreement by the TSOs shall not itself imply compliance with the condition(s) set out in these Access Rules for the use of Transmission RIghts. The Nomination Participation Agreement comes into force on the date of signature by both TSOs.

[1] https://www.esett.com/customers/new-market-participants/
[2] https://energinet.dk/-/media/68FBE06BEDC84D5BB7F2334583E0D798.PDF?la=da&hash=349884AEC7B6AFB1BE9DEE691366BD24E14EFE0B

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Rule 48
Minimum technical requirements to Nominate

1. ~~Transmission Rights Holders~~Persons eligible to Nominate Transmission Rights must comply at all times with the applicable Information System Rules relating to the Nomination Platform, as published by the TSOs on their websites.

2. The Nomination Platform is a web-based application, therefore the minimum technical requirement for a ~~Transmission Rights Holder~~ person eligible to Nominate is to have internet access.

Rule 49
Nomination of Transmission Rights

1. Persons eligible to nominate Transmission Rights shall fulfil the requirement described in this CHAPTER 7. Eligible persons may be the following:
   (a) the Transmission Rights' Holder; or

   (b) the person notified by the Transmission Rights' holder during the Nomination process to the TSOs in line with these Access Rules; or

   (c) the person authorised by the Transmission Rights' holder to nominate in line with these Access Rules and notified to the Allocation Platform.

2. The Allocation Platform or Nomination Platform (as the case may be) shall provide on its website an overview of the options listed in paragraph 1 of this Rule which are applicable.

3. For the process of the notification of the eligible persons to the Allocation Platform in accordance with paragraph 1(c) of this Rule the following criteria shall be met:
   (a) the eligible person shall have an EIC Code in order to allow its identification in the Rights Document; and

   (b) the Transmission Rights' holder shall notify the eligible person to the Allocation Platform via the Auction Tool in accordance with the Information System Rules and at the latest one (1) hour before the sending of the Rights Document for a specific day.

4. The Allocation Platform shall not accept notifications of eligible persons which do not meet the criteria in accordance with paragraph 3 of this Rule when sending the Rights Document in respect of a Contract Day (in whole or in part) of delivery of electricity.

6. The Allocation Platform or Nomination Platform (as appropriate) shall publish the relevant Nomination Rules on its website.

7. The nomination deadlines are set forth in the Business Rules (as appended at the Business Rules in Annex 1 to these Access Rules). The Allocation Platform shall publish information on its website on the Nomination deadlines. In case of any discrepancy between the Nomination Gate Closure published by the Allocation Platform and those

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of the valid and legally binding relevant Nomination Rules, the latter shall prevail and the Allocation Platform shall not be held liable for any damages due to such a discrepancy.

Rule 50A
Rights Document for Long Term Transmissions Rights

1. Nominations shall only be submitted in compliance with the Rights Document.

2. The Rights Document shall contain the information about the volume in MW that eligible persons are entitled to nominate in specific directions and for specific hourly periods.

3. The Allocation Platform shall send a Rights Document daily on the second day prior to Contract Day and prior to the opening of the Nomination Gate, via the Auction Tool.

Rule 50B
Rights Document for Day Ahead and Intraday Transmission Rights

1. Nominations shall only be submitted in compliance with the Rights Document.

2. The Rights Document shall contain the information about the volume in MW that eligible persons are entitled to nominate in specific directions and for specific hourly periods.

3. The Allocation Platform shall send a Rights Document after each Auction to the Transmission Rights Holder via the Auction Tool.

Rule 51
Description of the Nomination process

1. Transmission Rights Holders are entitled to Nominate Transmission Rights acquired pursuant to these Access Rules. Such Nominations shall be issued as a Sending End value and on a per direction and per applicable hour basis. The Nominations are subject to the terms and conditions of these Access Rules (including curtailment).

2. All Nominations shall be made in accordance with the Business Rules (as set out in Annex 1 of these Access Rules). In the event of any conflict between the Business Rules and this CHAPTER 7, then the Business Rules shall prevail.

3. Transmission Rights Holders will only be entitled to nominate Transmission Rights allocated under these Access Rules to the extent provided for under these Access Rules.

4. For each hour in a Contract Day for which a Rights Document has been issued by the Allocation Platform, each Transmission Rights Holder may nominate the Transmission Rights on the Nomination Platform at the Sending End up to but not exceeding the amount set out in the Rights Document in the relevant direction for that hour.

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5. For the avoidance of doubt, the Nomination Platform will reject a Nomination in its entirety for the Contract Day where the corresponding Nomination Amount(s) in one or more hours exceed(s) the Transmission Rights Holder's rights set out in the applicable Rights Document(s).

6. The Nomination Amount for each hour in the Contract Day must be expressed in whole MW, with a single value, greater than or equal to zero, for each hour.

7. Nomination Amounts of any Transmission Rights shall not be subject to any modification by the Transmission Rights Holder after the Nomination Gate closure.

8. In the absence of a Nomination by a Transmission Rights Holder in a direction, the corresponding Nomination Amounts are assumed to be equal to zero.

9. Each Transmission Rights Holder may authorise a third party to submit Nominations on its behalf and the Nomination Platform shall accept such third party Nominations provided that:

   (a) they are made in accordance with these Access Rules; and

   (b) such third party complies at all times with the requirements identified in Rule 47(a) to (c) and Rule 49 of these Access Rules.

   Any Transmission Rights Holder which authorises a third party to Nominate on its behalf shall procure that the third party complies with these Access Rules in its access of the Nomination Platform.

Rule 52
Nomination timings

1. Transmission Rights Holders shall submit Nomination Amounts in accordance with the Business Rules in Annex 1 of these Access Rules.
2. Under exceptional circumstances Registered Participants will be informed by the Nomination Platform of new timings where these situations arise at the earliest opportunity.
3. Where periodic maintenance of the balancing mechanism is required for Nominations, Registered Participants will be informed by the Nomination Platform of new timings at the earliest opportunity.
4. All timings in these Access Rules are CET/CEST, unless stated otherwise.

Rule 53
Format of nomination and communication

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

- Web form interface;
- Web services communication.

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2. Nominations shall be submitted in the formats specified by the TSO(s) in the Information System Rules relating to the Nomination platform and pursuant to any other technical requirements provided via the Nomination Platform to the Registered Participants.

3. The Nomination Platform will acknowledge receipt of each Nomination to the relevant Registered Participant by a message indicating that the Nomination has been correctly registered.

4. Only Nominations confirmed via the Nomination Platform (or by a TSO pursuant to paragraph 5 below) as correctly registered shall be valid.

5. Notwithstanding paragraph 1 above, in the event of a problem of communication between a Transmission Rights Holder and the Nomination Platform or in the event of technical issues affecting the operation of the Nomination Platform, the Transmission Rights Holder may contact the single point of contact for the Interconnector (as determined by the TSO(s)) to request, in respect of Nominations periods for which Nomination Gate closure has not occurred, the possibility to send applicable Nominations by email.

Rule 54A
Long Term Additional Nomination Information

1. Should the Nomination Platform cancel a Long Term Nomination Gate, the Transmission Rights Holder's corresponding Transmission Rights set out in the Rights Document will be compensated in accordance with Rule 55 of these Access Rules.

2. Default Nominations:

   (a) Default Nominations can be activated by a Transmission Rights Holder. Where a default Nomination is activated, all Nomination Amounts would be automatically generated at the value set out in the Rights Document for each hour of that Contract Day.

   (b) The registered default Nomination is considered as a schedule of Nomination Amounts submitted by a Transmission Rights Holder at the opening of the Nomination Gate. These Nomination Amounts are considered as valid once confirmed as such by the Nomination Platform or by the TSO(s).

   (c) A Transmission Rights Holder may modify the Nomination Amount resulting from the default Nomination within the Nomination Gate in accordance with the normal Nomination process.

   (d) A Transmission Rights Holder may deactivate any or all of its default Nomination on the Nomination Platform at any time. Where such deactivation is received by the Nomination Platform after the opening of the Nomination Gate, any existing valid Nomination Amount resulting from a Default

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Nomination remains unchanged unless or until manually changed prior to the closure of such Nomination Gate.

3. Deemed Metered Volumes are further defined in the Business Rules.

Rule 54B
Day Ahead Additional Nomination Information

1. Should the Nomination Platform cancel a Day Ahead Nomination Gate, the Transmission Rights Holder's corresponding Transmission Rights set out in the Rights Document will be compensated in accordance with the provisions of Rule 67B(2) in CHAPTER 9 of these Access Rules.

2. Default Nominations:

   (a) Default Nominations can be activated by a Transmission Rights Holder. Where a default Nomination is activated, all Nomination Amounts would be automatically generated at the value set out in the Rights Document for each hour of that Contract Day.

   (b) The registered default Nomination is considered as a schedule of Nomination Amounts submitted by a Transmission Rights Holder at the opening of the Nomination Gate. These Nomination Amounts are considered as valid once confirmed as such by the Nomination Platform or by the TSO(s).

   (c) A Transmission Rights Holder may modify the Nomination Amount resulting from the default Nomination within the Nomination Gate in accordance with the normal Nomination process.

   (d) A Transmission Rights Holder may deactivate any or all of its default Nomination on the Nomination Platform at any time. Where such deactivation is received by the Nomination Platform after the opening of the Nomination Gate, any existing valid Nomination Amount resulting from a default Nomination remains unchanged unless or until manually changed prior to the closure of such Nomination Gate.

3. Deemed Metered Volumes are further defined in the Business Rules.

Rule 54C
Intraday Additional Nomination Information

1. Cancellation of a Nomination Gate:

   (a) Should the Nomination Platform cancel a Nomination Gate, the Transmission Rights Holder's corresponding Transmission Rights set out in the Rights Document will be compensated in accordance with the provisions of Rule 67C(2) in CHAPTER 9 of these Access Rules. For the avoidance of doubt, where Transmission Rights can be nominated during several Nomination Gates, such compensation shall only be applicable after the Nomination Gate Closure.

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(b) Notwithstanding the above paragraph (a) of this Rule, where the cancellation of a Nomination Gate is due to a legal time change (e.g. daylight savings time), such change shall be notified to the Registered Participant no less than three (3) days in advance by the Nomination Platform, the Transmission Rights Holder's corresponding Transmission Rights will not be compensated.

2. Default Nominations:

(a) Default Nominations can be activated by a Transmission Rights Holder. Where a default Nomination is activated, all Nomination Amounts would be automatically generated at the value set out in the Rights Document for each hour of that Contract Day.

(b) The registered default Nomination is considered as a schedule of Nomination Amounts submitted by a Transmission Rights Holder at the opening of the Nomination Gate. These Nomination Amounts are considered as valid once confirmed as such by the Nomination Platform or by the TSO(s).

(c) A Transmission Rights Holder may modify the Nomination Amount resulting from the default Nomination within the Nomination Gate in accordance with the normal Nomination process.

(d) A Transmission Rights Holder may deactivate any or all of its default Nomination on the Nomination Platform at any time. Where such deactivation is received by the Nomination Platform after the opening of the Nomination Gate, any existing valid Nomination Amount resulting from a default Nomination remains unchanged unless or until manually changed prior to the closure of such Nomination Gate.

3. Deemed Metered Volumes are further defined in the Business Rules.

Rule 55
Remuneration of Transmission Rights holders for non-nominated Long Term Transmission Rights

1. The Allocation Platform shall remunerate the Transmission Rights Holder for any non-nominated Transmission Rights which are, on a per hour basis, reallocated at the Day Ahead Auction. The remuneration shall be calculated, for each hour, as the difference between the MW value stated in the Rights Document and the final Nomination Amount as accepted by the TSO, multiplied by the Marginal Price of the daily Auction at which that Transmission Right was reallocated.

