

Distribution Flexibility Service

# Participation Guidance

July 2025



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# 1. Tender Parameters

Anyone connected to our network—including homes, businesses, local councils, and community energy groups—can help by being flexible with how they use or generate electricity. This is especially useful in areas where the network is under pressure. We’re working with both new and existing customers who are open to adjusting their energy use or generation to support the system.

Participating in DSO Flexibility Services goes far beyond receiving financial incentives for adjusting your energy demand or generation. It’s a proactive step forward to decarbonising your local area and supporting the transition to a more sustainable energy system.

By enabling more efficient use of the electricity network, flexibility services help us as the Distribution System Operator to optimise infrastructure investment—focusing on resources where they’re needed most. This smarter approach to network management supports the electrification of our network and accelerates the journey to net zero and ultimately reduces costs for consumers.

Your participation empowers a cleaner, more resilient energy future—for your community and further afield.

This document can be used to enable any potential flexibility provider to understand how to participate in our flexibility markets and the rules, parameters, and processes around them.

## 1.1. Flexibility Services

Flexibility means being able to change when and how we use or produce electricity in response to a signal - like a price change, a request from the grid, or the availability of renewable energy.

For example, a factory might shift its energy use to a time when electricity is cheaper or greener, or a home battery might store solar power during the day and use it in the evening when demand is high.

This Invitation to Tender is tendering for the following products:

**Scheduled Utilisation**  
In this product, the time that flexibility is delivered has been pre-agreed in advance with the provider. This product will primarily benefit FSPs that cannot respond in real-time or near to real-time. This service is used to manage seasonal peak demands and defer network reinforcement. We currently utilise this product for our Month Ahead market.

**Operational Utilisation**  
This product allows for the use case where the amount of flexibility delivered is agreed nearer to real time. This can be utilised to facilitate a change in demand profile from FSPs based on network conditions close to real-time. The assets will be dispatched for the required level of service that is required based upon actual network measurement data thus managing the cost.

We utilise this product in order to restore network supplies following an unplanned outage/fault where the regulatory funding does not allow for availability payments.

**Operational Utilisation + Scheduled Availability**  
This product procures, ahead of time, the ability of an FSP to deliver an agreed change following a network abnormality. The availability will be defined at the point of procurement and cannot be modified once the contract has been agreed. The assets will be dispatched for the required level of service that is required based upon actual network measurement data, meaning that the DNO/ESO is only paying utilisation payments based upon the actual needs of the network.

An example use case for this product is when a DNO is planning for sufficiency of flexible services contracts based upon long range forecasting of network constraints.

**Operational Utilisation + Variable Availability**  
This product allows for DNOs to procure a level of contracted capacity but then refine the requirements in terms of availability closer to the event. The assets will be dispatched for the required level of service that is required based upon actual network measurement data, meaning that the DNO is only paying utilisation payments based upon the actual needs of the network.

An example use case for this product is when a DNO is planning for sufficiency of flexible services contracts based upon short-medium range forecasting of network constraints.

Detailed information on the charging structures of the above Flexibility Services is available in Section 8.3 of this Participation Guidance document.

More information on the new aligned products developed by the ENA Working Group is available on the ON Flexibility Products Review and Alignment page on the ENA website.



1.2. Flexibility Requirements

The current month ahead requirements will be published on the Pico platform on the 1st of each month.

Additionally, the full detailed Service Requirements for our ED2 period are as per those uploaded on to our [Market Prospectus](#) on our website.

For information, copies of the requirements are also available on our [flexibility platform](#) and our [Open Data Platform](#).

We are also looking to develop shorter term day and intraday markets and will provide guidance when those are live.

1.3. Operation

The Company will utilise the Pico Flex portal to register, upload assets, bid, dispatch, and settle services. Providers can choose to participate manually, via the UI, or through API. The guide to API set-up is available in section 3 of this Participation Guidance, on the Pico website and can also be requested from support@picoflex.com. The Company may advise the Provider that an alternative portal to dispatch and settle the services will be utilised. This will be discussed and agreed with the individual Provider prior to delivery of any service window.

1.4. Testing and Pre-delivery

If using API, providers must complete API Testing prior to delivery. The date of the API Test will be at least 2 weeks prior to service delivery in accordance with the Flexibility Services Agreement, unless otherwise agreed by the Company. More information on API testing can be found directly on [Pico's website](#).

