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## **General Terms and Conditions of the Balance**

### **Group Coordinator**

for the Eastern Distribution Area

**(“GTC BGC”)**

V 5.0

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# 1 General principles

## 1.1 Matters regulated

- 1) These General Terms and Conditions of the Balance Group Coordinator (“GTC BGC”) regulate the rights and duties of the balance group coordinator (“BGC”) and its contractual partners (collectively referred to hereinafter as the “Contractual Parties”) in a fully functioning liberalised natural gas market. They govern the sequence of call-off of the control energy bids on the merit order list, balancing energy pricing, and the calculation and billing of balancing energy under sections 85 et seq. *Bundesgesetz, mit dem Neuregelungen auf dem Gebiet der Erdgaswirtschaft erlassen werden* [Federal Act Providing New Rules for the Natural Gas Sector] (*Gaswirtschaftsgesetz 2011-GWG 2011* [Natural Gas Act 2011]), BGBl. [Federal Law Gazette] 107/2011, as well as the implementing orders enacted by the Energie-Control Austria (“E-Control”) Executive Board creating arrangements for the gas market model.
- 2) The BGC’s contractual partners are, in particular, the balance group representatives (“BGRs”), the system operators (“SOs”), the balancing energy suppliers, the biogas plant operators, the distribution area manager (“DAM”), the market area manager (“MAM”), and the operator of the virtual trading point and the gas exchange. The legal relationships between the Contractual Parties are also subject to the *Sonstige Marktregeln* [Other Market Rules], enacted by E-Control in consultation with market participants to regulate the electricity and natural gas industries, as amended (section 22(1) *Energie-Control-Gesetz – E-ControlG* [E-Control Act]), as well as the *Gas-Marktmodell-Verordnung* [Gas Market Model Order] as amended.
- 3) In addition, the following annexes are integral parts of the contracts between the BGC and its contractual partners:
  - **Annex on balancing energy management**
  - **Annex on clearing and settlement, and invoicing**
  - **Annex on credit checks**
  - **Annex on risk management and collateral**
- 4) Any services over and above those that the BGC is obliged to provide under section 87 Natural Gas Act shall be separately agreed.
- 5) Balance group representatives shall take appropriate action to ensure that gas injections and withdrawals attributed to their balance groups within a given balancing period match. Balance group representatives are responsible to the BGC for the accounting imbalances in their balance groups where these are cleared and settled by the BGC and for the accounting imbalances in their consumer balance groups within the distribution area.

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## 1.2 Recourse to third-party services

- 1) The BGC may have limited recourse to third-party services to fulfil certain areas of its responsibilities insofar as this is permitted by the licensing notice of the Ministry of Economy, Family and Youth. The BGC is liable for the actions of third parties in accordance with section 1313a *ABGB* [Civil Code], and its liability is neither limited nor transferred by recourse to third parties.
- 2) The areas of the BGC's responsibilities that may be outsourced include:
  - the development and maintenance of the IT systems required by the BGC to fulfil its responsibilities, and in particular of the balancing energy clearing and settlement system and pricing module, as well as hardware and database maintenance including assessment of the contractual partners' compliance with the system requirements established by these GTC BGC;
  - the financial settlement of balancing energy, including credit checks, and the furnishing, management and realisation of collateral, as well as billing, dunning and collection.

## 1.3 Data

### 1.3.1 Data management

Unique identification codes for the BGC's contractual partners ("Contractual Partners") are used to manage data.

### 1.3.2 Provision of data

- 1) The Contractual Partners are obliged to provide the BGC with the data it requires to fulfil its responsibilities.
- 2) The form and content of the data to be exchanged, the security standards they are to comply with, and the manner in which they are to be transmitted shall conform to the Other Market Rules.

### 1.3.3 Data transmission

- 1) The Contractual Partners and the BGC shall immediately check whether data has been correctly received. Where such data reception checks are not automated they shall be performed during normal office hours. The BGC shall provide the Contractual Partners with access to the data received by it. The Contractual Partners shall notify the BGC of transmission errors and the transmission of erroneous data, and shall correct such data.
- 2) If the BGC becomes aware of errors or inconsistencies in the data in the course of plausibility checks it shall notify the Contractual Partners thereof. All liability to the Contractual Partners on the part of the BGC arising from such notifications or from failure to make them, or from the contents of such notifications, is excluded.