2. With the exception of Rule 63A.3, where Rules 70 and 71 apply, the Allocation Platform shall compensate the Transmission Rights Holder in accordance with Rule 67A(2) where non-nominated Transmission Rights are not reallocated at the relevant daily Auction whether in the case of the triggering event listed in Rule 63A (other than Rule 63A.3 as referred above) or for any other reasons.

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CHAPTER 8
Fallback Procedures

Rule 56A
General provisions for Long Term Auctions

1. The Allocation Platform shall, to the extent reasonably practicable, organise a fallback procedure in the following cases of failure of a standard process:
   (a) if it is technically not possible to hold an Auction following the process set forth in CHAPTER 4;

   (b) if it is technically not possible to register a return of Transmission Rights following the process as set forth in CHAPTER 5;

   (c) if it is technically not possible to register a notification of transfer of Transmission Rights following the process as set forth in CHAPTER 6; and

   (d) if it is technically not possible to register a notification of an eligible person in following the process as set forth in CHAPTER 7.

2. The Allocation Platform may use one or all of the following fallback procedures:
   (a) introduction of a fallback procedure for data exchange according to Rule 57;

   (b) postponement of the Auction to a later date/time;

   (c) another ad hoc fallback procedure if considered appropriate by the Allocation Platform to overcome any technical obstacles.

3. The Allocation Platform shall, to the extent practicable and without undue delay, inform Registered Participants of possible deviations from the standard processes and the application of a fallback procedure via electronic means as specified by the Allocation Platform on its website and using the Auction Tool.

4. Registered Participants shall immediately inform the Allocation Platform of any observed problems with the use of the Auction Tool and all potential consequences via electronic means as specified by the Allocation Platform on its website. In the event of an urgent problem, which is identified during Working Hours, the Registered Participant shall immediately contact the Allocation Platform by phone at the telephone number indicated on the website of the Allocation Platform.

Rule 56B
General provisions for Day Ahead Auctions

1. The Allocation Platform shall, to the extent reasonably practicable, organise a fallback procedure in case of failure of a standard process if it is technically not possible to hold an Auction following the process set forth in CHAPTER 4;
2. The Allocation Platform may use one or all of the following fallback procedures:

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(a) introduction of a fallback procedure for data exchange according to Rule 57;

(b) postponement of the Auction to a later date/time;

(c) another ad hoc fallback procedure if considered appropriate by the Allocation Platform to overcome any technical obstacles.

3. The Allocation Platform shall, to the extent practicable and without undue delay, inform Registered Participants of possible deviations from the standard processes and the application of a fallback procedure via electronic means as specified by the Allocation Platform on its website and using the Auction Tool.

4. Registered Participants shall immediately inform the Allocation Platform of any observed problems with the use of the Auction Tool and all potential consequences via electronic means as specified by the Allocation Platform on its website. In the event of an urgent problem, which is identified during Working Hours, the Registered Participant shall immediately contact the Allocation Platform by phone at the telephone number indicated on the website of the Allocation Platform.

Rule 57
Fallback procedure for data exchange for Long Term and Day Ahead Auctions

1. In the event of a failure which is attributable to the Allocation Platform of the standard processes for data exchange via the Auction Tool as described in these Access Rules, the Allocation Platform may inform Registered Participants that a fallback procedure for data exchange may be used as follows:

(a) by the applicable deadlines unless otherwise announced by the Allocation Platform, the Registered Participant shall request the Allocation Platform, by electronic means as specified by the Allocation Platform on its website, to enter the relevant data into the Auction Tool by using this fallback procedure for data exchange;

(b) upon request the Registered Participant shall provide to the Allocation Platform in the format specified in the Information System Rules the relevant data to be entered in the Auction Tool;

(c) the Allocation Platform shall enter the submitted data into the Auction Tool;

(d) the Allocation Platform may include in the Information System Rules an identification process for the Registered Participant when the Registered Participant submits the relevant operational or commercial data and requests the Allocation Platform enter this data into the Auction Tool on its behalf by means of the fallback procedure. If the Registered Participant or the person authorised by the Registered Participant for this purpose does not clearly

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identify itself, the Allocation Platform shall not be required to perform the data entry;

(e) the Registered Participant shall provide the Allocation Platform with a telephone number, which can be used in the event of a necessary communication;

(f) once the Allocation Platform has entered the provided data into the Auction Tool on behalf of the Registered Participant, the Allocation Platform shall ~~inform,~~ without undue delay ~~, the Registered Participant~~ by telephone and/or via electronic means as specified by the Allocation Platform on its website inform the Registered Participant of the entry; and

(g) the Allocation Platform shall under no circumstances be held responsible if it fails to reach the Registered Participant through the means of communication above or if it fails to enter the data correctly via the fallback procedure.

2. In the event of the application of the fallback procedure for data exchange, all necessary information which is made available via the Auction Tool during the standard processes may be distributed to the Registered Participants by the Allocation Platform, by electronic means as specified by the Allocation Platform on its website, or where appropriate, published on the website of the Allocation Platform.

Rule 58

Postponement and fallback procedures for Long Term and Day Ahead Auctions

1. The postponement of the Auction shall be the default fallback procedure for Auctions before the Bidding Period has opened. The Allocation Platform may postpone an Auction by notifying Registered Participants of the revised date and/or time of the new Auction.

2. After the Bidding Period has opened, the Allocation Platform shall:
   (a) where reasonably practicable postpone the end of the Bidding Period by notifying Registered Participants about the revised time in the Auction Specification; or

   (b) cancel the initial Auction according to Rule 59 and organise a new Auction for the same Product Period.

3. If the postponement of the Auction is announced after the Bidding Period has opened, the Allocation Platform may extend the closing time of the Auction closure.

4. If the fallback procedure described in paragraph 1 and 2 of this Rule cannot be implemented for the same Product Period, the respective Cross Border Capacities shall be offered in subsequent Capacity Allocation processes.

Kommenterede [AU36]: HAR 2024 Update

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5. The Allocation Platform shall inform all Registered Participants, without undue delay, of the postponement or cancellation by notification to be published in the Auction Tool and/or on the webpage of the Allocation Platform and/or by electronic means as specified by the Allocation Platform on its website.

Rule 59A
Long term and Day Ahead **Auction cancellation**

1. In case the Allocation Platform cancels an Auction, all Bids already submitted, all returns already accepted and any results of the respective Auction shall be deemed null and void.

2. The Allocation Platform shall inform all Registered Participants without undue delay, of the Auction cancellation by notification published in the Auction Tool or on webpage of Allocation Platform and by electronic means as specified by the Allocation Platform on its website.

3. An Auction cancellation may be announced in the following circumstances:

   (a) before the end of the Cecontestation Peperiod, in the event the Allocation Platform faces technical obstacles during the Auction process, including a failure of standard processes and fallback procedures in the event of erroneous results due to incorrect Marginal Price calculation, ~~or~~ incorrect offered capacity values or in the event of incorrect allocation of Transmission Rights to Registered Participants or similar reasons;

   (b) after the end of the Cecontestation Peperiod, in the event of erroneous results due to incorrect Marginal Price calculation, incorrect offered capacity values or incorrect allocation of Transmission Rights to Registered Participants or similar reasons;

   (c) where an unplanned event results in a Capacity Shortage during the Auction delivery period, or reduces capacity such that no capacity is available for allocation above that which has already been allocated, at any point up to the end of the Bidding Period;

   (d) where periodic maintenance of the balancing mechanism requires it; and/or

   (e) prior to the publication of the final Auction Specification, the TSOs reserve the right to cancel any Auction previously scheduled where no Interconnector Capacity is to be made available (irrespective of any already allocated Capacity which otherwise may have been subject to return in accordance with Rules 38 and 39).

4. Capacity is deemed to have been allocated to a Registered Participant from the moment the Registered Participant has been informed of the final Auction results and following closure of the Cecontestation Peperiod. Compensation shall be paid to the Registered Participant in accordance with CHAPTER 9 (Curtailment) of these Access Rules.

Kommenterede [AU37]: HAR 2024 Update

Kommenterede [AU38]: HAR 2024 Update

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5. ~~Where an Auction is cancelled before the contestation period elapses, no compensation shall be paid to the Registered Participants.~~RP Where an Auction is cancelled, no compensation shall be paid to the Registered Participant. In case of a Long-Term Auction cancellation after the Contestation Period elapses, Registered Participant holding Long-Term Transmission Rights that are affected by the cancellation shall receive a refund of the amount originally paid for any Rights with delivery date after the cancellation date, provided that such payment has already been made. For the avoidance of doubt, any Long-Term Transmission Rights with delivery date before the cancellation are not affected by such cancellation.

Kommenterede [AU39]: HAR 2026 Update

6. The Allocation Platform shall publish on its website, without undue delay, the reasons for the Auction cancellation.

Rule 59B

Intraday Auction cancellation

1. In case the Allocation Platform cancels an Auction, all Bids already submitted, and any results of the respective Auction shall be deemed null and void.

2. The Allocation Platform shall inform all Registered Participants without undue delay, of the Auction cancellation by notification published in the Auction Tool or on webpage of Allocation Platform and by electronic means as specified by the Allocation Platform on its website.
3. An Auction cancellation may be announced in the following circumstances:
   (a) in the event the Allocation Platform faces technical obstacles during the Auction process, including a failure of standard processes or similar reasons;

   (b) in the event of erroneous results due to incorrect Marginal Price calculation or incorrect allocation of Transmission Rights to Registered Participants or similar reasons;

   (c) where an unplanned event results in a Capacity Shortage during the Auction delivery period, or reduces capacity such that no capacity is available for allocation above that which has already been allocated, at any point up to the end of the Bidding Period;

   (d) where periodic maintenance of the balancing mechanism requires it.

4. Capacity is deemed to have been allocated to a Registered Participant from the moment the Registered Participant has been informed of the final Auction results. Compensation shall be paid to the Registered Participant in accordance with CHAPTER 9 (Curtailment) of these Access Rules.

5. Where an Auction is cancelled ~~before the final Auction results~~, no compensation shall be paid to the Registered Participants.

6. The Allocation Platform shall publish on its website, without undue delay, the reasons for the Auction cancellation.

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Rule 60
Fallback procedure for return of Long Term Transmission Rights

1. In the event of a failure in the standard process for the registration of the return of Transmission Rights via the Auction Tool as set forth in CHAPTER 5, the Allocation Platform may apply the fallback procedure for data exchange in accordance with Rule 57.

2. The Allocation Platform shall publish information about the possibility of using the fallback procedure for data exchange in due time before the expiration of the deadline for the return of Transmission Rights.

3. In the event the fallback procedure for data exchange cannot be executed as necessary to enable the registration of the return of Transmission Rights, all requests already submitted to return Transmission Rights that cannot be registered in the Auction Tool shall be automatically cancelled.

Rule 61
Fallback procedure for transfer of Long Term Transmission Rights

1. In the event of a failure in the standard process for the registration of the transfer of Transmission Rights organised via the Auction Tool as set forth in CHAPTER 6 the Allocation Platform may apply the fallback procedure for data exchange in accordance with Rule 57.

2. The Allocation Platform shall publish information about the possibility of using the fallback procedure for data exchange in due time before the expiration of the deadline for the transfer of Transmission Rights.

3. In the event the fallback procedure for data exchange cannot be executed as necessary to enable the registration of the transfer of Transmission Rights, all requests already submitted to transfer Transmission Rights which are not confirmed by transferee shall be automatically cancelled.

Rule 62
Fallback procedure for eligible person notification for Long Term and Day Ahead Capacity

1. In the event of a failure in the standard process of eligible person notification to the Allocation Platform via the Auction Tool as set forth in CHAPTER 6, the Allocation Platform may apply the fallback procedure for data exchange in accordance with Rule 57.