If any further testing requirements arise, the Company will notify the Provider via the email registered on the DPS system. The email will include the scope of the testing required and specific timelines.

1.5. Baseline

Our baseline approach has been adapted and standardised following key ENA technical working group activities where we looked to create fair and representative baselines that all types of flexible assets to viably participate in DSO Flexibility markets. We now utilise standardised baselines for each type of asset and a full table of the type of baseline and values can be found in our [Baselining Participation Guidance](#).

The Company will consider an alternative baseline methodology (ABM) where the above is proven unsuitable due to DER type, unique running arrangements etc. The ABM is a nominated baseline. Any alternative methodologies

for baselining will be agreed between the Company and the Provider pre contract award and ahead of any service provision. The Company reserves the right to update the Baseline methodology in line with any new developments to the common industry methodology being developed by the market facilitator in conjunction with the DSOs. By 2026, more information on baselining figures, values, and ABMs will be found directly on [Elexon's website](#).

1.6. Dispatch Principles

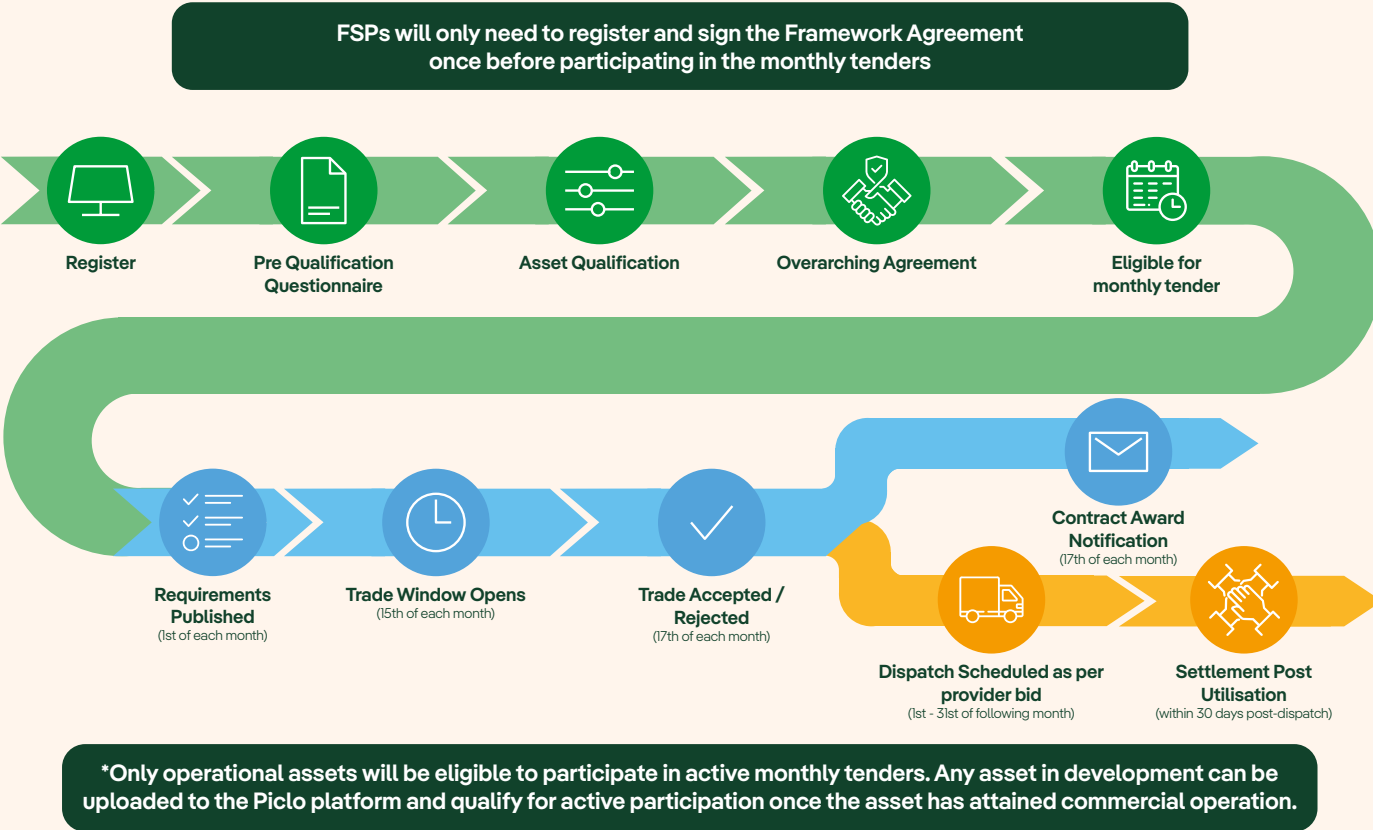
We need to ensure that we are operating the network in the most economical and efficient manner. We do this by assessing what flexibility services and other operational solutions are available to us and at what cost. We then select the optimal solution to meet the operational requirement. This is the basis for all our operational and dispatch decisions.

