

# Access Contract

**!! FOR INFORMATION PURPOSES ONLY !!**

Contract reference: [•]

between:

**Elia Transmission Belgium**, a limited liability company incorporated under Belgian law, with registered office at Boulevard de l'Empereur 20, 1000 Brussels, Belgium, registered with the Register of Legal Entities (Brussels) under number 0731.852.231, legally represented in this matter by [•] and **Mr David Zenner**, in their respective capacities of [•] and **Customer Relations Manager**, hereinafter referred to as "**Elia**";

and

[•], a company established under [•] law, having its head office at [•], and company registration number [•], legally represented in this matter by [•] and [•], respectively in the capacity of [•] and [•], hereinafter referred to as the "**Access Holder**".

Elia and/or the Access Holder may also be referred to individually as the "Party" or jointly as the "Parties".

**Whereas:**

- Elia holds the property rights to, or at least the rights to use or operate, the largest portion of the Belgian electricity grid.
- Elia has been designated as the grid operator at federal and regional level.
- In accordance with the applicable laws and regulations, the Parties wish to lay down their contractual rights and obligations in relation to access to the Elia Grid for each Injection and/or Off-take Point in this Contract.
- The Parties undertake to work together in good faith in any case where interpretation of the Articles of this Contract becomes difficult, in particular those Articles that deal specifically with the connection of Grid Users, and particularly when concluding connection contracts at a later date.

**It is agreed as follows:**

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# PART I: DEFINITIONS AND SUBJECT OF CONTRACT

## Art. 1 Definitions and interpretation

### 1.1. Definitions

Unless specified further with a view to application for the purposes of the Contract, without however ignoring the stipulations of Public Order, the terms defined in the Electricity Act, the Electricity Decrees and/or Ordinances in relation to the organisation of the electricity market and/or the various applicable Grid Codes (as defined hereunder) are also understood in the sense of those legal or regulatory definitions for application of the Contract.

Consequently, the following definitions apply for the purposes of the Contract:

**“Access Applicant”**: the Party who enters an Application for Access with a view to concluding an Access Contract; this could be the Grid User or any other legal or natural person, if designated for this purpose by the Grid User, and within the limitations of the applicable laws and regulations.

**“Access Contract”**: the Contract between Elia and the Access Holder, stipulating the terms and conditions relating to the granting of Access to the Elia Grid.

**“Access Holder”**: the Access Applicant who concludes the Contract with Elia; it may be the Grid User or any other legal or natural person designated by the Grid User, within the limits of the regulations and laws in force.

**“Access Point”**: an Injection and/or Off-take Point to the Elia Grid.

**“Access Responsible Party”** or **“ARP”**: any natural or legal person listed in the register of Access Responsible Parties in accordance with the Grid Code for Transmission; sometimes also referred to in the Grid Codes for Local and Regional Transmission with the term ‘Balancing Responsible Party’.

**“Access Responsible Party charged with monitoring”**: the Access Responsible Party (or Access Responsible Parties) charged with Injection and/or Off-take at an Access Point, as designated in Appendix 3, 3bis or 3ter, or with one or more Injections and/or Off-takes within a Closed Distribution System.

**“Access Responsible Party charged with Off-take (of the load)”**: the Access Responsible Party to whom the Off-take monitoring at an Off-take Point is assigned within the framework of his access responsibility, as designated according to Appendix 3bis A) or 3ter.

**“Access Responsible Party charged with Injection (of Local Production)”**: the Access Responsible Party to whom Injection at an Injection Point is assigned within the framework of his access responsibility, as designated according to Appendix 3bis B) or 3ter.

**“Access to the Elia Grid”**: the use of the Elia Grid and ancillary services concerning Injection and/or Off-take of electrical power.

**“Act of 2 August 2002”**: the Act of 2 August 2002 on payment delays in the payment of commercial transactions, as amended from time to time.

**“Active Power”**: the electrical power that can be converted to other forms of power, such as mechanical, thermal or acoustic. The value is equal to  $3xUxI \cos \Phi$  (phi), whereby U and I are the effective values of the fundamental components of the voltage wave (between a phase and the earth) and the power wave (in that phase) and where  $\Phi$  represents the phase difference between the fundamental components of the voltage wave and the power wave.

**“Additional Access Point”**: an Access Point to the Elia Grid whose Power Put at Disposal for Off-take and/or Injection is used on an ongoing basis in normal operation or on an occasional basis, with no limit in time, in addition to a Main Access Point.

**“Application for Access”**: the application for access entered by the Access Applicant in accordance with the Grid Codes in force.

**“Application for Addition/change of duration”**: respectively, an application for the addition/change of duration of one or more Access Points in the Contract in accordance with Article 9 of the Contract.

**“Band supply”**: the Active Power by quarter-hour for an Off-take Point that has been nominated by an Access Responsible Party and confirmed by the Grid User concerned. The balancing perimeter of [ARP] is adjusted for all Band supplies concerned. The specifications for Band supplies are given in the Access Contract.

**“Bank working days”**: the working days of the banking sector in Belgium.

**“CDS”**: acronym of ‘Closed Distribution System’, as defined below.

**“CDS Access Point”**: the access point to the Closed Distribution System of a Closed Distribution System User, where all its physical Injections and/or Off-takes of Active Power within the Closed Distribution System can be aggregated virtually.

**“Closed Distribution System”**: the closed distribution system (or, according to the Electricity Act and the Electricity decrees and/or ordinances, closed industrial system, closed professional system, ‘gesloten distributienet’) is the grid directly connected to the Elia Grid and recognised by the relevant authorities as a Closed Distribution System.

**“Closed Distribution System Operator”**: a natural or legal person appointed by the relevant authority as the operator of the Closed Distribution System.

**“Closed Distribution System User”**: an end-customer or producer connected to the grid of a Closed Distribution System, and who has at least one CDS Access Point, regardless of whether or not the party in question has made use of its choice of supplier.

**“Contract”**: the present Access Contract.

**“CREG”**: Commission for the Regulation of Electricity and Gas.

**“Damage”**: unless otherwise stipulated in the Contract, any damage, cost, loss (including loss of profits and/or cessation of operations), undertaking, liability, fine, payment obligation and/or costs of recovery, whether it be direct or indirect, arising out of or in relation to the cause of the damage, regardless of whether it was predictable or not.