2. The Allocation Platform shall publish information regarding the possibility of using the fallback procedure for data exchange in due time before the expiration of the deadline for eligible person notification.

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3. In the event the fallback procedure for data exchange cannot be executed as necessary to enable the registration of the eligible person, the eligible person shall be deemed notified as set forth in Information System Rules and the Allocation Platform shall not be held responsible for the failure of the fallback procedure.

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CHAPTER 9
Curtailment

Rule 63A
Triggering events and consequences of curtailment on Long Term Transmission Rights

1. Transmission Rights, irrespective of the Product Period, may be curtailed in the event of a Capacity Shortage~~, in the event of~~ that has been triggered by an unplanned outage~~,~~ or ~~in the event of~~ Force Majeure, and in each case~~,~~ before the applicable Nomination Gate Closure.

2. With the exception of Rule 63A.3, Transmission Rights can only be curtailed after the relevant Nomination Gate Closure(s) in the event of a Capacity Shortage that is triggered by Force Majeure or emergency situation (in accordance with Applicable Law)~~, such that there is a Capacity Shortage~~.

3. Non-nominated Long Term Transmission Rights may be curtailed after the Long Term Nomination Gate Closure and before publication of the Day Ahead Auction Specification, in the event of an NTC restriction by either of the operators of the British and Danish electricity transmission systems.

4. Each Registered Participant affected by curtailment shall lose its right to transfer, return or nominate for physical use of the concerned Transmission Rights or to receive remuneration based on the UIOSI principle.

Rule 63B
Triggering events and consequences of curtailment on Day Ahead ~~and Intraday~~ Transmission Rights

1. Transmission Rights, irrespective of the Product Period, may be curtailed in the event of a Capacity Shortage, ~~in the event of~~that has been triggered by an unplanned outage, or ~~in the event of~~ Force Majeure and in each case, before the applicable Nomination Gate Closure.

2. Transmission Rights can only be curtailed after the relevant Nomination Gate Closure(s) in the event of a Capacity Shortage that is triggered by Force Majeure or emergency situation (in accordance with Applicable Law)~~, such that there is a Capacity Shortage~~.

3. Each Registered Participant affected by curtailment shall lose its right to nominate for physical use of the concerned Transmission Rights.

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Rule 63C
Triggering events and consequences of curtailment on Intraday Transmission Rights

Kommenterede [AU40]: Change to ID curtailment

1. Transmission Rights, irrespective of the Product Period, may be curtailed in the event of a Capacity Shortage that is triggered by~~, in the event of~~ Force Majeure, before the applicable Nomination Gate Closure.

2. Transmission Rights can only be curtailed after the relevant Nomination Gate Closure(s) in the event of a Capacity Shortage that is triggered by Force Majeure or emergency situation (in accordance with Applicable Law).

3. Each Registered Participant affected by curtailment shall lose its right to nominate for physical use of the concerned Transmission Rights.

Rule 64
Capacity Shortage

1. A Capacity Shortage occurs on the Viking Link interconnector for any hour in a direction if the NTC is less than the aggregate of allocated and nominated capacity, as defined by the following formula:

$$NTC_{dir} < (\Sigma\ Capa_{dir} + \Sigma\ NA_{dir} - \Sigma\ NA_{opp})$$

Where:

a. NTC_{dir} is the ~~lesser of the interconnector capability and the maximum transfer permitted by the onshore TSOs~~lowest value of NTC in the applicable hour in the relevant direction; and

Kommenterede [AU41]: Clarification

b. $\Sigma\ Capa_{dir}$ is the sum of the interconnector Capacity rights across all Registered Participants in that direction for any timescale for which Nomination Gate Closure has not yet occurred, (before curtailment of these rights in respect of the relevant Capacity Shortage); and

c. $\Sigma\ NA_{dir}$ is the sum of the Nomination Amount values across all Registered Participants in that direction for all timescales for which Nomination Gate Closure has occurred, (before curtailment of that Nomination Amount in respect of the relevant Capacity Shortage in accordance with these Access Rules); and

d. $\Sigma\ NA_{opp}$ is the sum of the Nomination Amount values across all Registered Participants in the opposite direction for all timescales, for which

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Nomination Gate Closure has occurred, (before curtailment of that Nomination Amount in respect of the relevant Capacity Shortage in accordance with these Access Rules),

And the "Curtailment Quantity" (CQ) is the positive number calculated as follows:

a. For curtailment of Transmission Rights before Nomination Gate Closure:

(i) where $NTC_{dir} \leq \sum NA_{dir} - \Sigma NA_{opp}$

$CQ = \Sigma Capa_{dir}$

(ii) where $NTC_{dir} > \sum NA_{dir} - \Sigma NA_{opp}$

$CQ = \Sigma Capa_{dir} + \Sigma NA_{dir} - \Sigma NA_{opp} - NTC_{dir}$

b. For Curtailment after Nomination Gate Closure:

$CQ = (\Sigma Capa_{dir} + \Sigma NA_{dir} - \Sigma NA_{opp}) - NTC_{dir}$

Rule 65A
Process and notification of Long Term curtailment

1. In all cases curtailment shall be carried out by the Allocation Platform based on a request by one or more TSO(s) where Transmission Rights have been allocated.

2. The Allocation Platform shall notify the affected holders of Transmission Rights as soon as possible of a curtailment of Transmission Rights via electronic means as specified by the Allocation Platform on its website and on the webpage of the Allocation Platform. The notification shall identify the:

a affected Transmission Rights;

b affected volume in MW per hour for each concerned period;

c triggering events for curtailment as described in Rule 63A;

d estimated duration;

e amount of Transmission Rights that remain after the curtailment; and

f within 24 hours of the curtailment event, where applicable, the security limits that are expected to be violated in the absence of curtailment and the reason for why alternative measures are not sufficient to avoid the violation of security limits.

3. For each affected Registered Participant, remaining Transmission Rights which have not been curtailed shall be rounded down to the nearest MW. The same rounding applies for the curtailment of both nominated and non-nominated Transmission Rights.

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4. In cases of curtailment, any transfer of Long Term Transmission Rights to be curtailed, which is not yet accepted by the transferee, shall be automatically cancelled and the transferor shall remain the holder of the Long Term Transmission Rights. If the transfer has already been notified to the Allocation Platform and accepted by the transferee, the compensation for curtailed Long Term Transmission Rights shall be paid to the transferee.

5. The Allocation Platform shall cancel all notifications for return of Long Term Transmission Rights that have been accepted for a subsequent Long Term Auction for which curtailment is necessary and for which the final Auction Specifications have not yet been published. By this cancellation, the Long Term Transmission Rights are given back to the Transmission Right Holders that have requested the return. If the final Auction Specification has already been published the return shall not be cancelled.

Rule 65B
Process and notification of Day Ahead and Intraday curtailment

1. In all cases curtailment shall be carried out by the Allocation Platform based on a request by one or more TSO(s) where Transmission Rights have been allocated.

2. The Allocation Platform shall notify the affected holders of Transmission Rights as soon as possible of a curtailment of Transmission Rights via electronic means as specified by the Allocation Platform on its website and on the webpage of the Allocation Platform. The notification shall identify the:

a affected Transmission Rights;

b affected volume in MW per hour for each concerned period;

c triggering events for curtailment as described in Rules 63B and 63C;

d estimated duration;

e amount of Transmission Rights that remain after the curtailment; and

f within 24 hours of the curtailment event, where applicable, the security limits that are expected to be violated in the absence of curtailment and the reason for why alternative measures are not sufficient to avoid the violation of security limits.

3. For each affected Registered Participant, remaining Transmission Rights which have not been curtailed shall be rounded down to the nearest MW. The same rounding applies for the curtailment of both nominated and non-nominated Transmission Rights.

Rule 66
Curtailment of Transmission Rights before the Nomination Gate Closure

Til arbejdsbrug/Restricted

1. In the event of either an unplanned outage such that there is a Capacity Shortage, or an event of Force Majeure before the relevant Nomination Gate Closure for the affected Transmission Rights, such Transmission Rights of all Registered Participants may be curtailed by the Allocation Platform. For the avoidance of doubt, only one timescale (whether that be Long Term, Day Ahead or Intraday) would be identified for curtailment.

2. Further to paragraph 1, the affected Transmission Rights, the amount as identified via the Curtailment Quantity calculation, shall be curtailed pro rata, for all Registered Participants.

3. In the event of curtailment between the Rights Documents publication and Nomination Gate Closure, Nominations already submitted will be capped in line with the revised Rights Document.

Rule 67A
Compensation for curtailment of Long Term Transmission Rights before the Nomination Gate Closure

1. In cases of curtailment due to an unplanned outage or Force Majeure, such that there is a Capacity Shortage before the Nomination Gate Closure, the compensation for each affected hour and each Registered Participant shall be calculated in accordance with the below paragraphs.

2. For Long Term Transmission Rights, each holder of curtailed Transmission Rights shall be entitled to receive compensation per hour equal to:

(a) the weighted average of Marginal Prices of all Long Term Auctions from where its Long Term Transmission Rights originated; multiplied by;

(b) the ~~volume~~ amount in MW per hour corresponding to the difference between the Transmission Rights held by the Registered Participant before and after the curtailment.

Kommenterede [AU42]: HAR 2024 Update

Rule 67B
Compensation for curtailment of Day Ahead Transmission Rights before the Nomination Gate Closure

1. In cases of curtailment due to an unplanned outage or Force Majeure, such that there is a Capacity Shortage before the Nomination Gate Closure, the compensation for each affected hour and each Registered Participant shall be calculated in accordance with the below paragraphs.

Til arbejdsbrug/Restricted

2. For Day Ahead Transmission Rights, each holder of curtailed Transmission Rights shall be entitled to receive compensation per hour equal to:

(a) the Marginal Price of the corresponding auction; multiplied by;

(b) the ~~volume~~ amount in MW per hour corresponding to the difference between the Transmission Rights held by the Registered Participant before and after the curtailment.

Kommenterede [AU43]: HAR 2024 Update

Rule 67C

Compensation for curtailment of Intraday Transmission Rights before the Nomination Gate Closure

1. In cases of curtailment due to ~~an unplanned outage or~~ Force Majeure, such that there is a Capacity Shortage before the Nomination Gate Closure, the compensation for each affected hour and each Registered Participant shall be calculated in accordance with the below paragraphs.

2. For Intraday Transmission Rights, each holder of curtailed Transmission Rights shall be entitled to receive compensation per hour equal to:

(a) the Marginal Price of the corresponding auction; multiplied by;

(b) the ~~volume~~ amount in MW per hour corresponding to the difference between the Transmission Rights held by the Registered Participant before and after the curtailment.

Kommenterede [AU44]: HAR 2024 Update

Rule 68

Curtailment of Transmission Rights/Nominations after the Nomination Gate Closure

1. If curtailment is required after the Nomination Gate Closure due to Force Majeure or emergency situation, such that there is a Capacity Shortage, the amount of nominated Transmission Rights identified via the Curtailment Quantity calculation, for the Interconnector, for which Nomination Gate Closure has occurred, are curtailed on a pro-rata basis for all relevant Registered Participants. When calculating each Registered Participant's share of the Curtailment Quantity, netting of its Nominations across the two directions is applied.

2. In the event of curtailment after Nomination Gate Closure, Transmission Rights shall be curtailed on a pro rata basis between nominated and non-nominated rights and on a pro rata basis for all Registered Participants.

Til arbejdsbrug/Restricted

Rule 69A
Compensation for curtailment of Long Term Transmission Rights/Nominations after the Nomination Gate Closure

1. Holders of curtailed nominated Transmission Rights under Rule 68 shall be entitled to receive compensation in accordance with the below paragraphs.