We follow the dispatch decision guiding principles published by the ENA Open Networks project as outlined in our Decision Making Framework.



1.7. Stacking

Revenue stacking is where a single flexible asset participates in multiple markets, to maximise its value to the energy system. Flexibility providers can receive multiple payments as a result.



For details on stacking and the different ways you can stack services please refer to the most recent ENA stacking guide: [Revenue Stacking Explainer and FAQs Jan '25](#).

Our flexibility products have no stacking restrictions, and we encourage providers to assess the stacking opportunities through reviewing the conditions of other markets they want to stack our services with. We are happy to discuss how a market interacts with ours and the stacking dynamics.



## 2. 2025/26 Tender Timeline and Process

The process steps and timeline of our month-ahead tendering model is as follows.

If any particular date falls on a bank holiday or weekend, the date will automatically adjust to the next working day. The following table shows the timescales of the various stages of the 2025/26 procurement round:

Procurement Month	Requirements Published	Trade Window Open & Close	Bid Accepted / Rejected	Contract Award	Service Window Open & Close
August 2025	04/08/2025	18/08/2025 (09:30-16:30)	20/08/2025	20/08/2025	01/09/2025 – 30/09/2025
September 2025	01/09/2025	15/09/2025 (09:30-16:30)	17/09/2025	17/09/2025	01/10/2025 – 31/10/2025
October 2025	01/10/2025	15/10/2025 (09:30-16:30)	17/10/2025	17/10/2025	01/11/2025 – 30/11/2025
November 2025	03/11/2025	17/11/2025 (09:30-16:30)	19/11/2025	19/09/2025	01/12/2025 – 31/12/2025
December 2025	01/12/2025	15/12/2025 (09:30-16:30)	16/12/2025	16/12/2025	01/01/2026 – 31/01/2026
January 2026	01/01/2026	15/01/2026 (09:30-16:30)	19/01/2026	19/01/2026	01/02/2026 – 28/02/2026
February 2026	02/02/2026	16/02/2026 (09:30-16:30)	18/02/2026	18/02/2026	01/03/2026 – 31/03/2026
March 2026	02/03/2026	16/03/2026 (09:30-16:30)	18/03/2026	18/03/2026	01/04/2026 – 30/04/2026
April 2026	01/04/2026	15/04/2026 (09:30-16:30)	17/04/2026	17/04/2026	01/05/2026 – 31/05/2026
May 2026	01/05/2026	15/05/2026 (09:30-16:30)	19/05/2026	19/05/2026	01/06/2026 – 30/06/2026

The Company reserves the right to amend this timetable at any time.

## 3. Dynamic Purchasing System Guide

A full guide for the Dynamic Purchasing System is available on the SPEN Market Overview page on the [Piclo website](#).



## 4. Flexibility Services Agreement

Prior to the submission of any bids by the Tenderer, it is a requirement that the Flexibility Services Agreement terms and conditions are accepted.

As part of the pre-qualification process via the Piclo Flex platform, the Company will issue a Flexibility Services Agreement to Tenderers. Tenderers will not be eligible to participate in the monthly tenders until a Flexibility Services Agreement is signed by both parties. The Tenderer must sign and return the Flexibility Services Agreement to the Company.

The Flexibility Services Agreement does not guarantee that any Flexibility Services will be required by the Company or commit the Company to requiring any, or any particular level of, such Flexibility Services.

The Flexibility Services Agreement can be viewed on the [SPEN Flexibility website](#).