**“Delivery Point”**: a point on an electricity grid or within the electrical installations of a Grid User where a flexibility or load-shedding service is delivered – this is associated with a metering system that enables Elia to control and assess the delivery of the service.

**“Distribution Off-take Position”**: the energy allocated on a quarter-hourly basis to the Balancing Perimeter of an Access Responsible Party by a distribution system operator, other than Elia, forming part of the Belgian control area.

**“Electricity decrees and/or ordinances”**: the Decree of the Flemish Community of 8 May 2009 setting out the general provisions regarding energy policy, the Decree of the Walloon Region of 12 April 2001 concerning the organisation of the regional electricity market and the Brussels ordinance of the 19 July 2001 concerning the organisation of the electricity market in the Brussels Capital Region, as amended from time to time.

**“Electricity Act”**: the Act of 29 April 1999 concerning the organisation of the electricity market, as amended from time to time.

**“Elia Grid”**: the electricity grid to which Elia holds the property right or at least that of using and operating it, and for which Elia has been designated as the transmission system operator.

**“Flexible Access”**: the regime applied to a Generation Unit whose connection, in accordance with the standard rules in force, should be rejected on the basis of a lack of capacity due to congestion but is nevertheless allowed based on adjusted capacity granting criteria and on the basis that the said Generation Unit’s Access to the Elia Grid, under normal operating conditions, may be limited depending on the capacity already allocated to one or more other Generation Units or the available capacity on grid components. The connection contract of the connection applicant shall lay down the said capacity allocation criterion.

**“Generation Unit” (or “Production Unit”)**: a physical unit including a generator that generates electricity and that is associated with an Access Point providing access to the Elia Grid.

**“Grid Codes for Local and Regional Transmission”**: the Grid Codes for local or regional transmission of electricity that are or shall be applicable in Flanders, Brussels and Wallonia, as amended from time to time.

**“Grid Codes”**: the Grid Code for Transmission and the Grid Codes for Local and Regional Transmission.

**“Grid Code for Transmission”**: the Royal Decree of 19 December 2002, as amended from time to time, establishing a grid code for operating the electricity transmission grid and access thereto.

**“Grid User”**: any natural or legal person connected to the Elia Grid as a producer, consumer or Closed Distribution System Operator and who, if he is not his own Access Holder, in the sense of the present Contract, has designated an Access Holder for his Access Point(s).

**“(Net) Injected Energy”**: the total (net) injected Power at a given Access Point for a given period.

**“(Net) Injected Power”**: the difference, at an Access Point and for a given quarter-hour, if positive, between the Injected Power from the Local Production Unit(s) associated with that Access Point and the Off-take Power taken off by the load(s) associated with an Access Point. If the aforementioned difference is a negative value, the (Net) Injected Power is equal to zero.

**“Injection”**: the injection of Active Power:

- at an Injection Point directly connected to the Elia Grid, excluding those Injection Points that supply a Closed Distribution System; or
- the Distribution Off-take Position, if it is a net injection; or
- the Injection Position at one or more Access Points that supply a Closed Distribution System that are connected to the Elia Grid, in the case of a net injection; or
- by means of an Import; or
- by means of an internal transfer of energy (“purchase” – “buyer”).

**“Injection Point”**: the physical location and voltage level of each point where the power is injected in the Elia Grid and for which Access to the Elia Grid is granted to the Access Holder in accordance with the terms of the Contract.

**“Injection and Off-take Point”**: if an Off-take measurement is observed by Elia at an Access Point defined as an Injection Point, Elia will consider that Access Point an Injection and Off-take Point as from the day when that measurement is observed. Similarly, if an Injection measurement is observed by Elia at an Access Point defined as an Off-take Point, Elia will consider that Access Point an Injection and Off-take Point as from the day when that measurement is observed.

**“Load Off-take”**: in the case of Local Production, the Active Power drawn by the load(s) associated with the Access Point concerned, including the consumption of the Generation Unit(s) when it(/they) is(/are) not in generation mode.

**“Local Production”**: this term is used if the Injection Point of one or more Generation Units is the same as the Off-take Point of one or more loads and if the Generation Unit(s) is(are) located on the same geographical site as the site where the load(s) of the Grid User concerned is/are situated.

**“Main Access Point”**: the Access Point to the Elia Grid which, among a number of Access Points to the Elia Grid for the same electrical installations of a Grid User, has the highest Power Put at Disposal for Off-take or Injection. The Power Put at Disposal at this Access Point must also be greater than or equal to the Yearly Peak for that Grid User's profile, which is made up of the synchronous sum of the Off-takes measured at all the Access Points to the Elia Grid for the same electrical installations of this Grid User.

**“Nomination”**: a table containing a series of data such as the characteristics of an Access to the Elia Grid for a given day D, including the quantity of Active Power per unit of time to be injected and/or to be taken off by the Party concerned by the said Nomination.

**“Off-take”**: the off-take of Active Power:

- at an Off-take Point directly connected to the Elia Grid, excluding those Off-take Points that supply a Closed Distribution System; or
- the Distribution Off-take Position, if it is a net off-take; or
- the Off-take Position at one or more Access Points of the Closed Distribution System that are connected to the Elia Grid, if it is a net off-take; or
- by means of an Export; or
- by means of an Internal Transfer of Energy (“sale” – “seller”).

**“(Net) Off-take Energy”**: the total (net) Off-take Power at a given Access Point for a given period.

**“Off-take Point”**: the physical location and voltage level of each point where power is taken off from the Elia Grid and for which Access to the Elia Grid is granted to the Access Holder in accordance with the provisions of the Contract.

**“(Net) Off-take Power”**: the difference, at an Access Point and for a given quarter-hour, if positive, between the Off-take Power taken off by the load(s) associated with an Access Point and the Injected Power from the Local Production Unit(s) associated with that Access Point. If the aforementioned difference is a negative value, the (Net) Off-take Power is zero.

**“Parties”**: Elia and the Access Holder, whereby each is individually referred in the Contract to as a “Party”.

**“Monthly Peak”** (of power): the highest Net Off-take Power or Net Injected Power value measured in the course of the whole of the month concerned.

**“Yearly Peak”** (of power): the highest Net Off-take Power or Net Injected Power value measured in the course of the previous twelve months.

**“Peak Power for the Yearly Peak Tariff Period”**: the highest Net Off-take Power measured during the quarter-hours that form the Peak Tariff Period over the past twelve months.