2. For Long Term Transmission Rights, each holder of curtailed nominated Transmission Rights shall be entitled to receive compensation per hour equal to:

(a) the weighted average of Marginal Prices of all Long Term Auctions from where its Long Term Transmission Rights originated; multiplied by;

(b) the ~~volume~~ amount in MW per hour corresponding to the difference between the Transmission Rights held by the Registered Participant before and after the curtailment.

Kommenterede [AU45]: HAR 2024 Update

Rule 69B
Compensation for curtailment of Day Ahead Transmission Rights/Nominations after the Nomination Gate Closure

1. Holders of curtailed nominated Transmission Rights under Rule 68 shall be entitled to receive compensation in accordance with the below paragraphs.

2. For Day Ahead Transmission Rights, each holder of curtailed nominated Transmission Rights shall be entitled to receive compensation per hour equal to:

(a) the Marginal Price of the corresponding auction; multiplied by;

(b) the ~~volume~~ amount in MW per hour corresponding to the difference between the Transmission Rights held by the Registered Participant before and after the curtailment.

Kommenterede [AU46]: HAR 2024 Update

Rule 69C
Compensation for curtailment of Intraday Transmission Rights/Nominations after the Nomination Gate Closure

1. Holders of curtailed nominated Transmission Rights under Rule 68 shall be entitled to receive compensation in accordance with the below paragraphs.

2. For Intraday Transmission Rights, each holder of curtailed nominated Transmission Rights shall be entitled to receive compensation per hour equal to:

(a) the Marginal Price of the corresponding auction; multiplied by;

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(b) the ~~volume~~ amount in MW per hour corresponding to the difference between the Transmission Rights held by the Registered Participant before and after the curtailment.

Kommenterede [AU47]: HAR 2024 Update

Rule 70
Curtailment of non-nominated Long Term Transmission Rights after the Nomination Gate Closure due to an NTC restriction

1. If curtailment is required due to an NTC restriction, such that there is a Capacity Shortage, the non-nominated Transmission Rights for the Interconnector, for which Nomination Gate Closure has occurred, are curtailed on a pro-rata basis for all relevant Registered Participants.

Rule 71
Compensation for curtailment of non-nominated Long Term Transmission Rights after the Nomination Gate Closure due to an NTC restriction

1. Holders of curtailed non-nominated Long Term Transmission Rights under Rule 70 shall be entitled to receive compensation for the corresponding curtailed non-nominated Transmission Rights, as follows:

a the Marginal Price of the Day Ahead Auction (if available), or where the Day Ahead Auction is not available;

Kommenterede [AU48]: Stays the same now. Not looking to move to Market Spread (for now)

b the weighted average of Marginal Prices of all Long Term Auctions from where its Long Term non-nominated Transmission Rights originated; multiplied by;

c the ~~volume~~ amount in MW per hour corresponding to the difference between the non-nominated Transmission Rights held by the Registered Participant before and after the curtailment.

Kommenterede [AU49]: HAR 2024 Update

Rule 72
Compensation Cap

1. A cap shall be applied to the compensations calculated by the Interconnector according to this CHAPTER 9. The cap shall be determined as the total amount of Congestion Income collected by the Interconnector in the relevant calendar month, deducting all remunerations paid according to Rule 40 and Rule 55, as applicable for the considered month. The total amount of Congestion Income in one month is defined as the sum of a twelfth of the revenues raised at yearly Auction and the revenues generated by the monthly Auction and congestion income from other timeframes which occurred during this month.

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$$Cap\ for\ compensation\ for\ network\ security\ in\ case\ of\ Direct\ Current\ interconnectors$$
$$= \left(\frac{Yearly\ income}{12} + \frac{Seasonal\ income}{6} + \frac{Quarterly\ income}{3}\right.$$
$$\left. + Any\ other\ long\ term\ income + Daily\ income + Intraday\ income\right)$$
$$- (UIOSI + Remuneration\ of\ FTRs + Return$$
$$+ Compensation\ for\ curtailment\ for\ emergency\ situation$$
$$+ Compensation\ for\ curtailment\ for\ force\ majeure)$$

2. If, before application of the relevant cap described in paragraph 1 above, the total calculated compensations of curtailed Transmission Rights exceed the relevant cap, the compensations of curtailed Transmission Rights shall be reduced on a pro rata basis. This will be based on the proportion of uncapped compensation of allocated Transmission Rights due to each Registered Participant in the relevant month. The compensations due to each Registered Participant will be calculated as follows:

[(Uncapped compensations of curtailed Transmission Rights due to Registered Participant)/(Total uncapped compensations of curtailed Transmission Rights due to all Registered Participants)] x (Relevant Cap as described in paragraph 1 of this Rule)]

CHAPTER 10
Invoicing and Payment

Rule 73
General principles

1. A Registered Participant shall pay the amounts due as calculated in accordance with Rules 74A and 74B for all Transmission Rights allocated to it. This obligation shall be fulfilled irrespective of any return or transfer or curtailment of all or some of the Transmission Rights in accordance with these Access Rules.

2. The Registered Participant may upon the basis of payment use the Cross Border Capacity connected with the allocated Transmission Rights as described in these Access Rules only. Any right for physical use of the transmission system in the case of Transmission Rights may be subject to separate agreements (as described in Rule 16) between the Registered Participant and the concerned TSOs.

3. All financial information, prices and amounts due shall be expressed and paid in Euros (€), except if deviations are required by Applicable Law or regulations.

4. The payment shall be settled on the date upon which the given amount is credited to the account of the beneficiary. Any interest for late payment shall be considered as settled on the date when the payment was credited from the account of the payer.

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5. The Allocation Platform shall consider taxes and levies at the rate and to the extent applicable when assessing payment obligations and issuing invoices under these Access Rules subject to Rule 75.

6. The Registered Participant shall provide the Allocation Platform with relevant information for justifying whether or not respective taxes and levies are applicable when signing the Allocation Platform Participation Agreement as well as any changes in this respect without undue delay. Therefore, the Registered Participant agrees to inform the Allocation Platform of any local, intra-community or extra-community taxes and levies which are in line with the legislation of the Registered Participant's country of establishment.

Rule 74A
Calculation of due amounts for Long Term Transmission Rights

1. Registered Participants shall pay for each of the Transmission Rights allocated to them in a particular Auction, and for each individual hour of the Product, an amount equal to:

(a) the Marginal Price (per MW); multiplied by

(b) the ~~number~~ sum of such Transmission Rights in MW incorporating any Reduction Period where relevant in accordance with Rule 34A(6).

2. For invoices of Long Term Transmission, the Allocation Platform shall calculate the due payments in monthly instalments when the Cross Border Capacity product has a duration of more than a month. Monthly instalments shall be equal for each month and determined by dividing the amount due as set forth in paragraph 1 of this Rule by the duration of the Cross Border Capacity products expressed in months. The last instalment shall in addition include the balance due to the rounding down applied in the other monthly instalments. If the first payment date of the Cross Border Capacity product with a duration of more than one (1) month occurs after the start of the Product Period, then the first payment shall include two (2) monthly instalments.

3. The amount due plus any applicable taxes and levies, duties or other charges subject to Rule 75, shall be rounded to two decimal places.

Rule 74B
Calculation of due amounts for Day Ahead and Intraday Transmission Rights

1. Registered Participants shall pay for each of the Transmission Rights allocated to them in a particular Auction, and for each individual hour of the Product, an amount equal to:

(a) the Marginal Price (Euros (€) /MWh~~(per MW)~~); multiplied by

(b) the ~~number~~ amount of such Transmission Rights in MW

Kommenterede [AU50]: HAR 2024 Update

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2. Transmission rights will be invoiced on a monthly basis. The Allocation Platform shall calculate the due amount to be paid retroactively for the preceding month.

3. The amount due plus any applicable taxes and levies, duties or other charges subject to Rule 75, shall be rounded to two decimal places.

Rule 75
Tax Gross-up

1. Each Registered Participant must settle all payments under these Access Rules without any tax deduction, unless a tax deduction is required by law.

2. If a tax deduction is required by law to be made by a Registered Participant, the amount of the payment due from the Registered Participant to the Allocation Platform will be increased to an amount which (after making the tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required.

3. Paragraph 2 of this Rule does not apply in relation to any tax assessed on the Allocation Platform on any payment received in connection with these Access Rules under the laws of the jurisdiction in which the Allocation Platform is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Allocation Platform is treated as resident for tax purposes or has or is deemed for tax purposes to have a permanent establishment or a fixed place of business to which any payment under these Access Rules is attributable. Paragraph 2 of this Rule does not apply to value added tax as provided for under Applicable Law and/or any other applicable national legislation as amended from time to time and any other tax of a similar nature.

Rule 76
General invoicing and payment conditions

1. The Allocation Platform shall issue invoices on a monthly basis for payments for all Transmission Rights acquired, and no later than the tenth (10^{th}) Working Day of each month (M).

2. The Allocation Platform shall send the invoice via electronic means as specified by the Allocation Platform on its website to the Registered Participant at the email address of the financial contact person submitted in accordance with Rule 86, or the Allocation Platform shall make the invoice available to the Registered Participant via the Auction Tool. The date of issuance of the invoice shall be the date on which the invoice is sent by electronic means as specified by the Allocation Platform on its website if this is done during Working Hours or the next Working Day is sent after Working Hours.

3. The Allocation Platform will send via electronic means as specified by the Allocation Platform on its website (or by any other means as indicated from time to time by the Allocation Platform) to the Registered Participant an invoice and credit note stating:

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(a) any amounts payable or credits due to the Registered Participant by the Allocation Platform under CHAPTER 9 (Curtailment);

(b) any taxes payable by the Registered Participant or the Allocation Platform in respect of amounts in the invoice;

(c) the total amounts payable by the Registered Participant to the Allocation Platform under that invoice (or receivable by the Registered Participant from the Allocation Platform under that credit note); and

(d) any other information required to be included in the invoice under English or Danish law.

4. In the case of curtailment of Transmission Rights, the invoices shall take into account any payments to be credited to the Registered Participant. The payments to be credited to the Registered Participant shall:

(a) be settled through the self-billing mechanism, which shall allow the Allocation Platform to issue invoices in the name and on behalf of the Registered Participant; and

(b) be notified through the same invoice as the one used for payments of the Registered Participant as set forth in paragraph 2 of this Rule

5. If the balance of the payments as set forth in paragraph 3 of this Rule results in a net payment from the Registered Participant to the Allocation Platform, the Registered Participant shall settle this balance within five (5) Working Days after the date of issuance of the invoice.

~~6. Payments by the Registered Participant under this Rule shall be collected as follows:~~

6. ~~based on the standard procedure, the Allocation Platform shall collect the payment~~ Payments by the Registered Participant under this Rule shall be collected automatically from the dedicated Business Account of the Registered Participant on the respective due date of the invoice~~.; or~~

~~(b) alternatively, the Registered Participant shall ensure payment through a non-automated transaction from the bank account as announced during the accession process in accordance with Rule 8 paragraph 1(gh) by the registered participant to the account of the Allocation Platform specified on the invoice by indicating the invoice reference.~~

~~The alternative procedure set out in sub-paragraph (b) may only be used upon request of the Registered Participant and with the consent of the Allocation Platform. The Registered Participant may request the Allocation Platform to use the alternative procedure via electronic means as specified by the Allocation Platform on its website at least two (2) Working Days before the date of issuing of the next invoice under paragraph 2 of this Rule. Once the alternative procedure is~~

Kommenterede [AU51]: HAR update incorporated into ARs

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~~agreed, it shall be deemed to be valid until otherwise agreed between the Registered Participant and the Allocation Platform~~

Kommenterede [AU52]: HAR 2026 Update

7. If the balance of the payments as set forth in paragraph 3 and 5 of this Rule results in a net payment from the Allocation Platform to the Registered Participant, the Allocation Platform shall pay this balance within seven (7) Working Days after the date of issuance of the invoice to the bank account maintained with a credit institution as announced during the accession process in accordance with Rule 8 paragraph 1(g) & (h)~~(ghg)~~ by the Registered Participant who is entitled to the payments at the due date.