## 5. Prequalification

As part of the process for procuring Flexibility Services, potential providers will need to pre-qualify before they can submit formal bids once a tender window is open. SPEN procures flexibility services via the [Picoflex platform](#). A guide for the DPS Platform is available in Section 3 of this Participation Guidance Document. In order to pre-qualify for our Flexibility tenders the following steps must be completed:

- 1) **Apply to the Dynamic Purchasing System (DPS):**

Providers will need to create a Picoflex account and complete the Dynamic Purchasing (DPS) application for the Month Ahead Market. FSPs will submit company specific information in this application which will be reviewed by SPEN for completion and validity. Following acceptance the FSP will be admitted to the DPS.
- 2) **Complete the PQQ questionnaire:**

Providers will need to provide technical information relating to the assets they will use to provide the flexibility services for each individual location. SPEN will assess the technical and location details to confirm suitability and approve the individual assets. Key information needed here includes asset size, location, max run time, MPAN, type of asset, and export/import capacity. Assets must be operational to participate in monthly tenders.
- 3) **Planned Assets:**

**Only operational assets will be able to participate in the SPEN month ahead Flexibility Market.**  
Where assets are planned (i.e., not yet connected or to be recruited), providers will still be able to upload these assets to the DPS. Providers are asked to provide a Delivery Plan detailing the dates when assets will become operational. Providers will notify us when planned assets attain commercial operation and change them to operational on the Pico platform. This will then automatically change their eligibility status to enable participation in our month-ahead tenders.
- 4) **Flexibility Services Framework Agreement:**

Sign and confirm agreement to sign, the terms and conditions of the Flexibility Services Agreement. An agreement must be signed for SPD and SPM.
- 5) **Notification of pre-qualification outcome:**

We will notify providers if they have passed the pre-qualification stage. Those that have successfully passed the prequalification stage will be notified to submit bids when each bidding window opens.



## 6. Bidding Requirements

All bidding takes place on the **Piclo Flex platform**, with pre-qualified FSPs uploading their bids for each individual competition. A detailed step-by-step instruction guide on how to submit bids on the Piclo Flex platform is available in Section 3 of this Guidance Document and on [Piclo’s website](#). The platform has a “bulk upload” function, allowing providers such as aggregators who want to take part in multiple competitions the ability to upload bids as one file.

Recognising the differing business models and capabilities of individual providers, we include the following bidding rules, enabling those who may not be able to meet the full requirements for individual constrained locations to take part:

Bidding Rule	Details
Flexible Capacity	can offer the flexible capacity at a single price, or split the flexible capacity into smaller volumes but at different prices. <b>We have no minimum capacity requirements for a bid meaning even a single 1KW asset can bid.</b>
Service Windows	must be for whole Service Window of the individual competition bidding for – service windows are Half Hourly.
Service Duration	can offer assets that may not be able to run for the entire service period as long as they meet the minimum duration included for each constrained location.
Service Period	the duration of contracts within the ITT may be for more than one service window depending on the specific constrained location requirements, however bids can be submitted for individual Half Hourly service windows.
Status of assets	Participation in month ahead tenders requires asset status to be operational. However, assets in development can be uploaded on to the DPS with an expected commercial operation date. Providers will need to update the status of the asset to notify SPEN of the asset’s operational status which will then be eligible to participate in monthly tenders.
Status of assets	Participation in month ahead tenders requires asset status to be operational. However, assets in development can be uploaded on to the DPS with an expected commercial operation date. Providers will need to update the status of the asset to notify SPEN of the asset’s operational status which will then be eligible to participate in monthly tenders.

If you’re a pre-qualified flexibility service provider (FSP), you can take part in our flexibility competitions by submitting a bid for each one. In your bid, you tell us how much flexibility you can offer and at what price.

We use a “pay-as-bid” approach—so **if your bid is accepted, you’ll be paid the exact price you offered, not a market average**. That’s why we ask providers to give us their best price up front.

To help with this, we always aim to provide ceiling prices and estimated revenue guidance so you can see what kind of income you might expect. We also try to bring a fair volume of opportunities to market, based on real network needs, to encourage more participation.

For example, we’ll only bring sites to market that offer a **minimum ceiling price of £80–£100 per MWh**, because we understand that providers need a **fair return** to make participation worthwhile. These ceiling prices can vary depending on the location and level of constraint—and in some cases, they’ve gone as high as **£1,000 per MWh**.

More information on the Bidding Requirements and Processes is available on the [SPEN Flexibility Market Overview page on the Piclo website](#).