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#### 1.3.4 Correctness and storage of data

- 1) Contractual Partners are responsible for the correctness of the data compiled and transmitted by them. They shall verify that the data sent by them to the BGC's system is correct and has been correctly transmitted. The BGC shall provide the Contractual Partners with access to the data received by it. In the event that there are reasonable doubts as to the correctness of the data, the BGC may request reasonable proof – in terms of its form and scope – of such correctness. The Contractual Partners shall bear reasonable data validation costs if the doubts prove to be well founded; otherwise the BGC shall do so.
- 2) The Contractual Partners shall store the data transmitted by them in an immediately accessible form for two years, and archive it for an additional year, and shall retransmit it on request.

#### 1.3.5 Action in the event of technical malfunctions

- 1) In the event of a technical error each Contractual Party shall notify the other party immediately, and shall take all commercially reasonable steps to restore due contractual performance.
- 2) The Contractual Parties are entitled to suspend the transmission and reception of data in order to perform necessary work on the IT system used to fulfil their responsibilities. Where such work is foreseeable the Contractual Parties shall notify each other of it in a timely manner, and no less than 48 hours before its commencement.
- 3) Data that is not transmitted due to errors and interruptions in operations shall immediately be transmitted as soon as such errors and interruptions are over.

#### 1.3.6 Data protection and maintenance of confidentiality by the balance group coordinator

- 1) The BGC may only use the data needed by it to fulfil its responsibilities in conformity with the applicable statutory regulations, and transmit data to other BGCs, DAMs, MAMs, BGRs, SOs, biogas plant operators, and operators of virtual trading points (VTPs) and gas exchanges that require such data to fulfil their statutory duties.
- 2) The BGC shall treat business and operational secrets of its Contractual Partners becoming known to it in connection with its activities in confidence.
- 3) The BGC shall require its employees, contractors and agents to sign undertakings to adhere to their duty to maintain data secrecy and confidentiality.

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### 1.3.7 Access to data

- 1) Every Contractual Partner whose data is managed by the BGC on its system is entitled to view data relating to it electronically, via a password-protected internet connection.
- 2) Every market participant is entitled to inspect the bid curve for the past 16 months electronically at any time.

## 1.4 Principles of billing

- 1) Payments related to the clearing and settlement of balancing energy and the clearing fee are due within 3 (three) banking days of the invoice date, and shall be remitted in full, without deductions, electronically. The Contractual Partners shall grant the BGC direct debit mandates. Direct debit arrangements with banks with which Contractual Partners maintain accounts may only be refused on reasonable grounds.
- 2) In the event of arrears, default interest in an amount of the base interest rate (section 1(1) 1. *Euro-JuBeG* [1st euro Supplementary Legislation Act]) plus 4 (four) percentage points p.a., and in the case of transactions between businesses the base rate (section 352 *UGB* [Austrian Business Code]) plus 8 (eight) percentage points p.a., shall be charged.
  - 3) The **Annex on clearing and settlement, and invoicing** contains detailed provisions on billing.

## 1.5 Fee arrangements

- 1) Services provided by the BGC in fulfilment of the responsibilities set out in section 87 Natural Gas Act are compensated by the graduated clearing fee determined by E-Control in accordance with section 89 Natural Gas Act.
- 2) If a Contractual Partner is temporarily unable to provide data in the manner required by the Other Market Rules for reasons within its control, then the BGC shall be entitled to charge on the resultant additional expenses at normal market rates.

## 1.6 Amendments to the General Terms and Conditions of the Balance Group Coordinator

- 1) In the event that E-Control approves amended General Terms and Conditions of the BGC after the conclusion of the contracts, then the BGC shall notify the Contractual Partners of such amendments immediately, and shall provide them with access to the amended version in an appropriate manner, which includes online publication.
- 2) Amendments to the GTC BGC shall enter into force at the announced time, but



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no earlier than 14 days after notification of the Contractual Partners, unless the latter object in writing within 14 days. In the event of an objection the BGC shall be entitled to terminate the contract subject to one month's notice from the end of the month in which the objection is received.