**“Peak Tariff Period”**: the peak period proposed by Elia and set by CREG, pursuant to the Tariff Methodology, during which the total load on the Elia Grid is statistically at its highest.

**“Power Put at Disposal”** (the maximum authorised demand): the maximum apparent power, at Off-take and/or Injection, which is set per Access Point in the connection contract of a Grid User and entitles this Grid User to make an Off-take and Injection of power from and/or to the Elia Grid amounting to this Power Put at Disposal.

**“Railway Traction Network”**: the electrical installations of the railway infrastructure operator that are needed for the operation of the railway network which is subject to the provisions related to a Closed Distribution System connected to the Elia Grid, in accordance with the Electricity Act.

**“Reactive Power”**: the electrical power needed for creating magnetic fields (for example, in motors and transformers) or electrical fields (e.g. in condensers). The value is equal to  $3 U I \sin \Phi$  (phi), whereby U and I are the effective values of the fundamental components of the voltage wave (between a phase and the earth) and the power wave (in that phase) and where  $\Phi$  represents the phase difference between the fundamental components of the voltage wave and the power wave.

**“Register of Access Points”**: register kept by Elia, as amended from time to time and which mentions, among other things, the following:

- the reference for each Off-take and/or Injection Point in the Access Contract by which Access to the Elia Grid is granted;
- for each Off-take and/or Injection Point, excluding the Points that supply a Closed Distribution System connected to the Elia Grid, the designation of the Access Responsible Party charged with the Off-take and Injection and the designation of the supplier;
- for each Access Point that supplies a Closed Distribution System connected to the Elia Grid, the designation of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System; and



- the Power Put at Disposal at each Off-take Point and/or each Injection Point.

“**Tariff**”: a generic term covering all or some of the tariffs applying, under this Contract, to the Access Holder, including as the case may be for connection to the Elia Grid, as approved, or, as the case may be, imposed by CREG in accordance with the prevailing legal provisions, as described in Article 15 of the present Contract, and published for a regulatory period by CREG.

“**Tariff Methodology**”: the methodology for calculating and establishing the tariff conditions for connection and access to the electricity grids having a function of transmission, established by CREG, pursuant to article 12(2) of the Electricity Act, and published on the CREG website.

## 1.2. Additional rules of interpretation

The titles and headings in the Contract are only included for ease of reference and in no way express the intention of the Parties. They shall not be taken into consideration when interpreting the provisions of the Contract.

The Appendices to the Contract form an integral part of the Contract. Any reference to the Contract includes the Appendices, and vice-versa. If there is a conflict of interpretation between an Appendix to this Contract and one or more provisions in this Contract, the stipulations in the Contract shall take precedence. If there is a conflict of interpretation or any divergence between this Contract and one or more components of the Tariffs, these respective part(s) of the Tariffs shall take precedence. If the Access Holder has practical questions regarding the interpretation of a procedure mentioned in this Contract or in an Appendix thereto, he shall address them to Elia.

The realisation in the Contract of a specific obligation or provisions included in the Grid Codes shall in no way be considered as a breach of the obligations or provisions that must apply to the relevant situation in accordance with the Grid Codes.

## Art. 2 Scope of the Contract

This Contract governs the contractual rights and obligations of the Parties with regard to Access to the Elia Grid concerning Injection and/or Off-take Points directly connected to the Elia Grid.

The Contract applies to all Access Points for which the Access Holder has been granted Access to the Elia Grid and which are registered in the Register of Access Points.

Each Party is aware of the mutual coherence that exists between the connection contract, the Access Responsible Party contract and the Access Contract that are between them a necessary accessory with regard to the safety, reliability and efficiency of the Elia Grid and which are consequently essential to the execution of the present contractual relationship.

Without prejudice to Article 21.6, if the Access Holder is not the Grid User, the Access Holder states that he has informed the Grid User of the rights and obligations relating to Access to the Elia Grid which arise from this Contract and which may apply to the Grid User, in particular the consequences for the Grid User in case of failure to design an Access Holder for his Access Point(s).

The Parties will ensure that their contractual relationships with each other are always based on the existence and proper execution of the necessary contractual agreements with the relevant parties who have concluded a connection contract and/or an ARP contract with Elia or another system operator within the Belgian control area.

The Parties acknowledge and expressly accept that the provisions of this Contract are not in any way intended to prejudice the obligations of the Access Holder, the Access Responsible Party or the Grid User with regard to their contracting parties under contracts to which Elia is not party. The persons concerned will make it their own business to settle such matters without any involvement by Elia of any kind.

# PART II: GENERAL CONDITIONS

## Art. 3 Proof of Access Holder's financial solvency

Conclusion of the Contract assumes that the Access Holder proves his financial solvency.

The Access Holder's proof of financial solvency at conclusion of the Contract assumes that the Access Holder complies with the special conditions concerning financial guarantees as agreed in the Contract.

Throughout the duration of the Contract the Access Holder, at the justified request of Elia, must provide proof to Elia of his financial solvency.

The Access Holder's financial solvency during the execution of the Contract is an essential element of the Contract concluded with Elia and of the commitments entered into by Elia.

## Art. 4 Invoicing and Payment Terms

### 4.1. Invoices

Invoices will be drawn up based on the technical modalities and periodicity specified in this Contract and in Appendix 15 to the Contract.

Invoices will be sent to the Access Holder's invoice address specified in Appendix 1 to the Contract. As per explicit agreement of the Access Holder, invoices shall be issued electronically to the invoice e-mail addresses specified in Appendix 1 to the Contract.

### 4.2. Payment deadlines

Invoices must be paid net without discount by the Access Holder to Elia within 15 days following their receipt, which is considered to have taken place 3 days after the date on which they were sent.

If payment of all or some of the amounts covered by the invoices is not received within 18 days of the invoice being sent, Elia shall have the right to charge late-payment interest *ipso jure* and without giving notice of default, whereby the amount is set in accordance with article 5 of the Act of 2 August 2002. The interest shall be due from the 18th day after the date on which the invoice was sent, up to the date when it is paid in full.

Moreover, Elia shall then be entitled to compensation as provided by article 6 of the Act of 2 August 2002, without prejudice to its right to compensation for legal costs in accordance with the Judicial Code. The stipulations listed above do not detract from Elia's other rights in accordance with applicable laws and regulations, and the provisions of the Contract.