# 7. Bid Assessment

## 7.1. Bid Assessment Methodology

We assess investment solutions and Flexibility Services on a like for like basis by employing a comparative assessment approach which means that the value of flexibility (i.e. the amount of money we have to spend on flexibility services) in any given scenario is determined by the cost and value of the counterfactual solution (e.g. a reinforcement), and not by the required volume of flexibility services.

The tender bids are assessed in detail to confirm that it could technically manage the constraint within the particular month. We assess the risk associated with using the flexibility and consider the most cost-efficient mix of tender responses (if responses are greater than the requested capacity). Competent bids are then assessed against the optioneering and investment parameters set prior to opening the bidding window and evaluated alongside all other options.

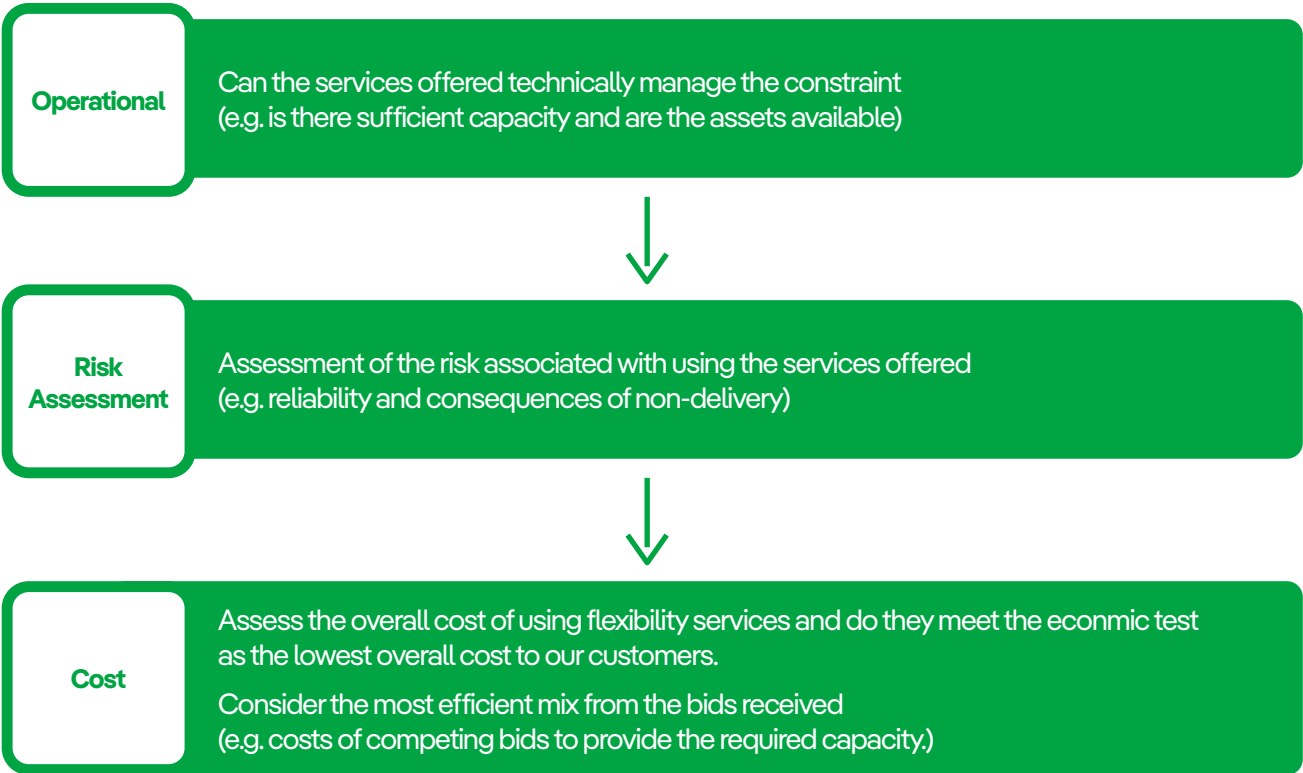
We have several tools available to help with the assessment process and supplement the assessment criteria. The Common Evaluation Methodology tool (CEM) is one tool that we use to support our quantative assessment process. Other tools we use include, design studies, technical assessments, and CBAs for interventions at EHV and 132kV; we supplement these with a linear optimiser for LV and HV assessments. These tools are excellent at analysing some elements of the assessment criteria, but don't have the ability to assess other criteria such as deliverability.