## 1.7 Termination of contracts

### 1.7.1 Termination by the Balance Group Coordinator

- 1) The BGC is entitled to terminate a contract with immediate effect if the Contractual Partner in question continues to violate material contractual provisions despite a written warning and reasonable notice. The following shall, in particular, be deemed material violations:
  - repeated failure to transmit data or data transmission errors;
  - repeated transmission of erroneous data;
  - default on due payments;
  - infringement of the reporting duties established by section 2.5.

Termination on reasonable grounds due to late or improper furnishing of collateral is governed by the **Annex on risk management and collateral**.

- 2) The BGC is entitled to terminate a contract with immediate effect in the event of the revocation of the relevant notice by the regulatory authority or of the Contractual Partner's licence by the authorities responsible. The BGC is entitled to close all the balance groups managed by a BGR upon terminating the BGR's contract, and hence to refuse to process all schedule and metered data transmissions relating to the balance groups in question. Pursuant to section 94(4) Natural Gas Act a balance group representative's licence shall be voided if insolvency proceedings are instituted against its assets or are not opened due to insufficient assets. The BGC is entitled to terminate a contract with immediate effect if the contract between a balance group representative and the MAM and/or the DAM is terminated or dissolved.
- 3) The BGC assumes no liability for losses incurred by a Contractual Partner or third parties due to the termination or dissolution of a contract, and the blocking of schedule and metered data transmission.

### 1.7.2 Termination by a Contractual Partner

The Contractual Partners are entitled to terminate their contracts with the BGC in writing, subject to three months' notice from the last day of the month of termination and release of the collateral pursuant to section 2.3.4. This does not affect their right to termination without notice on reasonable grounds.

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### 1.7.3 Further reasonable grounds for termination

Additional reasonable grounds for termination of a contract by the BGC without notice in accordance with section 1.7.1 GTC BGC are the failure of a BGR to run a balance group for longer than three months.

Section 2.3 shall otherwise apply insofar as it is applicable.

### 1.7.4 Other procedures upon termination or dissolution of a contract

The BGC will immediately notify E-Control, the MAM, the DAM and the SOs in every distribution area it belongs to, all the BGRs and all the suppliers of the termination or dissolution of a contract. However, any liability on the part of the BGC for making such notification or omitting to make it is excluded.

Upon notifying the agencies and market participants concerned of the termination or dissolution of a contract, the BGC shall be entitled to close all of the balance groups of the BGR in question, and to refuse to accept any schedule and metering data transmissions relating to such BGR's balance groups. The closure of a balance group shall enter into effect no earlier than 06:00 of the second working day after the day on which the BGC terminates the contract.

## 1.8 Obstacles to contractual performance

All Contractual Parties shall notify their counterparties immediately of the occurrence of errors affecting contractual performance and keep them up to date with the action taken to rectify such errors. The Contractual Party whose systems are affected by such an error shall immediately take the necessary steps to rectify it. The duty to notify counterparties of the steps taken applies regardless of whether the error is beyond the party's control.

## 1.9 Liability

- 1) The Contractual Parties' liability shall be governed by the general law of damages. In the event that a party is deemed to be at fault thereunder, that party shall be liable only if it is guilty of wilful intent or gross negligence. All liability for damages due to force majeure or other circumstances beyond a party's control, consequential damages, third party damages or loss of profits is excluded.
- 2) If a Contractual Party suffers a loss in connection with a credit check or the administration of collateral for which the BGC is responsible, then the BGC shall be liable in accordance with the general law of damages, within the limits set out in the preceding subsection. In this case the BGC's liability shall, however, be limited to a total of EUR 1.2 million per calendar year.

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- 3) Should these GTC BGC contain provisions that affect the legal relationships between market participants (but not their legal relationships with the BGC), such provisions shall only influence the contractual relationship with the BGC to the extent that the latter assumes that the market participants have concluded such agreements among themselves. Any liability on the part of the BGC arising from such provisions (affecting the contractual relationships between market participants but not those between them and the BGC), in particular with regard to the validity of the agreements between the market participants, is excluded.

### **1.10 Severability**

Should any provisions of these GTC BGC or any contracts concluded on the basis of them prove to be null and void, and/or ineffective, the validity of the remaining provisions shall remain unaffected. The Contractual Parties hereby undertake to replace the provision that is null and void and/or ineffective by a valid provision that approximates to it as closely as possible in its legal, economic and technical effects.