### 4.3. Objections

Any objection regarding an invoice must, in order to be admissible, be sent by the Access Holder by registered letter before the 18th day after the invoice was issued. The Access Holder shall describe the reasons for his objection as comprehensibly and in as much detail as is reasonably possible.

An objection in no way releases the Access Holder from his obligation to pay the invoice in accordance with the provisions of Article 4.2 of the Contract, unless his objection is manifestly justified.

If the Access Holder has paid a disputed invoice in full in accordance with this stipulation and it appears with hindsight that the objection formulated in accordance with this stipulation was justified, the Access Holder shall have the right in this case to claim back any sums paid that were not due, in application, *mutatis mutandis*, of Article 4.2 of the Contract.

#### **4.4. Modalities for collecting any unpaid sums**

If the invoice is not paid within 7 (seven) days of receipt by the Access Holder of an official notice of default by registered letter sent by Elia, which is considered to have taken place three (3) days after it was sent, Elia shall have the right to call in the financial guarantee as stated in this Contract, without prejudice to the application of the foregoing provisions. The measures for collecting unpaid sums shall be applied by Elia in a non-discriminatory and reasonable manner.

#### **Art. 5 Confidentiality and protection of commercial information**

Parties agree to treat the information they exchange as a result of and within the framework of this Contract and which is marked as being confidential by one of them and/or which is to be considered as confidential according to the applicable laws and rules, confidential. The Parties agree not to communicate the said confidential information to third parties unless one of the following conditions has been fulfilled:

- 1) if Elia and/or the Access Holder have been called upon to appear as witnesses in court or in their relationship with the regulating authorities of the electricity market or other competent public authorities;
- 2) the prior written agreement of the Party communicating the confidential information has been obtained;
- 3) as regards Elia, within the framework of contracts and/or rules or in consultation with other grid operators, foreign grid operators, entities established in the framework of cooperation between the European grid operators at pan-European or regional level and/or entities subcontracting certain tasks of grid operators, and provided the party receiving the information undertakes to accord this information the same degree of confidentiality as that accorded by Elia;
- 4) if the information is easily and commonly accessible or available to the public;
- 5) if the communication by Elia and/or the Access Holder to such parties as subcontractors and/or their employees and/or their representatives is essential for technical or safety reasons, provided that those parties are bound by confidentiality rules that adequately guarantee the confidentiality of the information.

The Parties accept that the confidentiality of the information cannot be invoked between them, or with regard to other persons such as the Grid User, involved in the execution of the Contract.

Without prejudice to the applicable laws and regulations, this provision remains in any case valid until 5 (five) years after termination of the Contract.

#### **Art. 6 Settlement of disputes**

The Access Holder hereby declares that, prior to signing the Contract, he has been informed by Elia of his rights and, among other things, that any disputes relating to Elia's obligations, apart from disputes relating to the rights and obligations arising from the Contract, may be submitted, according to his choice and according to whether such is provided for by the federal and regional legislation, by a mediation service, a litigation chamber or a dispute resolution service, by the Brussels Commercial Court or ad hoc arbitration in accordance with the provisions of the Belgian Judicial Code.

Any dispute related to the conclusion, validity, interpretation or execution of the Contract or of subsequent contracts or operations that might arise therefrom, together with any other dispute concerning or in relation to the Contract shall, at the discretion of the more diligent Party to take action and unless otherwise stipulated by law, be presented to:

- the Brussels Commercial Court; or
- a mediation service, a litigation chamber or a dispute resolution service organised by the regulator concerned in accordance with the law and regulations in force; or
- ad hoc arbitration in accordance with the provisions of the Belgian Judicial Code.

The Access Holder also hereby declares that Elia has informed him, prior to signing this Contract, about the provisions in the relevant federal and/or regional legislation regarding mediation.

In view of the complex relationships, the Parties accept hereby, in order to facilitate the application of the rules regarding coherence or intervention, either – in the case of related disputes – to renounce any arbitration proceedings for the purpose of intervening in another judicial procedure, or – conversely – to renounce a judicial procedure for the purpose of taking part in multi-party arbitration. In the case of dissension, preference will be given to the procedure introduced first.

## **Art. 7 Measures in case of an emergency situation and/or force majeure**

### **7.1. Definitions and consequences of an emergency situation and/or force majeure**

The fulfilment of the obligations that are the subject of the Contract for which an emergency situation and/or force majeure as defined in the Grid Codes or in the sense of Belgian civil law might be invoked, will be temporarily suspended for so long as the event that gave rise to the emergency situation and/or force majeure persists.

The party who invokes a situation of force majeure and/or emergency situation shall inform the other Party as soon as possible by telephone and/or e-mail and/or fax of the reason why this Party is not able to fulfil all or some of his obligations and the anticipated duration of this non-execution.

The Party who invokes a situation of force majeure and/or emergency situation shall nevertheless do everything in his power to limit the consequences of non-fulfilment of his obligations towards the other Party, the Elia Grid and third parties, and to fulfil his obligations once again.

If the period of force majeure and/or emergency shall last for thirty (30) or more consecutive days and this results in one of the Parties no longer being able to fulfil the essential obligations of the Contract as the result of the case of force majeure or emergency situation, each Party may terminate the Contract with immediate effect by sending a registered letter, setting out the justification therefor.

### **7.2. Measures**

If an emergency situation or a multiple-incidents situation arises, as defined in the Grid Codes, or when Elia is of the opinion that an emergency situation might reasonably be expected to arise, Elia may take the necessary measures, preventively as the case may be, which are described in the Grid Codes, including the implementation of the rescue code and the restoration code.

The rescue code stipulates the operational procedures in the context of an emergency situation, a situation where there is a risk of a shortage or a multiple-incidents situation and also includes the disconnection plan, which among other things stipulates the procedures and priorities for disconnecting Grid Users.

The restoration code includes the operational procedures for restoring the electrical system.

The rescue code and the restoration code may be consulted upon request submitted by the Access Holder. These codes may be amended at any time by Elia in compliance with the legal and regulatory provisions.

The applicable legal and regulatory provisions with regard to the rescue code and the restoration code and any subsequent amendments are applicable to the Parties.