More detailed information on how we use these tools to help determine the most economic combination, sequence, and timing of solutions to meet the required level of network capacity at different voltages is available in our [Decision Making Framework](#).



## 7.2. Evaluation Criteria

Once the bidding window has closed, we will assess all bids received against our published bid criteria. For each bid submitted, we will assess:



**NOTE:**

- We may accept a higher cost bid that meets all requirements over a lower cost bid that only meets some requirements.
- We may also procure slightly more or less flexibility services than tendered to obtain a technically viable solution.

The technical assessment is completed by the Network Planning and Development team whilst the economic assessment is completed by our Flexibility team based on the ceiling price defined in our [Decision Making Framework](#).

Where all the required criteria are met, then we proceed with the flexibility service solution. We publish the tender results and proceed to place contracts with the successful bidder(s).

Where one or both criteria are not met, flexibility services cannot be taken forward as a solution. Where this is the case, we will reject the bids and proceed with developing the alternative solution identified in Stage 3 of the [Decision Making Framework](#).

Where the alternative is a long-lead reinforcement solution, we will continue to re-tender for flexibility services before placing build orders to ensure we are still using the most efficient intervention. Whichever solution is selected, it is then taken forward and assured through our governance process.

We include further details on our bid assessment methodology in our [Decision Making Framework](#).

## 7.3. Publication of Bids

Following our assessment, our bid decisions are uploaded to [Piclo Flex](#), which notifies winning bidders of the decision. For those bids rejected, we provide the reason why, so they have the opportunity to address any issues, improving their ability to participate in future tenders.

To promote transparency and comply with Licence Condition 31E, we also publish the results of our tenders, which includes prices bid and reasons for acceptance / rejection. The results of our tenders can be viewed on our [Open Data Portal](#).



# 8. Pricing Strategy

To meet network needs, potential solutions will be assessed to identify the most suitable, least cost option. Where Flexibility Services are deemed an appropriate solution, the value of such services will depend on the cost of the alternative solution and is not driven by the capacity required or hours of network risk.

Once the value (budget) is known for each individual constraint location the following will be used to calculate the ceiling price that can be paid for Flexibility Services:

- **Product** – as this will drive the charging structure
- **Estimated Utilisation events and duration** – to calculate the utilisation hours required
- **Service window** – to determine availability hours (where an availability fee applies)
- **Capacity required** – to determine the level (MW) of service required

## 8.1. Pricing Signals

It is our intention to provide, where possible, pricing signals for the individual locations we tender for. These will be based on the cost of the alternative solution and will likely differ for each location. Details on long term price signals and budgets can be found in our [Market Prospectus](#) and [Supporting Data](#) documents.

Where we do provide signals, these will be for individual constrained locations, and FSPs can utilise them to create an understanding of the potential level of revenue available. These signals can take the form of Guide Prices, Ceiling Prices, Max Budgets, and Dynamic Signals.

Such signals (other than Ceiling Prices and Max Budgets) are indicative only, when bids are received, they will be fully assessed based on the budget for individual constrained locations, likely utilisation, offered capacity and product. Depending on the type of product, providers may be asked to submit bids for Availability and Utilisation as applicable, and we request that FSPs offer their best price, and we will pay as bid.

## 8.2. Charging Structure

This will depend on the Product procured and may include a combination of the following as appropriate:

- **Utilisation Fee:** Paid when services are dispatched. This is the only fee applicable to our Scheduled Utilisation Product which is currently the only product we procure in our month ahead market.
- **Availability Fee:** Paid when services need to be ready / available within a defined or scheduled window.

## 8.3. Application

The fees applied by the different Products are as follows:

- 1) Scheduled Utilisation (Utilisation payment only)**  
This dispatch schedule is agreed in advance with the Provider in advance of the services being required. This product will primarily benefit FSPs that cannot respond in real-time or near to real-time. The Utilisation Fee is paid for the scheduled dispatch delivered.
- 2) Operational Utilisation (Utilisation payment only)**  
This product allows for the use case where the amount of flexibility delivered is agreed nearer to real-time. This can be utilised to facilitate a change in demand profile from FSPs based on network conditions close to real-time. The assets will be dispatched for the required level of service that is required based upon actual network measurement data. The Utilisation Fee is paid for the scheduled dispatch delivered.