### **1.11 Written form and business language**

- 1) The Contractual Parties' contracts and notices must be made out in writing. Any agreement to waive this requirement must also be made in writing. Electronic documents bearing electronic signatures or sent by fax shall be deemed to be in writing.
- 2) The business language and governing contract language is German. All notices sent by the Contractual Parties shall therefore be invalid except as in German, unless the parties agree by mutual consent to waive this requirement.

### **1.12 Legal succession**

- 1) The Contractual Parties are entitled to assign their contractual rights and duties to legal successors provided that such successors meet the preconditions for the activities concerned as defined by the applicable statutory provisions and the Other Market Rules as amended.
- 2) In the event of singular succession, the transfer of the contract with the BGC shall enter into effect 14 (fourteen) days after notification of the BGC of such transfer, provided that the successor has assumed the rights and duties with legal effect and without limitation, and that the successor has furnished the BGC with written proof of same.
- 3) In the event of universal succession, the BGC shall be notified, and the universal successor must continue to meet the preconditions for the activities concerned.

### **1.13 Applicable law**

Austrian law shall apply, to the exclusion of the conflict of laws rules under Austrian law.

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## **1.14 Place of performance**

The place of performance for all contractual performances shall be the domicile of the BGC.

## **1.15 Jurisdiction**

Insofar as disputes arising from this contract fall within the jurisdiction of the courts, the sole court of jurisdiction shall be the court of substantive jurisdiction at the domicile of the BGC, unless the law makes mandatory provision to the contrary.

# **2 Special conditions governing the contractual relationships between the balance group coordinator and the balance group representatives**

## **2.1 Contracts between the balance group coordinator and balance group representatives**

### **2.1.1 Legal basis**

The business relationships between the BGC and BGRs shall be based on BGR contracts.

The BGC authorises the market area manager to conclude BGR contracts on behalf of and for the account of the BGC, using the MAM's online system. The BGC assumes no liability for the MAM's online system. Candidates for licences to operate as a BGR in the distribution area shall furnish the BGC with proof that they fulfil the following preconditions for the conclusion of a contract:

- 1) credit check by the BGC, performed in accordance with the rules established by the **Annex on credit checks**;
- 2) deposit of the collateral required by the BGC in accordance with the **Annex on risk management and collateral**;
- 3) direct debit mandate for invoices and credit notes arising from the settlement of accounts with the balance group representative;
- 4) acquisition by the MAM and transmission to the BGC of the necessary master data, including:
  - the BGR's unique identification code and alias;
  - the BGR's name and address, email address as specified by the Other Market Rules, telephone number and fax number;
  - the BGR's bank details and billing address;
  - the name and address, email address as specified by the Other Market Rules,

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and telephone and fax numbers of the technical manager responsible and at least one back-up;

- the name and address, email address as specified by the Other Market Rules, and telephone and fax numbers of the commercial manager responsible and at least one back-up;
- the email address as specified by the Other Market Rules for data transmission.

### 2.1.2 Suspensive condition

No BGR contract shall enter into force until E-Control has licensed the BGR in question to carry out its activities, and the MAM has furnished proof to the BGC of such legally valid approval.

### 2.1.3 Ongoing oversight of BGRs by the balance group coordinator

The BGC shall regularly monitor fulfilment by BGRs of the preconditions for the continued validity of their contracts. Every BGR is obliged, of its own accord, to notify the BGC of any changes affecting such fulfilment.

## 2.2 Principles of balance group administration

### 2.2.1 Formation of a balance group

- 1) The formation of a balance group (“BG”) must be instigated by the BGR. The registration process takes place via the MAM. The MAM notifies the BGC of the registration of a BGR via a data interface.
- 2) Where a BGR supplies consumers, at least one balance group must be formed in the BGC’s distribution area, as well as its market area.

### 2.2.2 Preconditions for the establishment of a balance group

- 1) To form a BG for a BGR in a distribution area, the BGR must provide the following information in writing unless it has already been sent by the MAM:
  - the BG’s name and address, and email address as specified by the Other Market Rules, and the telephone and fax numbers of the its schedule manager;
  - the estimated annual gas sales to and/or supply of the BG and the suppliers belonging to it;
  - the date of commencement of the operations of the BG;
  - if necessary, the name and address, email address as specified by the Other Market Rules, and telephone and fax numbers of the technical manager responsible;
  - if necessary, the name and address, email address as specified by the Other Market Rules, and telephone and fax numbers of the commercial manager responsible.