The Access Holder undertakes to observe all the measures described in the foregoing stipulations without delay of which Elia shall inform him by telephone and/or e-mail and/or fax in order to prevent and/or remedy emergency situations.

## **Art. 8 Access procedure, identification of the Access Points and designation of the Access Holder for one or more Access Points**

### **8.1 Principles**

The Access Points have an open-ended period of validity that may not however exceed the period of connection to the Elia Grid. However, Access to the Elia Grid may be interrupted or suspended in the cases described in Article 16.

The Grid User may be his own Access Holder for an open-ended period for his Access Points. If the Grid User is not himself the Access Holder, he shall explicitly designate another physical or legal person to meet the Access Holder's rights and obligations for his Access Point(s) for a set period and in accordance with the modalities set out in Article 8.2.

By way of exception, in the case of Access Point(s) supplying a Closed Distribution System connected to the Elia Grid, as listed in Appendix 14 to the present Contract, as soon as a Closed Distribution System User decides to use his own supplier, only the Closed Distribution System Operator may be indicated to Elia as the designated Access Holder for this/(these) Access Point(s) supplying a Closed Distribution System connected to the Elia Grid.

The identity and personal details of the Access Holder designated in the Access Application shall be communicated to Elia and shall meet the conditions included in Appendix 1. Appendix 2 gives the information required for designating the Access Holder for one or more Access Points and the identity of this or these Access Points, which shall be sent to the Elia contact person.

### **8.2 Modalities for the designation of an Access Holder other than the Grid User**

The designation by the Grid User of any other physical or legal person as the Access Holder for the Access Point(s) concerned shall be done for a set period that may not be less than three (3) calendar months. The date of the start of the validity of this designation must be the first day of a calendar month and the date of the end of the validity of this designation must be the last day of a calendar month (at the earliest, the last day of the third calendar month).

The designation of the Access Holder by the Grid User for his Access Point(s) is deemed to come into force on the first day of the month following the calendar month during which the designation application is deemed complete by Elia, which shall occur within a maximum period of ten (10) calendar days following the submission of the designation application. If the Grid User is already the Access Holder, the start of the validity of this designation may be reduced to ten (10) calendar days unless the Access Point(s) concerned is/(are) covered by a CIPU contract, in which case the period is a minimum of thirty (30) calendar days.

The designation of any other physical or legal person as the Access Holder shall be signed off by the Grid User and the designated Access Holder. The Grid User may authorise the Access Holder to submit alone to Elia Appendix 2 duly completed in accordance with the present Article when allocating an assignment to the Access Holder that meets the conditions given in Appendix 12 to the Contract.

If the Access Points to be listed by the Access Holder in Appendix 2 concern different Grid Users, Appendix 2 must be used as many times as there are different Grid Users.

## **Art. 9 Addition of Access Points to the present Contract and change or renewal of the designation of the Access Holder for one or more Access Points**

### **9.1 Addition of Access Points to the Access Contract**

The Access Point(s) added to the Access Contract of an Access Holder shall have an open-ended period of validity, as described in Article 8.1.

If the Grid User is his own Access Holder, he shall be the Access Holder for an open-ended period for any Access Point(s) that is/(are) added.

If any other physical or legal person is designated as the Access Holder, this designation shall be done for this/(these) Access Point(s) for a set period which may not be less than three (3)

calendar months. The date when validity begins must be the first day of a calendar month and the date when it ends must be the last day of a calendar month (at the earliest, the last day of the third calendar month).

Any Access Holder wishing to add one or more Access Points to his Access Contract shall submit an Application for Addition of Access Points to Elia, who shall record the Access Holder designation of this(/these) additional Access Point(s), in accordance with Article 8 of the present Contract.

After receipt of a validly submitted Application for the Addition of Access Points:

- Elia shall inform the party in whose existing Access Contract those Access Points were included, prior to this change of designation, if this relates to existing Access Points and shall propose, as the case may be, a new version of Appendix 2 including the new date of the end of the designation;
- Elia shall amend the Register of Access Points and send confirmation thereof to the new Access Holder no later than ten (10) working days after the date of receipt of the complete Application for the Addition of Access Points.

## **9.2 Change of the designation of the Access Holder for one or more Access Points**

The designation of the Access Holder for one or more Access Points, including the period of validity of this designation, as defined in Appendix 2 to the Contract, may be changed in accordance with the procedure described below.

The Access Holder shall submit to the Elia contact person an Application to Change the designation of the Access Holder using the form provided in Appendix 2 to the present Contract in accordance with the modalities described in Article 8.2.

Following receipt of the validly submitted Application to Change the designation of the Access Holder, Elia shall amend the Register of Access Points and shall send the Access Holder confirmation thereof no later than ten (10) working days after the date of receipt of the complete Application to Change the designation of the Access Holder.

The new date of the end of the validity of the designation of the Access Holder may be before the date of the end of the existing validity but must fall on the last day of a calendar month.

A new designation of an Access Holder shall automatically terminate the previous designation and shall come into force in accordance with the periods stipulated in Article 9.2.

## **9.3 Renewal of the designation of the Access Holder for one or more Access Points**

Ninety (90) calendar days before the date of the end of the validity of the designation of another physical or legal person as the Access Holder, as stipulated in Appendix 2 (insofar as is permitted by the period of validity of this designation), Elia shall send an e-mail to the Grid User inviting him to designate an Access Holder. Elia shall remind him that this Access Holder may be the Grid User himself or any physical or legal person designated by him in accordance with the procedure set out in Article 8.2 of the present Contract. For information purposes, Elia shall also send by e-mail a copy of this invitation to the currently designated Access Holder.

At the latest forty-five (45) calendar days before the date of the end of the validity of the designation of the Access Holder, the Access Holder chosen by the Grid User shall inform Elia of his designation as the Access Holder.

If no Access Holder is designated at the latest forty-five (45) calendar days before the date of the end of the validity of the designation of the Access Holder stipulated in Appendix 2, Elia shall notify the Grid User by registered letter, also sending a copy to the currently designated Access Holder, that the Grid User must take the action needed to become the Access Holder for the Access Point(s) relating to him and for which no Access Holder has been designated. The Grid User must, in this case, meet all the conditions and obligations provided by the Access Contract, which he shall sign at the latest twenty (20) calendar days before the date of the end of the validity of the designation of the Access Holder for this(/these) Access Point(s). The financial guarantee shall be established and one or more Access Responsible Parties designated at the latest ten (10) calendar days before the date of the end of the validity

of the designation of the Access Holder for the Access Point(s). Otherwise, the Grid User shall be deemed not only the Access Holder for the Access Point(s) concerning him but also the Access Responsible Party charged with monitoring at this/(these) Access Point(s).