### 3) Operational Utilisation & Scheduled Availability (Availability and Utilisation payment)

- a) Availability Fee (sometimes referred to as an Arming Fee) – this fee is paid for the window confirmed in advance as being the time services are likely to be required; and 2.
- b) Utilisation Fee – this fee will be paid for the service scheduled ahead of time or dispatched in real-time following an instruction.

This product procures, ahead of time, the ability of an FSP to deliver an agreed change following a network abnormality. The availability will be defined at the point of procurement and cannot be modified once the contract has been agreed. The assets will be dispatched for the required level of service that is required based upon actual network measurement data, meaning that the DNO/ESO is only paying utilisation payments based upon the actual needs of the network.

### 4) Operational Utilisation & Variable Availability (Availability and Utilisation payment)

- a) Availability Fee (sometimes referred to as an Arming Fee) – this fee is paid for the window confirmed in advance (at a time closer to the event) as being the time services are likely to be required; and 2.
- b) Utilisation Fee – this fee will be paid for the service scheduled ahead of time or dispatched in real-time following an instruction.

This product will allow us to procure a level of contracted capacity and later refine the requirements in terms of availability closer to the event. The assets will be dispatched for the required level of service that is required based upon actual network measurement data, meaning that the DNO is only paying utilisation payments based upon the actual needs of the network.

## 8.4. Fee Adjustments

Fees are paid depending on the service delivered and all dispatch events will be validated using metering data.

Should services not be provided, in part or in full, an adjustment may apply. The terms for such adjustments are included in Section 9 – Billing and Settlements Guide of this Participation Guidance and in our Flexibility Services Agreement.





## 9. Billing and Settlements Guide

This Billing and Settlement guide aims to provide clarity and guidance on the calculation and payment of Flexibility Service Charges, enabling efficient and equitable settlement transactions.

### 9.1. Flexibility Service Payments

This sets out the calculations to make payments to Flexibility Service Providers for the delivery of Flexibility Services to DNO (Distribution Network Operators). Framework for flexibility service payments calculations have been developed by the ENAs Open Networks Project as part of the process of standardising and alignment of the methodologies used across different DNOs. Flexibility Service Payments encompass two main types of payments. Availability payments and Utilisation Payments. A detailed version of payment calculations and formulas can be found on the [ENA website](#).

#### 9.1.1. Availability Payments

Availability will be calculated, if applicable, on a minute by minute or half hourly granularity, a performance factor (with, a grace factor, if applicable) will be applied to the monthly availability payments.

A performance factor is calculated from the provider’s monthly utilisation delivery performance. This factor represents the average performance of the month.

A grace factor may be applied to the average performance factor. If the delivery performance is within a specified threshold (e.g., 95% of the performance factor), full availability payment is received. If no utilisation events occur in the month, full availability payment is made.

#### 9.1.2. Utilisation Payments

Utilisation payments are made to flexibility providers for the capacity delivered during a utilisation event. Utilisation payment is subject to a performance metric known as a Performance Multiplier (3%) which applies after a specified grace period (SPEN will review the Grace Factor and Performance Multiplier periodically and will confirm when the changes are made).

A grace factor (5%) may be applied before the penalization multiplier comes into effect. A tolerance which is applied to the MW delivered, if the delivered % is within this tolerance then full payment is made for the minute in question. If asset had delivered >= 95% then they would have been entitled to 100% of the utilisation payment in question.

If the delivery % is outside the Grace Factor, then a Performance Multiplier is applied to reduce the % paid by the Performance Multiplier for each 3% that actual delivery falls outside the Grace Factor.

#### Example

An FSP (Flexibility Service Provider) submitted a bid to deliver **120 MW** of flexibility capacity. SPEN (Scottish Power Energy Networks) accepted **100 MW** of this bid (Contracted).  
  
However, during the delivery window, the FSP only delivered **93 MW**, which is 93% of the contracted capacity.

#### Performance Thresholds and Penalty Calculation:

Required delivery threshold: 95%  
Grace factor: 5%  
Effective tolerance: 95%  
Actual delivery: 93%  
Shortfall: 95% - 93% = 2%  
Performance Multiplier: 3%

Since the actual delivery is 2% below the tolerance (95% - 93% = 2%), a penalty is applied.