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- 2) The BGC will publish a list of the balance groups in the distribution area, indicating when it was last updated.
- 3) Activation of a BG on the BGC's system is conditional on the furnishing of collateral in accordance with the **Annex on risk management and collateral**.

### **2.3 Disbanding of a balance group and cessation of the balance group representative's business activities**

- 1) If a BGR plans to disband a balance group in the distribution area, then it shall notify the BGC, the DAM, the MAM and the SOs affected by the decision without delay, and not later than 21 days before the planned deactivation of the balance group. The notification to the BGC shall, in particular, include:
  - the identity of the BG (unique identification code and alias);
  - the date of the planned deactivation;
  - proof that the SOs concerned, the DAM and MAM have been informed.
- 2) A BG may not be disbanded by a BGR until all its members have joined other BGs.
- 3) In the event of the planned cessation of a BGR's business activities and termination or dissolution of the contract, the above provisions shall apply with any necessary modifications. In this case the BGR concerned shall also notify E-Control and the other BGCs.
- 4) The BGC shall invoice for the outstanding balancing energy and clearing fees during the first and second clearing. All the collateral shall be released after the second clearing.
- 5) Where a BG is dissolved in compliance with this section, the related expenses incurred by the BGC are covered by the clearing fee in the meaning of section 89 Natural Gas Act.

### **2.4 Methodology used for the calculation and pricing of balancing energy**

The balancing energy in the distribution area is calculated for each BG, according to clearing periods set by the BGC. Balancing energy is the difference between supply schedules and consumption. In the case of biogas plants it is the difference between injection and withdrawal schedules, and that of distribution networks it is the difference between network supply and demand, adjusted for the system loss schedules.

In network areas where the SOs use a synthetic (bottom-up) approach to calculate withdrawals by all customers that are not metered on an hourly basis, the withdrawals are also adjusted for pro rata residual load errors; the SOs must transmit the data required for the calculation to the BGC.

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The BGC shall post on its website information for SOs on the procedure for the changeover to bottom-up calculation of demand and residual load error allocation (procedure, reporting duties, lead times, changeover and other deadlines, etc.). The BGC shall also post on its website a list of the system operators among which the residual load errors are to be allocated during the clearing process.

The methods used for calculation of the incidence of balancing energy, for the pricing of balancing energy and for physical clearing shall be governed by the **Annex on balancing energy management**.

## **2.5 Reporting duties and data exchanges between balance group representatives and the balance group coordinator**

- 1) The BGRs shall always, of their own accord, report the following events to the BGC:
  - significant changes in the scale and nature of their business activities;
  - circumstances that may lead to significant changes in their balancing energy needs;
  - changes in the data and other information to be submitted to the BGC.
- 2) The BGC shall provide the BGRs with the aggregated standard load profile and metered data time series for injections and withdrawals by each BG, as well as the aggregated scheduled quantities per clearing and settlement period and BG, to enable the BGRs to check the balancing energy clearing and settlement data via the BGC's clearing system. These data shall only be accessible to BGRs via individually assigned passwords, and shall be provided in the form of downloads.

## **2.6 Schedule management**

- 1) The BGRs shall draw up schedules for deliveries to their consumer balance groups, for daily and hourly balancing, and for offtake from injecting biogas plants. The BGRs shall transmit these schedules to the DAM, and the BGC shall modify and/or improve them in accordance with the standards established by the DAM in the event of technical constraints such as unmanageable supply disruptions, congestion or errors.
- 2) Schedule notifications by BGRs to the DAM, the scope of the information contained in schedules, and schedule implementation shall be carried out in conformity with the Other Market Rules.
- 3) The DAM shall send the BGC schedules that comply with the requirements of the Other Market Rules in terms of their form and content. The DAM shall transmit the schedules to the BGC no later than the next working day after the implementation of the schedules. The schedules shall be the basis for calculation of the balancing energy, and may no longer be modified after their implementation by

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the DAM.

## **2.7 Clearing and settlement, and invoicing**

Clearing and settlement, and invoicing are governed by the **Annex on clearing and settlement, and invoicing**.