If, at the latest twenty-one (21) calendar days before the date of the end of the validity of the designation of the Access Holder, the Grid User validly designates an Access Holder for the Access Point(s), the procedure in progress for designating the Grid User as his own Access Holder shall be interrupted. The physical or legal person designated as the Access Holder shall take the action needed to meet all the conditions and obligations provided by the Access Contract at the latest ten (10) calendar days before the date of the end of the validity of the designation of the Access Holder for the Access Point(s).

By way of exception to the previous paragraph, if the Access Point(s) is/(are) covered by a CIPU contract, the deadline for renewal of the designation of the Access Holder and of the Access Responsible Party charged with monitoring at the Access Point(s) shall be set at thirty (30) calendar days before the date of the end of the validity of the designation of the Access Holder for this/(these) Access Point(s). If one or more Access Responsible Parties have not been designated, the Grid User shall be deemed the Access Responsible Party charged with monitoring at this/(these) Access Point(s), as provided in Article 11 of the present Contract, and the signatory of the CIPU contract.

Unless the Grid User concerned signs an Access Contract for the Access Point(s) relating to him in the required period and meets all the conditions and obligations provided in the Contract, and following notice being issued by Elia to the Grid User by registered letter, Elia may shut down the Access Point(s) as from the date of the end of the validity of the designation of the Access Holder for these Access Point(s). The Grid User accepts the consequences of this shutdown.

A copy of the notice shall be sent to the regulator concerned.

Elia shall inform the regulator(s) concerned of this shutdown.

## **Art. 10 Designation of the Access Responsible Parties**

The Access Holder shall designate the Access Responsible Party or Parties charged with monitoring at the Access Point(s) concerned by the present Contract.

The designation of the Access Responsible Parties active within the Closed Distribution Systems, with the exception of the designation of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid, is not governed by the present procedure but by Article 4.2 of Appendix 14 to the present Contract. For the designation of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid, all of the procedure described below applies *mutatis mutandis* in this respect.

The designation of the Access Responsible Party or Parties charged with monitoring at the Access Point(s) is done for a set period of time that may not be less than three (3) calendar months. The date of the start of the validity of this designation must be the first day of a calendar month and the date of the end of the validity of this designation must be the last day of a calendar month (at the earliest, the last day of the third calendar month).

The designation of the Access Responsible Party or Parties charged with monitoring at the Access Point(s) is deemed to come into force at the earliest on the first day of the month following the calendar month during which the designation application submitted by the Access Holder is deemed complete by Elia, which shall occur within a maximum period of ten (10) calendar days following the submission of the designation application. The start of the validity of this designation may be reduced to a minimum of ten (10) calendar days and of thirty (30) calendar days if the Access Point(s) concerned is/(are) covered by a CIPU contract, insofar as this designation is confirmed by the Access Responsible Party or Parties concerned.

Appendices 3 to 3ter describe the various possibilities relating to the designation of the Access Responsible Party or Parties for a given Access Point, which are applied on a mutually exclusive basis. The corresponding suppliers of energy to the Access Points concerned are also identified in Appendices 3 to 3ter.

Appendices 3 to 3ter do not apply to the Access Point(s) supplying a Closed Distribution System connected to the Elia Grid, as soon as a Closed Distribution System User makes the decision to use his own supplier. In this case, these designations end immediately upon the entry into force of Appendix 14, pursuant to Article 2.4 of that Appendix. The same applies to Appendices 9, 10 and 11, as set out below.

Appendices 3 to 3ter apply in the following cases:

- Appendix 3:  
If the Access Responsible Party is charged with Off-take and Injection, his designation is done in accordance with Appendix 3, at the Access Point(s) concerned.
- Appendices 3bis A) and B):  
When a load and Local Production are located at a given Access Point, the designation of the Access Responsible Parties charged respectively with Off-take of the load and with Injection by Local Production in the electrical installations downstream of the Access Point(s) concerned is done in accordance with Appendices 3bis A) and B):
  - Appendix 3bis A) relates to the designation of the Access Responsible Party charged with Off-take of the load and the contact details of the corresponding energy supplier at the given Access Point.
  - Appendix 3bis B) relates to the designation of the Access Responsible Party charged with Injection from the Local Production into the electrical installations downstream of the Access Point(s) concerned and the contact details of the corresponding energy supplier at the given Access Point.
- Appendix 3ter:  
When a load and Local Production are located at a given Access Point, the designation of the Access Responsible Parties charged respectively with the (Net) Off-take Energy or with the (Net) Injected Energy measured at the Access Point is done in accordance with Appendix 3ter.

The designation of the Access Responsible Party by the Access Holder and the acceptance of that designation by the Access Responsible Party may only be done through the use of Appendices 3 to 3ter described below and its signature by the Access Holder and the Access Responsible Party.

If

- the Grid User is his own Access Holder; or
- the Access Holder designated by the Grid User has designated one or more Access Responsible Parties charged with monitoring other than himself,

the Access Holder may choose to authorise the Access Responsible Party or Parties charged with monitoring to submit Appendices 3 to 3ter to Elia themselves, duly completed in accordance with the present Article when allocating an assignment to this/(these) Access Responsible Party/(Parties) charged with monitoring at the Access Point(s) that meets the conditions given in Appendix 13 to the Contract.

Insofar as is permitted by the applicable laws and regulations, the specific modalities for designating, as the case may be, Access Responsible Parties other than those charged with monitoring, with Off-take (of the load) and/or Injection (of Local Production) and the contact details of the energy suppliers corresponding to the given Access Points appear in:

- Appendix 9, relating to the allocation, expressed in percentages, at the balancing perimeters of the Access Responsible Parties, of the Access Point(s) belonging to a production site;
- Appendix 10, relating to fixed-band supply;
- Appendix 11, relating to flexible-band supply.

If the Access Points affected by the designation of the Access Responsible Party or Parties charged with monitoring at the Access Point(s) concern various Grid Users, Appendices 3 to



3ter, 9, 10 and 11 shall be applied as many times as there are different Grid Users. Each Grid User concerned shall receive a copy of his designation from the Access Holder.