Kommenterede [AU53]: HAR 2024 Update

8. Upon the collection of the payment as set forth in paragraph 7 of this Rule, the Allocation Platform shall update the Credit Limit accordingly.

9. Erroneous invoices shall be corrected and settled as follows:

(a) In case of an erroneous invoice resulting in an additional payment by~~of~~ the Allocation Platform or the Registered Participant the Allocation Platform shall correct the invoice and any due amount shall be settled as soon as possible and at the latest within thirty (30) Working Days they have been notified to the Registered Participant or the Allocation Platform.

(b) In case of an erroneous invoice based on erroneous information provided by third parties, the Allocation Platform shall, correct the amount and settle the amount to the Registered Participant as soon as possible and at the latest within given ninety (90) Working Days, from the date the Registered Participant informed the Allocation Platform of the erroneous information.

(c) In case the error in the invoice occurred due to technical constraint and if the resolution of technical constraint requires the Allocation Platform to update the Auction Tool, the Allocation Platform shall resolve the technical constraint, correct the invoice and settle the amount to the Registered Participant as soon as possible and at the latest within one hundred eighty (180) Working Days.

Kommenterede [AU54]: HAR 2024 Update

10. Bank fees of the payer's bank shall be covered by the payer. Bank fees of the receiving bank shall be covered by the beneficiary. Bank fees of any intermediary bank shall be covered by the Registered Participant.

11. The Registered Participant shall not be entitled to offset any amount, or withhold any debts arising in connection with obligations resulting from an Auction, against any claims towards the Allocation Platform, whether or not arising out of an Auction. Nevertheless, the right to offset and the right to withhold are not excluded in case the Registered Participant's claim against Allocation Platform is established by a legally binding judgement or is uncontested.

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Rule 77
Long Term invoicing and payment conditions

1. Payments shall be settled before the start of the Product Period if the Auction timeline allows so. If the Cross Border Capacity product has a duration of more than one (1) month, each monthly instalment shall be settled before the start of each respective month if the Auction timeline allows so. If the settlement of an amount due for allocated Transmission Rights is not possible before the start of the Product Period then the payment will be settled at the next fixed invoice date.

2. In relation to Long Term Transmission Rights, the Allocation Platform will send via electronic means as specified by the Allocation Platform on its website (or by any other means as indicated from time to time by the Allocation Platform) to the Registered Participant an invoice and credit note stating:

   (a) the monthly instalments payable by the Registered Participant in respect of the portion related to month M+1 of Transmission Rights, the Product Period of which is equal or greater than one month, and the allocation of which will have taken place before the third (3rd) Working Day of month M; the monthly instalments payable by the Registered Participant in respect of the portion related to month M of Transmission Rights, the Product Period of which is equal to or greater than one month, and the allocation of which will have taken place after or on the third (3rd) Working Day of month M-1;

   (b) the amount payable by the Registered Participant in respect of Transmission Rights, the Product Period of which is less than one (1) month and starts in month M-1; the monthly instalments payable by the Allocation Platform to the Registered Participant in respect of the portion related to month M+1 of Transmission Rights reallocated in Auctions, the Product Period of which is equal or greater than one month, and the allocation of which will have taken place before the 3rd Working Day of month M;

   (c) the monthly instalments payable by the Allocation Platform to the Registered Participant in respect of the portion related to month M of Transmission Rights reallocated in Auctions, the Product Period of which is equal to or greater than one month, and the reallocation of which will have taken place after or on the third (3rd) Working Day of month M-1;

   (d) the amount payable by the Allocation Platform in respect of the Transmission Rights returned for reallocation in Auctions in accordance with CHAPTER 5 (Return of Transmission Rights), the Product Period of which is less than one (1) month and starts M-1

   (e) the amount payable by the Allocation Platform in respect of non-nominated Transmission Rights;

   (f) where practicable, the notification of the portion related to month M-1 of the Transmission Rights subject to transfer in accordance with CHAPTER 6 (Transfer of Transmission Rights) by or to the Registered Participant;

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3. Where an invoice issued by the Allocation Platform does not contain full background data for the derivation of invoice summary amounts, then the Registered Participant may consult the Auction Tool to obtain such background data.

4. The invoice may include other payment obligations of the Registered Participant under any set of rules applicable to Capacity Allocation (this may include, but is not limited to, Day Ahead, Intraday and the Fallback Procedures methodology).

Rule 78

Payment disputes

1. A Registered Participant may dispute the amount of an invoice, including any amounts to be credited to the Registered Participant. In this case, the Registered Participant shall notify the nature of the dispute and the amount in dispute to the Allocation Platform as soon as practicable and in any event within fifteen (15) Working Days after the date of issuance of the invoice or credit note by registered mail and electronic means as specified by the Allocation Platform on its website. Beyond this period, the invoice shall be deemed to have been accepted by the Registered Participant.

2. If the Registered Participant and the Allocation Platform are unable to resolve the difference within ~~ten~~ fifteen (15~~0~~) Working days after the notification, the procedure for the dispute resolution in accordance with Rule 82 shall apply.

Kommenterede [AU55]: HAR 2026 Update

3. A dispute shall in no way relieve the Party from the obligation to pay the amounts due as set forth in Rules 76 and 77.

4. If it is agreed or determined based upon the dispute resolution procedure as set forth in Rule 82 that an amount paid or received by the Registered Participant was not properly payable, the following process shall apply:

(a) the Allocation Platform shall refund any amount including interest to be calculated according Rule 73(4) to the Registered Participant in case that the amount paid by the Registered Participant as set forth in Rules 76 and 77 was higher or the amount paid by the Allocation Platform was lower than the due amount. The Allocation Platform shall make the payment to the bank account maintained with a credit institution indicated by the Registered Participant for this reimbursement in accordance with Rule 8 paragraph 1(g) & (h) provided the Allocation Platform has received the amount due from the relevant TSOs if applicable.

Kommenterede [AU56]: HAR 2024 Update

(b) the Registered Participant shall pay any amount including interest to be calculated according to Rule 73(4) to the Allocation Platform in case that the amount paid by the Registered Party as set forth in Rules 76 and 77 was lower or the amount paid by the Allocation Platform was higher than the due amount. The Registered Participant shall make the payment in accordance with the procedure set forth in Rules 76 and 77. Upon such payment the Allocation

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Platform shall update the Credit Limit of the Registered Participant as set forth in Rule 76(8).

5. The interest paid in case of a payment in accordance with paragraph 4 of this Rule shall be applied from the first (1st) day following the date on which the payment was due up to the date on which the disputed amount was refunded and it shall apply also to all taxes and levies required by law.

Rule 79

Late payment and payment incident

1. In case the Registered Participant has not fully paid an invoice by the due date specified on the invoice, the Allocation Platform shall notify the Registered Participant that a payment incident will be registered if the amount including applicable interest due is not received within three (3) Working Days upon sending of the notification. In case of no payment within the deadline, the Allocation Platform shall notify the Registered Participant that the payment incident was registered.

2. Immediately after registration of the payment incident the Allocation Platform may call on the collaterals in accordance with Rule 25. After a recurring payment incident, the Allocation Platform may require from the Registered Participant to change its Bank Guarantee collateral to a cash deposit collateral as outlined in Rule 23.6 above.

Kommenterede [AU57]: HAR 2024 Update

Kommenterede [AU58]: HAR 2024 Update

3. The Allocation Platform may suspend or terminate the Allocation Platform Participation Agreement in case of registered payment incident in accordance with Rule 83 and Rule 84.

4. In case of late payment or refund, the Parties shall pay interest on the due amount ~~due~~ including taxes and levies as from the first (1st) day following the date on which the payment was due until the date on which the payment is settled~~done~~. The interest shall be equal to the highest amount of:

Kommenterede [AU59]: HAR 2024 Update

(a) a flat rate of one hundred (100) €; or

(b) eight (8) percentage points per annum above the reference interest rate as officially published by the national authorities of the country in which the Allocation Platform is located and rounded up to the nearest half percentage point.

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CHAPTER 11
Miscellaneous

Rule 80
Duration and amendment of the Access Rules

1. These Access Rules are of indefinite duration and are subject to amendment in accordance with this Rule. These Access Rules and any amendments thereof shall be consulted upon subject to paragraph 7 of this Rule, proposed by the relevant TSOs and enter into force in accordance with the applicable national regulatory regimes. The Allocation Platform shall publish the amended Access Rules and send an amendment notice to Registered Participants.

2. Subject to paragraph 7 of this Rule, an amendment shall enter into force at the date and time specified in the amendment notice but no less than twenty eight (28) calendar days after the amendment notice is sent to Registered Participants by the Allocation Platform.

3. Each amendment shall apply to all aspects of these Access Rules, including but not limited to all Auctions and Nominations conducted after the date on which the amendment takes effect.

4. Unless expressly stated otherwise by the Allocation Platform the amended Access Rules shall govern all rights and obligations in connection with these Access Rules including those acquired before the date of amendment but with the delivery date after the amendment takes effect.

5. Any amendment of these Access Rules shall apply automatically to the Allocation Platform Participation Agreement in force between the Allocation Platform and the Registered Participant, and where relevant, to the Nomination Participation Agreement in force with between the TSOs and Registered Participant, without the need for the Registered Participant to sign a new Allocation Platform Participation Agreement and/or new Nomination Participation Agreement but without prejudice to the Registered Participant's right to request the termination of its Allocation Platform Participation Agreement and/or new Nomination Participation Agreement in accordance with Rule 84(1). By participating in the Auction after the Registered Participant was informed about the changes and/or adaptations of these Access Rules and after these changes and/or adaptations of the Access Rules entered into force, it is deemed that the Registered Participant has accepted the changed, i.e., the valid and effective version of the Access Rules.

6. These Access Rules shall be reviewed annually by the TSOs involving the Registered Participants and in conjunction with the Allocation Platform. In case the TSOs consider the amendment of these Access Rules as a result of this review, the procedure described in this Rule shall apply.

7. These Access Rules are subject to the legislation prevailing at the time at which they take effect. In the event that there is a change in legislation or any action by

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competent authorities at national level which have an effect on these Access Rules then, notwithstanding any other provision of these Access Rules, the Access Rules shall be amended accordingly and pursuant to this Rule.

8. Registered Participants may request in writing amendments to these Access Rules and the Allocation Platform shall consider such requested amendments as appropriate. In this event the Allocation Platform shall, within five (5) Business Days, confirm receipt of the proposed amendment and provide timescales for consideration of the proposal.

Rule 81
Liability

1. Where relevant, the Allocation Platform, each TSO, Registered Participants are solely and individually responsible for the fulfilment of any obligation they undertake or are subject to and which arises from or is in connection with the Access Rules, the Allocation Platform Participation Agreement and/or the Nomination Participation Agreement.

2. Subject to any other provisions of these Access Rules the Allocation Platform and each TSO shall only be liable for damages caused by:

(a) fraud, gross negligence or wilful misconduct;

(b) death or personal injury arising from its negligence or that of its employees, agents or subcontractors.

3. In derogation to paragraph 2(a) of this Rule, liability for indirect, consequential damages including, but not limited to, loss of profit, loss of opportunity, loss of chance, trading losses is excluded in all cases.

4. For the avoidance of doubt, the Allocation Platform shall not be liable for damages suffered by Registered Participants as a result of technical problems unless such act or omission is a result of fraud, gross negligence or wilful misconduct. The Allocation Platform shall have tested the computer systems and other technical equipment in their responsibility sufficiently before putting them into operation and shall be responsible for their adequate maintenance.