## **2.8 Risk management and collateral**

Risk management and the furnishing of collateral are governed by the **Annex on risk management and collateral**. These operations include:

- the calculation, collection, administration and release of collateral;
- determination of the nature of the collateral to be furnished and the manner in which it is to be deposited;
- the realisation of collateral.

## **2.9 Training**

Whenever it becomes apparent that a BGR is unable to fulfil its obligations due to a lack of technical and/or commercial knowledge of the balance group model, the BGR in question shall send a sufficient number of trained staff to attend the information events held by the BGC as required.<sup>3</sup> Special conditions governing the contractual relationships between the balance group coordinator and the system operators

# **3 Special conditions governing the contractual relationships between the balance group coordinator and the system operators**

## **3.1 Applicability of the General Terms and Conditions of the Balance Group Coordinator**

The legal relationship between the BGC and the SOs is governed by these GTC BGC, subject to the following limitations:

- 1) Part 1 of these GTC BGC applies with the exception of sections 1.7.1 (1) and 1.7.2.
- 2) Sections 1.7.2, 1.7.3 and 1.7.4, as well as sections 1.1, 2, 3, 4, 5, 6 and 7 of Part 2 Special conditions governing the contractual relationships between the balance group coordinator and the balance group representatives, apply with any necessary modifications to SOs in their capacity as the representatives of balance groups for system losses and own consumption. However, the provisions of this part relating to credit checks, clearing fees, risk management and collateral do not apply to SOs. These balance groups are exempt from clearing fees. No



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metering points may be assigned to them.

## **3.2 System operators' duties**

### **3.2.1 System operators' duties**

The SOs shall provide the BGC with the data required by it to perform its clearing function. These include:

- the aggregate demand of each supplier (balance group) and network, broken down by:
  - standardised load profile (SLP) demand (for daily balancing);
  - non-SLP demand of system users opting for daily balancing;
  - non-SLP demand (for hourly balancing);
- quantities transferred between networks that affect the distribution area data;
- metered quantities withdrawn from production systems, and injected into and withdrawn from storage facilities that affect the distribution network data;
- quantities transferred at the border exit points in the distribution area, allocated to balance groups;
- metered biogas injection.

The distribution system operators shall transmit the metered data of system users with load profile meters (non-SLP users) to the balance group coordinator on a daily basis where such data are read on a daily basis.

## **3.3 Formation of system losses balance groups**

- 1) To form a BG in a distribution area, an SO must send the following information, in writing, to the BGC responsible for the distribution area, no later than 14 days before the activation of such a BG:
  - the SO's unique identification code and alias;
  - the SO's name and address, email address as specified by the Other Market Rules, telephone and fax numbers;
  - the name and address, email address as specified by the Other Market Rules, and telephone and fax numbers of the BG's schedule manager, as well as the SO's estimated annual energy sales to and/or supplies to the BG.
  - the date of commencement of the operations of the BG;
  - the banking details, direct debit mandate and billing address;
  - the name and contact address of the technical manager responsible;
  - the name and contact address of the commercial manager responsible;
  - the email address as specified by the Other Market Rules for data transmission.
- 2) The SO shall notify the BGC immediately of any changes in this information.
- 3) If the SO in question does not operate a BG for system losses and own consumption itself, but joins one, it shall notify the BGC of same.
- 4) The form and content of the data to be transmitted by the SO to the BGC on an ongoing basis shall conform to the Other Market Rules.

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### **3.4 Training**

Whenever it becomes apparent that an SO is unable to fulfil its obligations due to a lack of technical and/or commercial knowledge of the balance group model, the SO in question shall send a sufficient number of trained staff to attend the information events for SOs held by the BGC as required.<sup>4</sup> Special conditions governing the contractual relationships between the balance group coordinator and balancing energy suppliers

## **4 Special conditions governing the contractual relationships between the balance group coordinator and balancing energy suppliers**

### **4.1 Registration with the balance group coordinator's system**

- 1) Balancing energy suppliers are registered with the BGC's system, and assigned a unique identification code and alias as soon as they have met the preconditions set out in section 4.1 2).
- 2) Balancing energy suppliers shall send the following information, in writing, to the BGC and the DAM:
  - the name and address, email address as specified by the Other Market Rules, telephone and fax numbers of the balancing energy supplier;
  - the name and contact address of the technical manager responsible;
  - the name and contact address of the commercial manager responsible;
  - proof that online metering is in place at the injection point/potential injection points.
- 3) Balancing energy suppliers shall notify the BGC and the DAM immediately of any changes in this information.
- 4) The BGC shall post the balancing energy supplier's unique identification code and alias on its website.