The effectiveness of the aforementioned designation shall remain subordinate to the signature of ad hoc contracts and to the establishment of the guarantees provided therein.

## **Art. 11 Change or renewal of designation of the Access Responsible Party or Parties**

### **11.1 Change of designation of the Access Responsible Party or Parties**

The designation of the Access Responsible Party or Parties charged with monitoring at the Access Point(s), as stipulated in Appendices 3 to 3ter of the Contract, and the designation of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid as stipulated in Appendix 14bis, may be changed at any time by the Access Holder, including the duration of the validity of this designation, in accordance with the procedure described below. For the designation of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid, all of the procedure described below applies *mutatis mutandis* in this respect.

The change of the Access Responsible Parties active within the Closed Distribution Systems, with the exception of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid, is not governed by this procedure but by Article 4.2 of Appendix 14 to the present Contract, pursuant to which the User of the Closed Distribution System designates his Access Responsible Party or Parties.

Any application for a change of the designation for a period of fixed duration of the Access Responsible Party or Parties charged with monitoring must be communicated to Elia in compliance with the procedure set out in Article 10 of the present Contract.

The new date of the end of the validity of the designation of the Access Responsible Party charged with monitoring at the Access Point(s) may be before the date of the end of the existing validity but must fall on the last day of a calendar month.

Elia communicates this designation to the Grid User, the Access Holder and the former Access Responsible Party or Parties.

### **11.2. Renewal of the designation of the Access Responsible Party**

The renewal of the designation of the Access Responsible Party is governed by the procedure described below. As regards the renewal of the designation of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid, all of the procedure described below applies *mutatis mutandis* in this respect.

Ninety (90) calendar days before the date of the end of the validity of the designation of the Access Responsible Party charged with monitoring at the Access Point(s), as stipulated in Appendix 3 (insofar as is permitted by the period of validity of this designation), Elia shall send an e-mail to the Access Holder inviting him to designate an Access Responsible Party charged with monitoring at the Access Point(s), in accordance with the procedure set out in Article 10 of the present Contract. For information purposes, Elia shall also send by e-mail a copy of this invitation to the Access Responsible Party charged with monitoring at the Access Point(s) and to the Grid User, and, where appropriate, to the Closed Distribution System Operator if the latter is a legal entity other than the Access Holder, in the context of the renewal of the designation of the Access Responsible Party charged with monitoring the non-allocated energy in the Closed Distribution System connected to the Elia Grid.

At the latest forty-five (45) calendar days before the date of the end of the validity of the designation of the Access Responsible Party charged with monitoring at the Access Point(s), the Access Holder shall inform Elia of the designation of the Access Responsible Party.

If no Access Responsible Party charged with monitoring at the Access Point(s) is designated at the latest forty-five (45) calendar days before the date of the end of the validity of the

designation of the Access Responsible Party stipulated in Appendix 3, Elia shall issue a notice to the Access Holder by registered letter that he must take the action needed to become the Access Responsible Party for the Access Point(s) concerned and for which no Access Responsible Party has already been designated. In this case, the Access Holder shall sign an Access Responsible Party contract (available on the Elia website ([www.elia.be](http://www.elia.be))) and meet all the conditions and obligations set out by the Access Responsible Party contract which he shall sign at the latest twenty (20) calendar days before the date of the end of the validity of the designation of the Access Responsible Party. By "Access Holder", Elia means the Access Holder designated for the period going beyond the date of the end of the validity of the designation of the Access Responsible Party charged with monitoring at the Access Point(s) or the Grid User in the absence of an Access Holder in the sense of Article 9.3. The financial guarantee shall be established and the Access Holder designated as the Access Responsible Party as set out in Appendix 3 at the latest ten (10) calendar days before the date of the end of the validity of the designation of the Access Responsible Party for the Access Point(s).

If that/(those) Access Point(s) is/(are) covered by a CIPU contract, this period for the renewal of the designation of the Access Responsible Party charged with monitoring at the Access Point(s) is set at thirty (30) calendar days before the date of the end of the validity of the designation of the Access Responsible Party charged with monitoring at this/(these) Access Point(s).

A copy of this notice shall be sent to the Grid User, and, where appropriate, to the Closed Distribution System Operator if the latter is a legal entity other than the Access Holder or the Grid User, reminding him/(them) of the next steps in the procedure and inviting him/(them) to take the action needed to designate the Access Responsible Party charged with monitoring at the Access Point(s). A copy of this notice shall also be sent to the regulator(s) concerned.

If the Access Holder does not comply with this notice, in the absence of an Access Responsible Party charged with monitoring at the Access Point(s) for the Access Point(s) concerned that are directly connected to the Elia Grid, following another notice issued to the Grid User by registered letter, Elia may shut down the Access Point(s) concerned as from the date of the end of the validity of the designation of the Access Responsible Party. A copy of this notice shall be sent to the regulator concerned.

The Grid User accepts the consequences of this shutdown.

Upon shutting down the Access Point(s) concerned, Elia shall inform the regulator concerned accordingly.

In all cases of suspension and/or termination of the Access Responsible Party contract of the Access Responsible Party charged with monitoring at the Access Point(s), without prejudice to the laws and regulations in force, as soon as the Access Holder is informed accordingly by Elia, the Access Holder may start the procedure to designate a new Access Responsible Party charged with monitoring at the Access Point(s), in compliance with the procedure set out in Article 10.

If the period of suspension and/or termination of the Access Responsible Party contract does not enable this procedure to be followed, Elia shall deploy any reasonable resources at its disposal to support the Grid User in designating as quickly as possible an Access Responsible Party charged with monitoring at the Access Point(s) if the Grid User requests this and without any commitment regarding the result.

The renewal of the Access Responsible Parties active within a Closed Distribution System, with the exception of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid, and the consequences of the absence of this/(these) Access Responsible Party or Parties as from the date of the end of the validity of their designation, are not governed by the present procedure but by Article 4.4.4 of Appendix 14 to the present Contract.

## **Art. 12 Duration of the Contract**

This Contract comes into effect on the date of its signature by all the Parties.

This Contract comes into effect subject to the suspensive condition of a financial guarantee being obtained as described in Article 13 below.

Except in the case of termination and/or cancellation in accordance with Article 16 of the Contract, this Contract shall be of indefinite duration.