Kommenterede [AU60]: HAR 2024 Update

~~3.~~5. A Registered Participant shall indemnify and keep indemnified the Allocation Platform, each TSO and its officers, employees and agents from and against any and all loss or liability (including legal costs) related to a direct damage that it has caused, which any of them may suffer or incur by reason of any claim by any third party on account of any and all direct loss ~~(whether direct or indirect)~~ suffered by the claimant or any of the claimant's officers, agents, subcontractors or employees in connection with these Access Rules and the Transmission Rights Holder's use of the Nomination Platform (including any use by a third party authorised by such Transmission Rights Holder pursuant to Rule 51(9)). Liability of Registered Participants for indirect, consequential damages is excluded in all cases.

Kommenterede [AU61]: HAR 2024 Update

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4.6. Where relevant, the Allocation Platform, each TSO, each Registered Participant acknowledges and agrees that it holds the benefit of paragraph 3 of this Rule for itself and as trustee and agent for its officers, employees and agents.

5.7. The Registered Participant shall be solely responsible for its participation in Auctions or Nominations including but not limited to the following cases:

(a) the timely submission of Nominations by the Transmission Rights Holder;

(b) the timely arrival of Bids and transfer and return notifications by the Registered Participant;

(c) technical failure of the information system on the side of the Registered Participant or Transmission Rights Holder preventing the communication via the channels foreseen in accordance with these Access Rules.

6.8. In case of remuneration in accordance with Rule 55 or curtailment compensation due to an unplanned outage, Force Majeure or emergency situation in accordance with Rules 67A, 67B and 67C, Rules 69A, 69B and 69C and Rule 71, Registered Participants shall not be entitled to other compensation than the compensation described in these Access Rules.

7.9. Transmission Rights Holders shall not be entitled to compensation for breach of the Access Rules other than the remuneration described in Rule 55 and for damages relating to those causes set out in paragraph 2 above.

8.10. The Registered Participant shall be liable with respect to any sanctions, penalties, or charges that may be imposed by financial authorities on the Allocation Platform or the applicable TSO for incorrect tax treatment due to wrong or incomplete information provided by the Registered Participant.

9.11. This Rule survives the termination of the Registered Participant's Allocation Platform Participation Agreement and/or Nomination Participation Agreement.

Rule 82
Dispute resolution

1. Without prejudice to paragraphs 6 and 8 of this Rule, where there is a dispute the Allocation Platform, the TSO(s) and the Registered Participant shall first seek amicable settlement through mutual consultation pursuant to paragraph 2. For this purpose, the Party raising the dispute shall send a notification to the other party indicating:

(a) the existence of an Allocation Platform Participation Agreement and/or Nomination Participation Agreement between the Parties;

(b) the reason for the dispute; and

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(c) a proposal for a future meeting, physical or not, with a view to settle the dispute amicably.

2. The Parties shall meet within twenty (20) Working Days after the matter has been referred to them and seek to resolve the dispute. If no agreement is reached or no response received within a period of thirty (30) Working Days from the date of the aforementioned notification, either Party may refer the matter to the senior management of the Parties to resolve the dispute pursuant to paragraph 3.

3. Where relevant, the senior representative of each of the Allocation Platform, TSO(s) and the Registered Participant with authority to resolve the dispute shall meet within twenty (20) Working Days of a request to meet and seek to resolve the dispute. If the representatives are unable to resolve the dispute within twenty (20) Working Days of the meeting or such longer time as may be agreed then the dispute shall be determined by arbitration in accordance with paragraph 4.

4. Where a dispute is to be referred to arbitration under paragraph 3, either the Allocation Platform, TSO(s), or the Registered Participant may give notice to the other stating the nature of the dispute and referring the dispute to arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC). The arbitration shall be conducted before one (1) arbitrator to be nominated upon agreement of the Parties unless a Party requests the appointment of three (3) arbitrators. In case of one (1) arbitrator, the Parties shall agree on the nomination of the arbitrator within two (2) months after the notice was given by the Party referring the dispute to arbitration. If no agreement can be found, the arbitrator shall be appointed by the ICC Court. In case of three (3) arbitrators the claimant shall nominate one (1) arbitrator and the respondent shall nominate one (1) arbitrator. The arbitrators nominated by each Party shall then nominate the chairman of the arbitral tribunal within three (3) Working Days from the confirmation of the appointment of the second arbitrator by the respondent. If the arbitrators nominated by each party cannot agree on the appointment of the chairman, the chairman shall be appointed by the ICC Court. The arbitration shall either:

(a) take place in the location of the Allocation Platform unless otherwise defined in the Allocation Platform Participation Agreement and in accordance with the governing law of these Access Rules while the language of the arbitration proceedings shall be English.

(b) take place in the location of one of the TSOs premises unless otherwise defined in the Nomination Participation Agreement and in accordance with English law and the language of the arbitration proceedings shall be English.

5. The emergency arbitrator provisions according to the Rules of Arbitration of the Chamber of Commerce shall not apply but the interim or injunctive relief measures under the governing law shall apply. Arbitration awards shall be final and binding on the Allocation Platform, TSO(s) and the relevant Registered Participant as from the date that they are made. The Allocation Platform, TSO(s) and the Registered Participant shall carry out any award of an arbitration relating to any dispute without

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delay and each waive their right to any form of appeal or recourse to a court of law or other judicial authority, in so far as such waiver may validly be made.

6. Notwithstanding paragraphs 3 and 4 of this Rule, the Parties may jointly agree to apply court proceedings instead of arbitration to settle a dispute ~~arisen~~ arising in connection with these Access Rules.

Kommenterede [AU62]: HAR 2026 Update

7. In cases of late payment and notwithstanding Rule 79 and paragraphs 1 to 4 of this Rule, a Party may bring court proceedings against the other Party for any amount due under or in connection with these Access Rules and unpaid for more than twenty (20) Working Days after the date the amounts were due.

8. The Parties agree that proceedings referred to in paragraph 6 or paragraph 7 may be brought in any competent court to hear such claim. The Registered Participant irrevocably waives any objection which it may have now or hereafter regarding the venue of such proceedings in any competent court and any claim that any such proceedings have been brought in an inconvenient forum.

9. Notwithstanding any reference to amicable settlement, expert resolution or arbitration under this Rule, the Allocation Platform, TSO(s) and the Registered Participant shall continue to perform their respective obligations under these Access Rules and the Registered Participant's Allocation Platform Participation Agreement and/or Nomination Participation Agreement.

10. This Rule survives the termination of the Registered Participant's Allocation Platform Participation Agreement and/or Nomination Participation Agreement, as the case may be.

Rule 83
Suspension of the Allocation Platform Participation Agreement and/or Nomination Participation Agreement

1. Where relevant, the Allocation Platform or TSO(s) may by notice to the Registered Participant suspend the Registered Participant's rights in connection with these Access Rules with immediate effect if the Registered Participant commits a major breach of an obligation in connection with these Access Rules as follows:

(a) if a Registered Participant fails to pay any amount properly due and owing to the Allocation Platform pursuant to Rule 79;

(b) if a Registered Participant fails to provide and maintain collaterals in accordance with Rule 24;

(c) any breach which may have a significant financial impact to the Allocation Platform;

(d) the Allocation Platform or TSO(s) have reasonable grounds to believe that the Registered Participant no longer satisfies one or more of any other

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conditions to participate in Auctions according to these Access Rules unless termination applies according to Rule 84;

(e) if the Registered Participant does not meet the legal requirements imposed by Article 9(1) of Regulation (EU) 1227/2011;

~~(d)~~(f) if the Registered Participant is an Affiliate of another Registered Participant which has been suspended under these Access Rules; or

~~(e)~~(g) the Allocation Platform or TSO(S) may by notice to the Registered Participant suspend the Registered Participant's rights in connection with these Access Rules with immediate effect if the Registered Participant is under economic, financial and/or trade sanctions.

2. In any case of a minor breach in relation to these Access Rules such as but not limited to the failure of the Registered Participant to notify a change in the submitted information in accordance with Rule 8, the Allocation Platform may by notice to the Registered Participant inform the Registered Participant's that its rights in connection with these Access Rules may be suspended unless the Registered Participant remedies the suspension event in the time period specified in the notice. The suspension shall take effect when the period specified for remedy has elapsed without that such remedy has taken place.

3. After the suspension takes effect in accordance with paragraphs 1 and 2 of this Rule, the following applies:

(a) In cases of suspension in accordance with Rule 83 paragraph (1)(a) to (f), the suspended Registered Participant may no longer participate in an Auction or in the transfer or return of Transmission Rights and unless the payment of the Transmission Right is fully settled or fully secured by collaterals by the suspended Registered Participant, or if sanctions are not lifted, the suspended Registered Participant shall not be entitled to use Transmission Rights according to CHAPTER 7.

(b) in cases of suspension in accordance with Rule 83 paragraph (1)(g), the suspended Registered Participant may no longer participate in an Auction or in the transfer or return of Long-Term Transmission Rights. The suspended Registered Participant shall not be entitled to use (nominate or get remunerated) Long-term Transmission Rights according to CHAPTER 7 and/or receive reimbursement or compensation according to CHAPTER 8 and CHAPTER 9.

For the avoidance of doubt, the Transmission Rights which the Registered Participant is prohibited from using as a result of such suspension may be offered by the Allocation Platform in subsequent Auctions and the Allocation Platform shall not remunerate those Transmission Rights in accordance with Rule 55 or any of CHAPTER 9.

~~3.~~4. The Allocation Platform may withdraw a notice under paragraphs 1 or 2 of this Rule at any time. Having given a notice under paragraphs 1 or 2 of this Rule, the

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Allocation Platform may give a further or other notice at any time in respect of the same or a different suspension event.

~~4.~~5. Once the Registered Participant has fulfilled or remedied the suspension event as notified to it in the notice sent by the Allocation Platform, or if sanctions have been lifted, the Allocation Platform shall reinstate as soon as reasonably practicable the Registered Participant's rights in relation to use of its allocated Transmission Rights and its ability to participate in Auctions and/or the transfer and return of Transmission Rights by written notice to the Registered Participant. As from the date of effect of the reinstatement, the Transmission Rights allocated prior to the suspension and which remain unused and were not reallocated in subsequent Auctions under paragraph 2 of this Rule may be nominated and the Registered Participant may participate in Auctions and/or the transfer and return of Transmission Rights and is entitled to receive remuneration for Transmission Rights in accordance with Rule 55.

~~5.~~6. If the Allocation Platform gives a notice to a Registered Participant under paragraph 1 or 2 of this Rule, such notice of suspension does not relieve the Registered Participant from its payment obligations under CHAPTER 10, including its payment obligations in relation to the Transmission Rights for which the Registered Participant loses the right of use pursuant to paragraph 2.

~~6.~~7. In the event of a suspension in accordance with this Rule 83 paragraph 1(e), the Registered Participant is entitled to receive all or part of the amount paid of the original product. The Allocation Platform shall perform the return of the amount paid for the original product following the approval of the transfer by the Allocation Platform's banking partner(s).

Kommenterede [AU66]: HAR 2026 Update

Rule 84
Termination of the Allocation Platform Participation Agreement and/or Nomination Participation Agreement

1. A Registered Participant may at any time request the Allocation Platform to terminate the Allocation Platform Participation Agreement to which the Registered Participant is a Party. The termination shall take effect after thirty (30) Working Days upon receipt of the termination request by the Allocation Platform and if all outstanding payment obligations are settled, which for the avoidance of doubt shall include any and all remaining instalments for the entire product period of long-term transmission rights with a product period of one (1) or more months.~~.~~

Kommenterede [AU67]: HAR 2024 Update

2. A Registered Participant may terminate the Allocation Platform Participation Agreement and/or Nomination Participation Agreement to which the Registered Participant is a Party for good cause when the Allocation Platform or TSO(s) have committed a major breach of an obligation connected with these Access Rules or the Allocation Platform Participation Agreement or Nomination Participation Agreement in the following cases:

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(a) where the Allocation Platform repeatedly fails to pay any amount properly due and owing to the Registered Participant with a significant financial impact;

(b) where there is a significant breach of the confidentiality obligations in accordance with Rule 87.