### **4.2 Access to data**

Balancing energy suppliers are given access to the bidding system and the related order book via the restricted area of the BGC's website. These data are password protected.

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### **4.3 Additional rules for balancing energy suppliers**

The **Annex on balancing energy management** contains additional rules for balancing energy suppliers.

## **5 Special conditions governing the contractual relationship between the balance group coordinator and the distribution area manager**

### **5.1 Contract**

The business relationship between the DAM and the BGC is governed by a written DAM contract which contains the formats to be used for data exchanges between the two. The legal relationship between the DAM and the BGC is regulated by section 1 GTC BGC with any necessary modifications; however, sections 1.7.1 (1) and 1.7.2 are inapplicable.

### **5.2 Reporting duties of the distribution area manager**

The DAM shall inform the BGC if a balancing energy supplier fails to fulfil its responsibilities or if a BGR fails to implement schedules properly (transmission of schedules, correctness of form and content, and timeliness in conformity with the Other Market Rules).

The DAM shall inform the BGC, the balancing energy suppliers passed over and E-Control of the reasons for any failure to observe the merit order list within 3 (three) working days.

### **5.3 Schedules and OBA entries**

The boundary between the market area and the distribution area is fluid. Flows that affect the distribution area are recorded in the accounts set up by the balance group coordinator for this purpose.

The BGC uses the following types of schedules, among others, to process transfers of gas between the distribution area and the market area:

- scheduled acceptance of deliveries to the distribution area, broken down by balance group categories (hourly daily balancing);
- scheduled biogas deliveries;
- scheduled deliveries of balancing energy purchased on the gas exchange;
- scheduled balancing energy call-offs from the merit order list;
- scheduled system losses purchases by distribution system operators;
- scheduled deliveries to border transfer points in the distribution area (*kleiner Grenzverkehr* ["local border traffic"]).

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## 5.4 Principles of balancing energy management

- 1) The BGC shall only be liable to balancing energy suppliers under section 1.9 for losses occasioned by grossly negligent balancing energy call-offs by the DAM, caused by the BGC, insofar as such call-offs are carried out in accordance with the rules established by the BGC.

Where balancing energy call-offs by the DAM are not carried out in accordance with the BGC's rules and the Other Market Rules, the DAM shall be solely liable to the balancing energy suppliers concerned for any resultant losses. If a balancing energy supplier asserts claims against the BGC due an error for which the DAM is responsible, or vice versa, then the party at fault shall hold harmless and indemnify the other party, and shall serve it with notice of the proceedings, or shall consent to its joining the proceedings in accordance with section 19(2) ZPO [Civil Procedure Code].

- 2) The bidding procedure for balancing energy, the ranking of bids and the pricing of balancing energy are laid down by the **Annex on balancing energy management**.

## 5.5 Access to data

The BGC shall provide the DAM with secure internet access to the data transmitted by the DAM, and in particular data required by the DAM to fulfil its responsibilities.

## 6 Special conditions governing the contractual relationship between the balance group coordinator and the market area manager

The business relationship between the MAM and the BGC is governed by a written MAM contract which, in particular, regulates the registration process for balance group representatives and balance groups, the updating of master data, and the formats to be used for data exchanges between the MAM and the BGC. The MAM and the BGC shall also agree standards for securely encoded data communication so as to maintain the confidentiality of the data transmitted between them.<sup>7</sup> Load profiles

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## **7 Load profiles**

### **7.1 Determination of load profiles**

Load profiles shall be developed in accordance with the E-Control *Lastprofil-VO* [Load Profile Order].

### **7.2 Recording, archiving and publication**

The BGC shall post the latest versions of the standard load profiles on its website for information purposes.

Every SO shall transmit to the BGC in electronic form the locations assigned by the SO to the various ZAMG [Central Institute of Meteorology and Geodynamics] metering points, stating the postcodes and names of such locations and of the related metering points. The BGC shall post this information online.