The penalty is calculated as: 2% × 3 (Performance Multiplier) = **6%**

Therefore, the final payment is: 95% (base payment) - 6% (penalty) = **89%** of the contracted value for that minute.

Delivery%	Grace Factor %	Penalisation Multiplier %	Payment %	Delivery%	Grace Factor %	Penalisation Multiplier %	Payment %
100	5%	3%	100%	74	5%	3%	32%
99	5%	3%	100%	73	5%	3%	29%
98	5%	3%	100%	72	5%	3%	26%
97	5%	3%	100%	71	5%	3%	23%
96	5%	3%	100%	70	5%	3%	20%
95	5%	3%	100%	69	5%	3%	17%
94	5%	3%	92%	68	5%	3%	14%
93	5%	3%	89%	67	5%	3%	11%
92	5%	3%	86%	66	5%	3%	8%
91	5%	3%	83%	65	5%	3%	5%
90	5%	3%	80%	64	5%	3%	2%
89	5%	3%	77%	63	5%	3%	0%
88	5%	3%	74%	62	5%	3%	0%
87	5%	3%	71%	61	5%	3%	0%
86	5%	3%	68%	60	5%	3%	0%
85	5%	3%	65%	59	5%	3%	0%
84	5%	3%	62%	58	5%	3%	0%
83	5%	3%	59%	57	5%	3%	0%
82	5%	3%	56%	56	5%	3%	0%
81	5%	3%	53%	55	5%	3%	0%
80	5%	3%	50%	54	5%	3%	0%
79	5%	3%	47%	53	5%	3%	0%
78	5%	3%	44%	52	5%	3%	0%
77	5%	3%	41%	51	5%	3%	0%
76	5%	3%	38%	50	5%	3%	0%
75	5%	3%	35%	49	5%	3%	0%

The relevant fees applied to all Flexibility Products utilised are available to view in Section 8.3. of this Participation Guidance document.





9.2. Settlement

The billing cycle is each calendar month, and the company operates a total of 12 billing cycles each calendar year.

Post utilisation event, the FSPs has 5 days to upload meter readings in the dedicated flexibility platform. After each event, a settlement report is created and made available to the provider via the dedicated platform, which allows the provider to review their performance. At the end of the month, all event data is compiled, and performance-based pricing applied to calculate the payment due to the provider for the month.

Once the statement has been reviewed by the provider, they shall confirm within 14 days if the calculations are disputed and provide full details of the same to the company. If the provider disputes any calculations, then the settlement report is placed on hold until such dispute has been resolved. If no query is raised on the earnings statement within 14 days window the statement is assumed to be correct, and the final settlement report will be made available for financial records or invoice preparation as applicable, this should then be paid directly into the bank account provided within 30 days of the acceptance of the invoice.

For Committed Payments, the Provider agrees that each Performance Report should be accompanied by the following details:

- The period(s) during which the Flexibility Services were made available to the Company and, if applicable, where utilised.
- Availability charges (if any), reflecting any reduction for periods of where the service was unavailable or had reduced capacity.
- Utilisation charges (if any) reflecting any reductions for periods of where the service was unavailable or reduced, including any utilisation payment cap.
- The relevant Committed Payment Amount (if any); and
- Details of payments received so far to demonstrate the Committed Payment Amount has not been reached (if applicable).

9.3. Self-Billing

The invoice is generated in the dedicated flexibility platform and is available to both the company and the flexibility services provider.

The Company agrees:

- To issue self-billed invoices for all supplies made to them by the Provider for the duration of this contract.
- To complete self-billed invoices showing the Provider’s name, address, and VAT registration number, together with all the other details which constitute a full VAT invoice.
- To make a new self-billing agreement if their VAT registration number changes.
- To inform the Provider if the issue of self-billed invoices will be outsourced to a third party.

The Provider Agrees:

- To accept self-billed invoices raised by the Company on their behalf for the duration of this contract.
- To provide the email address to which self-billed invoices should be sent.
- Not to raise sales invoices for the transactions covered by this agreement.
- To notify the Company immediately if they, change their VAT registration number or cease to be VAT registered, or sell their business or part of their business.

10. SPEN Company Policies

Tenders must be submitted in accordance with the Company’s policies. The latest copies can be accessed via the following link: [spenergynetworks.co.uk/pages/corporate\\_governance.aspx](https://spenergynetworks.co.uk/pages/corporate_governance.aspx)



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