3. The Registered Participant shall send a notice to the Allocation Platform stating the reason for termination and giving the Allocation Platform twenty (20) Working Days to remedy the breach. Unless the Allocation Platform remedies the breach within the abovementioned deadline, the termination shall take effect immediately upon expiration of such deadline. A Transmission Rights Holder whose Allocation Platform Participation Agreement is terminated under this paragraph is under no obligation to pay remaining instalments for the Transmission Rights' and is entitled to a refund to the extent that any instalment includes an amount in respect of use after the date of termination, to be calculated pro-rata from the date termination takes effect.

4. If any of the termination events in paragraph 5 occurs in relation to a Registered Participant, the Allocation Platform may by notice to the Registered Participant terminate the Allocation Platform Participation Agreement, including the Registered Participant's rights connected with these Access Rules. A termination under this paragraph takes effect from the time of the notice or any later time specified in it. The Registered Participant may not at a later stage enter into the Allocation Platform Participation Agreement with the Allocation Platform ~~until~~ as long as the circumstances of termination continue to exist or it is not sufficiently guaranteed that the breach may not occur again.

Kommenterede [AU68]: HAR 2026 Update

5. The termination events referred to in paragraph 4 shall be the following:

(a) if the rights of the Registered Participant are suspended for longer than thirty (30) Working Days;

(b) if a Registered Participant does not qualify for the participation in the Auction as set forth in Rule 9;

~~(b)~~(c) if a Registered Participant received three single payment incident notifications within the same calendar year from the Allocation Platform ~~with respect to the Interconnector~~, as described in Rule 79 paragraph (1) of these Access Rules;

Kommenterede [AU69]: HAR 2024 Update

~~(c)~~(d) if a Registered Participant repeatedly breaches these Access Rules or the Allocation Platform Participation Agreement, whether or not the breach is capable of remedy;

~~(d)~~(e) if a competent authority (i) determines that the Registered Participant has committed a misuse or fraudulent act and (ii) requests the Allocation Platform to terminate the Allocation Platform Participation Agreement to which such Registered Participant is a Party or (iii) agrees that the Allocation Platform has reasonable grounds to believe that the Registered Participant has

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committed a misuse or fraudulent act in participating in Auctions and transfer/return of Transmission Rights; ~~or~~

(f) if the Registered Participant has taken any action which may lead to the damaging or reduction in effectiveness of the Auction Tool (it being understood that such an action is deemed to happen in case of any behaviour that can be assimilated to an attack on the information system such as, but not limited to, deny of service, spam, virus, brute forcing, Trojan horse attack

(g) if the Registered Participant is an Affiliate of a Registered Participant suspended under these Access Rules;

(h) If the Allocation Platform's banking partner(s) refuse to put at disposal of the Registered Participant a dedicated business account (or withdraw the same having previously provided it); or

~~(e)~~(i) If the Registered Participant has been inactive in the business relationship with the Allocation Platform for more than fifteen (15) months. For the sake of clarity, the Allocation Platform shall have notified the Registered Participant ahead of the upcoming termination. ~~.~~

Kommenterede [AU70]: HAR 2026 Update

Kommenterede [AU71]: HAR 2024 Update

6. After the termination takes effect in accordance with paragraphs 1 to 3 of this Rule and from that time, the Registered Participant may no longer participate in an Auction or in the transfer or return of Transmission Rights it has acquired. CHAPTERS 5, 6 and 7 shall not apply to such acquired Transmission Rights. For the avoidance of doubt, the Transmission Rights, which the Registered Participant is prohibited from using as a result of termination, may be offered by the Allocation Platform in subsequent Auctions and the Allocation Platform shall not return the remuneration for Transmission Rights in accordance with Rule 55.

7. Termination of an Allocation Platform Participation Agreement or Nomination Participation Agreement does not affect any rights and obligations under or in connection with the Allocation Platform Participation Agreement, Nomination Participation Agreement and these Access Rules which arose prior to that termination unless otherwise specified in this Rule. Accordingly, any Registered Participant whose Allocation Platform Participation Agreement and/or Nomination Participation Agreement is terminated will remain liable, subject to and in accordance with these Access Rules, in respect of all such rights and liabilities. This paragraph shall apply without prejudice to other remedies available to the Allocation Platform under these Access Rules.

Rule 85
Force Majeure

1. The Allocation Platform, TSO(s) or a Registered Participant, which invokes Force Majeure, shall promptly send to the other Party a notification describing the nature of Force Majeure and its probable duration and shall continue to furnish reports with respect thereto with reasonable frequency during the period of Force

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Majeure. The Party invoking the Force Majeure shall make every possible effort to limit the consequences of the Force Majeure.

2. The affected obligations, duties and rights of a Party subject to Force Majeure shall be suspended from the beginning of Force Majeure, with the exception of the confidentiality provisions in accordance with Rule 87.

3. Suspension under paragraph 2 is subject to the following:

(a) suspension will be of no greater scope and of no longer duration than is required by the Force Majeure;

(b) the suspension applies only for so long as the Party invoking to Force Majeure is using reasonable efforts to remedy their inability to perform.

4. The consequences of a Force Majeure event, which is not subject to any discussion or litigation between (where relevant) the Allocation Platform, TSO(s) and the Registered Participant, are:

(a) the Party invoking Force Majeure cannot be held responsible to pay compensation for any damage suffered, due to the non-performance or partial performance of all or any of its obligations during the Force Majeure and when such non-performance or partial performance is due directly to Force Majeure;

(b) the acquired Transmission Rights which have been entirely paid and become subject to Force Majeure are reimbursed for the duration of the Force Majeure in accordance with any applicable legislation and these Access Rules; and

(c) where the Transmission Rights' Holder is the party claiming the Force Majeure event, the Allocation Platform may, for its own benefit, reallocate the holder's Transmission Rights to the subsequent Auctions and for the duration of the Force Majeure event.

5. If the Force Majeure continues for a period longer than six (6) months, the Allocation Platform, TSO(s) or each Registered Participant may, by notice to the other given at any time while the Force Majeure continues beyond that period, unilaterally terminate the Allocation Platform Participation Agreement and/or Nomination Participation Agreement (as applicable). The termination shall take effect ten (10) Working Days after the notice is given or any later date specified in the notice. A Transmission Rights Holder whose Allocation Platform Participation Agreement and/or Nomination Participation Agreement is terminated under this paragraph is under no obligation to pay remaining instalments for the Transmission Rights' and is entitled to a refund to the extent that any instalment includes an amount in respect of use after the date of termination, to be calculated pro-rata from the date termination takes effect.

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6. For avoidance of doubt this Rule is without prejudice to the provisions of CHAPTER 9 regarding the curtailment of Transmission Rights.

Rule 86
Notices

1. Any notice or other communication to be given under or in connection with these Access Rules shall be in English.

2. Unless otherwise expressly provided in these Access Rules, all notices or other communications shall be in writing and shall be sent by electronic means as specified by the Allocation Platform on its website and marked for the attention of the other Party's representative as set out in the Allocation Platform Participation Agreement and/or Nomination Participation Agreement or as notified by the Registered Participant from time to time in accordance with Rule 8.

3. All notices or other communications shall be given by letter delivered by hand against receipt or sent by registered mail or courier in the following cases:

(a) the conclusion of the Allocation Platform Participation Agreement and/or Nomination Agreement;

(b) the suspension and termination according to Rule 83 and Rule 84; and

(c) the submission of the Bank Guarantee, in the event the Bank Guarantee includes handwritten signature(s), in accordance with Rule 20 paragraph 4.

4. All notices or other communications shall be deemed to have been received:

(a) in the case of delivery by hand, when delivered against receipt; or

(b) in the case of recorded delivery prepaid post, on the day following the recorded day of delivery; or

(c) in case of email, when delivered to the other Party but only if an acknowledgement of receipt is requested and obtained by the Party sending the email; or

(d) in the case of sent by electronic means as specified by the Allocation Platform on its website, when delivered to the other party but only if an acknowledgement of receipt is requested and obtained by the Party sending the electronic means as specified by the Allocation Platform on its website.

5. If a notice or other communication has been received outside normal Working Hours on a Working Day), it is deemed to have been received at the opening of business on the next Working Day.

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Rule 87
Confidentiality

1. The Allocation Platform Participation Agreement, Nomination Participation Agreement and any other information exchanged relating to its preparation and the application of a Registered Participant shall be considered as confidential.

2. Subject to paragraph 3 of this Rule, the Allocation Platform, each TSO and each Registered Participant who is a recipient of confidential information in relation to these Access Rules shall preserve the confidentiality of such information and shall not directly or indirectly reveal, report, publish, disclose, transfer or use any item of the confidential information otherwise than for the purpose for which it was disclosed.

3. Notwithstanding paragraph 2 of this Rule, the Allocation Platform, each TSO or a Registered Participant may disclose confidential information of a disclosing Party to a third party with the other Party's prior consent expressed in writing and subject to the condition that the receiving Party has given assurance that such third party is bound by equivalent confidentiality obligations as set out in these Access Rules directly enforceable by the other Party.

4. Notwithstanding paragraph 2 of this Rule the Allocation Platform, each TSO or a Registered Participant may disclose confidential information of a disclosing Party:

(a) to the extent expressly permitted or contemplated by the Access Rules;

(b) to any person who is one of the directors, officers, employees, agents, advisers or insurers of the recipient and who needs to know the confidential information in connection with these Access Rules;

(c) as far as required in order to comply with applicable national legislation or any other relevant domestic administrative acts such as grid codes;

(d) as far as required by a court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the recipient is a Party;

(e) as may be required by the relevant TSOs for the proper fulfilment of their obligations in accordance with applicable laws and these Access Rules by themselves or through agents or advisers; or

(f) as far as required in order to obtain clearances or consents from a competent authority.

5. Moreover, the obligations arising from this Rule shall not apply:

(a) if the Party which receives the information can prove that at the time of disclosure, such information was already publicly available;

(b) if the receiving Party provides proof that, since the time of disclosure, the said information has been legally received from a third party or has become publicly available;

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(c) to confidential information communicated, in accordance with the legal and regulatory provisions, in an incorporated form from which no item of information specific to a Registered Participant can be deduced;

(d) to information whose publication is explicitly provided for by the present Access Rules.

6. The obligations of confidentiality in this Rule shall remain valid for a period of five (5) years after termination of the Registered Participant's Allocation Platform Participation Agreement and/or Nomination Participation Agreement.

7. The signature of an Allocation Platform Participation Agreement and/or Nomination Participation Agreement and the exchange of confidential information do not confer any rights to patents, knowledge or any other form of intellectual property concerning information or tools made available or sent by one Party to the other under the terms of these Access Rules.

Rule 88

Assignment and subcontracting

1. The Allocation Platform may assign, novate or otherwise transfer any of its rights or obligations under an Allocation Platform Participation Agreement or these Access Rules to another Allocation Platform. The Allocation Platform shall notify the Registered Participants of the change by ~~sending an~~ electronic means as specified by the Allocation Platform on its website with acknowledgment of receipt as soon as possible and in any event at least ten (10) Working Days before the date on which the change takes effect.

Kommenterede [AU72]: HAR 2024 Update

2. Each TSO may assign, novate or otherwise transfer any of its rights or obligations under a Nomination Participation Agreement or these Access Rules to another party. The TSO shall notify the affected Transmission Rights Holder of the change by sending an email with acknowledgment of receipt as soon as possible and in any event at least ten (10) Working Days before the date on which the change takes effect.

3. A Registered Participant may not assign, novate or otherwise transfer any of its rights or obligations under its Allocation Platform Participation Agreement, these Access Rules and/or Nomination Participation Agreement without the prior written consent of the Allocation Platform or the TSO(s) (where relevant).

4. Nothing in this Rule shall prevent an Allocation Platform or Registered Participant from entering into a subcontracting agreement in relation to these Access Rules. Entry into a subcontracting agreement by a Registered Participant does not relieve the Registered Participant of any obligation or liability under its Allocation Platform Participation Agreement, Nomination Participation Agreement or these Access Rules.

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Rule 89
Governing Law

These Access Rules shall be governed by and construed in all respects in accordance with the law of the location of the registered office of the Allocation Platform unless otherwise specified in the Allocation Platform Participation Agreement. For the avoidance of doubt, for the purposes of the Nomination Participation Agreement entered into between the Registered Participant and TSO(s), these Access Rules shall be governed by English law.

Rule 90
Language

The applicable language for these Access Rules shall be English. For the avoidance of doubt, where TSOs need to translate these Access Rules into their national language, in the event of inconsistencies between the English version published by the Allocation Platform and any version in another language, the English version published by the Allocation Platform shall prevail.

Rule 91
Intellectual property

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

Rule 92
Relationship of the Parties

1. The relationship of the Allocation Platform and the Registered Participant is that of service provider and service user respectively. Except as expressly provided in these Access Rules, nothing contained or implied in these Access Rules constitutes or is deemed to constitute the Allocation Platform or a Registered Participant, the partner, agent or legal representative of the other for any purpose whatsoever, including transfer of Transmission Rights, or create or be deemed to create any partnership, agency or trust between the Parties.

2. The Registered Participant acknowledges that neither the Allocation Platform nor any person acting on behalf of or associated with the Allocation Platform makes any representation, gives any advice or gives any warranty or undertaking of any kind in respect of these Access Rules, the Allocation Platform Participation Agreement, Nomination Participation Agreement or the disclosed information or otherwise in relation to, or in connection, with these Access Rules, the Allocation Platform Participation Agreement, the Nomination Participation Agreement and the disclosed information or any transaction or arrangement contemplated by these Access Rules, the Allocation Platform Participation Agreement, the Nomination Participation Agreement and the disclosed information, except as specifically provided in these Access Rules or the Allocation Platform or Nomination Participation Agreements.

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Rule 93
No third party rights

The Allocation Platform, TSO(s) and each Registered Participant acknowledge and agree that a person who is not a party to the Allocation Platform Participation Agreement or Nomination Participation Agreement between them, including any other Registered Participant, has no rights to enforce these Access Rules or the Allocation Platform Participation Agreement or Nomination Participation Agreement as between the Allocation Platform, TSO(s) and that Registered Participant.

Rule 94
Waiver

1. No omission to exercise or delay in exercising any right, power or remedy provided by law or under these Access Rules shall impair or constitute a waiver of such or any other right, power or remedy. No single or partial exercise of any such right, power or remedy precludes or impairs any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under these Access Rules.

2. Any waiver of any right, power or remedy under these Access Rules must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver is effective only in the instance and only for the purpose for which it is given.

Rule 95
Entire agreement

These Access Rules, the Allocation Platform Participation Agreement and Nomination Participation Agreement contain or expressly refer to the entire agreement between the Allocation Platform, each TSO and each Registered Participant with respect to the subject matter hereof and expressly exclude any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the Allocation Platform, TSO(s) and each Registered Participant with respect thereto. The Allocation Platform, each TSO and each Registered Participant acknowledge and confirm that none of them accede to these Access Rules or the Allocation Platform Participation Agreement or Nomination Participation Agreement in reliance on any representation, warranty or other undertaking (other than where made fraudulently) not fully reflected in the terms of these Access Rules, Allocation Platform Participation Agreement or Nomination Participation Agreement.

Rule 96
Remedies exclusive

The rights and remedies provided by these Access Rules and the Allocation Platform Participation Agreement to the Allocation Platform and each Registered Participant and Nomination Participation Agreement to each Transmission Rights Holder are exclusive and not cumulative and, to the extent permissible by law, shall exclude and

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

Rule 97
Severability

If any provision of these Access Rules , Allocation Platform Participation Agreement or Nomination Participation Agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or pursuant to arbitration or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of these Access Rules, the Allocation Platform Participation Agreement or Nomination Participation Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality. Any invalid, illegal, void and/or unenforceable part(s) or provision(s) shall be replaced by valid, legal and/or enforceable part(s) or provision(s) in order to achieve the intended economic and legal effect.

Annex 1
Business Rules for Interconnectors

Intraday Business Process

1. The below tables* sets out the timings for Intraday Auctions where Transmission Rights Holders can submit Intraday Nominations Amounts of Intraday Units for the Interconnector. All timings for Intraday Auctions are CET/CEST, unless stated otherwise:

~~1.~~ *Table A applies until further notice is issued on the website of the TSOs and by email to Registered Participants that it is superseded by Table B. Registered Participants shall

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be provided no less than 5 working days' notice of the change. Should it become known during the 5 working day notice period that further time is required to implement the change, a new date will be communicated

Kommenterede [AU73]: Wording introduced for change in ID Nomination Gate closure timings (Table A to Table B)

Table A:

Operational hours (CET/CEST)	Auction	Intraday Bidding Window Open	Intraday Bidding Window Close	Relevant Nomination Gate Open	Relevant Nomination Gate Close
00:00-08:00	ID Auction 1	18:00 D-1	18:30 D-1	19:55 D -1	22:45 D -1
01:00-08:00				22:55 D -1	23: 45 D -1
02:00-08:00				23:55 D -1	00: 45 D
03:00-08:00				00:55 D	01:45 D
04:00-08:00				01:55 D	02:45 D
05:00-08:00				02:55 D	03:45 D
06:00-08:00				03:55 D	04:45 D
07:00-08:00				04:55 D	05:45 D
08:00-16:00	ID Auction 2	05:00 D	05:30 D	05:55 D	06:45 D
09:00-16:00				06:55 D	07:45 D
10:00-16:00				07:55 D	08:45 D
11:00-16:00				08:55 D	09:45 D
12:00-16:00				09:55 D	10:50 D
13:00-16:00				10:55 D	11:45 D
14:00-16:00				11:55 D	12:45 D

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15:00-16:00				12:55 D	13:45 D
16:00-20:00	ID Auction 3	13:00 D	13:30 D	13:55 D	14:45 D
17:00-20:00				14:55 D	15:45 D
18:00-20:00				15:55 D	16:45 D
19:00-20:00				16:55 D	17:45 D
20:00-24:00	ID Auction 4	17:00 D	17:30 D	17:55 D	18:45 D
21:00-24:00				18:55 D	19:45 D
22:00-24:00				19:55 D	20:45 D
23:00-24:00				20:55 D	21:45 D

Table B:

Operational hours (CET/CEST)	Auction	Intraday Bidding Window Open	Intraday Bidding Window Close	Relevant Nomination Gate Open	Relevant Nomination Gate Close
00:00-08:00	ID Auction 1	18:00 D-1	18:30 D-1	19:55 D -1	22:5045 D -1
01:00-08:00				22:55 D -1	23:5045 D -1
02:00-08:00				23:55 D -1	00:5045 D
03:00-08:00				00:55 D	01:5045 D
04:00-08:00				01:55 D	02:5045 D
05:00-08:00				02:55 D	03:5045 D
06:00-08:00				03:55 D	04:5045 D

Kommenterede [AU74]: ID Nom Gate Closure times changed to hh:50

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07:00-08:00				04:55 D	05:50~~45~~ D
08:00-16:00	ID Auction 2	05:00 D	05:30 D	05:55 D	06:50~~45~~ D
09:00-16:00				06:55 D	07:50~~45~~ D
10:00-16:00				07:55 D	08:50~~45~~ D
11:00-16:00				08:55 D	09:50~~45~~ D
12:00-16:00				09:55 D	10:50~~45~~ D
13:00-16:00				10:55 D	11:50~~45~~ D
14:00-16:00				11:55 D	12:50~~45~~ D
15:00-16:00				12:55 D	13:50~~45~~ D
16:00-20:00	ID Auction 3	13:00 D	13:30 D	13:55 D	14:50~~45~~ D
17:00-20:00				14:55 D	15:50~~45~~ D
18:00-20:00				15:55 D	16:50~~45~~ D
19:00-20:00				16:55 D	17:50~~45~~ D
20:00-24:00	ID Auction 4	17:00 D	17:30 D	17:55 D	18:50~~45~~ D
21:00-24:00				18:55 D	19:50~~45~~ D
22:00-24:00				19:55 D	20:50~~45~~ D
23:00-24:00				20:55 D	21:50~~45~~ D

Day Ahead Business Process

1. The below table sets out the timings for Day Ahead Auctions, where Transmission Rights Holders can submit Day Ahead Nomination Amounts of Transmission Rights for the Interconnector, in accordance with these Access Rules:

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Long Term Nomination Gate Close	Day Ahead Bidding Window Open	Day Ahead Bidding Window Close	Day Ahead Auction results*	Day Ahead Nomination Gate Open	Day Ahead Nomination Gate Close
09:00 D-1	09:20 D-1	09:50 D-1	09:55 D-1	10:30 D-1	13:30 D-1

*Results are provisional, with a contestation period of 90 minutes.

Long Term Business Process

1. Long Term Auctions will be conducted by the Allocation Platform via the processes set out in CHAPTER 4 (Auctions) of these Access Rules.

2. Transmission Rights Holders shall submit Long Term Nomination Amounts of Long Term Units for the Contract Day D, from opening of the gate for Long Term Nomination Amounts at 16:30 on the day D-2 until Long Term Nomination Gate Closure at 09:00 on day D-1, in accordance with these Access Rules (or at any other time specified in advance by the Allocation Platform).

Deemed Metered Volume Allocation in the GB

1. **Introduction**
When a Transmission Rights Holder submits a valid Nomination Amount, then the Nomination Platform will ensure that a corresponding Deemed Metered Volume, adjusted for losses on the Interconnector and for any reductions in Nomination Amounts as a result of curtailment, is allocated to the relevant Transmission Rights Holders using the Deemed Metered Volume allocation rules set out in this Annex. Definition of Deemed Metered Volume is set out in Rule 2.

Kommenterede [AU75]: Clarification

2. **Losses**
The physical flow on the Interconnector is subject to losses. The Nomination Platform will apply a Loss Factor ("LF") to calculate each Transmission Rights Holder's share of the losses in accordance with paragraph 3 of this Annex.

The Loss Factor to be applied is published on the TSO(s) websites. If there is a requirement to change the LF at any time, then Transmission Rights Holders shall be notified at least five (5) working days before the change is to take effect.
When calculating the Loss Factor, the sending end is used as the reference point.

Kommenterede [AU76]: Clarification

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

   a. for a BM Unit in the direction from Denmark to England:
   BMUMV = (1-LF) * DMV*1000; and

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

BMUMV = DMV*1000

Imbalance calculation in the Danish end

For the purpose of imbalance settlement regarding nominated capacity in the Danish end, market participants will have to follow the rules set out in the "Nordic Imbalance Settlement Handbook"[3] chapter 6 by eSett. The process for bilateral trade reporting is described in the handbook section 5.4.1.2 and implies that both RNP and registered participants will send information on nominations to eSett. Imbalances will be an aggregated value in the Danish end (DK1) at BRP level and settled as a part of the BRP's total imbalance in DK1. All values should be as measured as metered in the Danish end.

[3] https://www.esett.com/app/uploads/2022/05/NBS-Handbook-v3.4.pdf

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