## **Art. 13 Financial Guarantees**

### **13.1. General principles**

The Access Holder shall provide Elia with a financial guarantee, which, for the duration of the Contract as specified below, shall comply with the conditions set by this Article.

The Access Holder acknowledges that the financial guarantee is an essential condition of the Contract.

The financial guarantee is a security for the full and punctual payment of all obligations arising from this Contract and any suspension and/or termination thereof, as well as the obligations under Article 16.5 of the Contract.

The financial guarantee may take the form of a bank guarantee at first request, issued by a financial institution under the conditions laid down in Article 13.2 or of a cash payment to Elia under the conditions laid down in Article 13.3.

The amount guaranteed by the financial guarantee is one-twelfth of the estimated annual tariff to be paid by the Access Holder to Elia, as calculated in accordance with the calculation modalities indicated in Appendix 6 to the Contract. The financial guarantee must have a term of at least one calendar year and must be renewed, as the case may be, to keep the security required for the entire term of this Contract, including the duration of execution of all the financial obligations arising from the Contract.

Whenever one or more Access Points is/are added to this Contract in accordance with Article 9 of the Contract, the financial guarantee must be adjusted on the basis of the calculation method indicated in Appendix 6 to this Contract. If one or more Access Points from the Contract is/are removed, the Access Holder may also obtain an adjustment of the financial guarantee on the basis of the same calculation method.

Upon cancellation and/or termination of the Contract for whatever reason, Elia shall return the financial guarantee to the Access Holder after confirming that the Access Holder has fulfilled all his obligations arising from the Contract or from the cancellation and/or termination thereof.

### **13.2. Bank guarantee**

The standard form for the bank guarantee at first request is included in Appendix 7 to the Contract.

The Access Holder shall provide Elia, no later than 5 (five) calendar days before the end of the existing bank guarantee, either with evidence that the financial institution that issued the bank guarantee has extended that guarantee without any modification thereto or shall provide a new bank guarantee that complies with the conditions of Article 13 of the Contract.

With any renewal of and/or modification to the bank guarantee, the Parties have the right to request modification of the bank guarantee taking account of the latest measurement data on the basis of the calculation method indicated in Appendix 6 to the Contract.

The financial institution that issues the guarantee must hold an official rating of at least "BBB" ascribed by the credit rating agency Standard & Poors ("S&P") or "Baa2" ascribed by Moody's Investor Services (Moody's). If that required rating is lost, the Access Holder must provide Elia with a new bank guarantee from a financial institution that complies with the minimum rating requirements, within 20 Bank Working Days after the loss of the minimum rating by the first financial institution.

If Elia calls the bank guarantee, the Access Holder shall either provide proof, within 15 (fifteen) Bank Working Days following the date when Elia invoked the bank guarantee, that the financial institution that issued the bank guarantee has adjusted the amount of that bank guarantee to the contractually required level, or shall provide a new bank guarantee that complies with the conditions of Article 13 of the Contract.

### 13.3. Financial guarantee by means of cash payment

The Access Holder may replace the bank guarantee at first request with a cash payment to Elia of a deposit, whereby the amount of said deposit is calculated in accordance with Appendix 6 to this Contract, subject to the acceptance by Elia of said cash guarantee.

The sum of the cash guarantee shall be transferred to an Elia account that has been communicated by Elia to the Access Holder. For each payment, the word 'guarantee' and a contract number shall be indicated in the 'message' field. Said sum shall not accumulate interest for the Access Holder.

Said payment shall be a prepayment on the amounts owed to Elia by the Access Holder, and shall act at least as a first-ranking security or surety for Elia, guaranteeing the execution of all the obligations arising from the Contract, including - but not limited to - the payments of the Tariffs that apply for the Access Holder.

It is explicitly agreed and understood, notwithstanding the foregoing, that Elia is entitled to take possession of any sums paid by the Access Holder as a deposit or guarantee, Elia being only obliged to return an equivalent amount when the time comes.

The sums paid to Elia, as a deposit or guarantee or in any other capacity, since they are all closely linked, interrelated and connected, shall be compensated *ipse jure* with the obligations of the Access Holder arising from the Contract, on the understanding that said payment is intended to occur at the time when each of said obligations expire.

Any balance being ultimately returned to the Access Holder shall be reimbursed by transfer to the Access Holder on 1 March of the year following the end of all financial obligations arising from the Contract, according to Article 13.1 of the Contract, regardless of the reason behind it and without interest having accrued for the Access Holder, notwithstanding all of Elia's rights and actions.

### Art. 14 **Modalities applicable to Power Put at Disposal**

The Power Put at Disposal corresponds to the maximum apparent power (expressed in kVA) that is made available by Elia for each Access Point concerned by the Access Contract. The Power Put at Disposal may be less than or equal to the maximum physical capacity of the connection facilities dedicated to the Grid User. It is a right for the Grid User to offtake and/or inject apparent power from and/or into the Elia Grid.

This Power Put at Disposal is set, for each Access Point, in the connection contract signed between the Grid User and Elia. In the absence of a connection contract signed between the Grid User and Elia, the Power Put at Disposal is set based on the most recent existing connection contract. In the absence of any explicit mention of apparent power in such a connection contract, the Power Put at Disposal shall correspond to the Yearly Peak in terms of Off-takes and/or Injections for the past three years plus 10%.

The Power Put at Disposal is agreed for an open-ended duration, with the date of the start of its validity being the first day of a calendar month and the date of the end of its validity being the last day of a calendar month.

The Power Put at Disposal may be changed at the request of the Grid User in accordance with the tariff rules in force, and based on the following modalities:

- Any request for an increase in the Power Put at Disposal shall take the form of a request for an offer for a detailed study, to be submitted by the Grid User to Elia, in accordance with the connection process (or the process of changing an existing connection) as described in the applicable Grid Codes. This request for an increase in the Power Put at Disposal may be submitted at any time. The increase in the Power Put at Disposal shall take effect on the first day of the calendar month following:
  - o the receipt by Elia of the amendment to the connection contract signed by the Grid User or, where necessary, the signing of a new connection contract; and/or
  - o the end of any work needed on the Elia Grid to make this increase in the Power Put at Disposal happen.

- Any request for a reduction in the Power Put at Disposal shall be granted insofar as the Power Put at Disposal has not been the subject of an increase in the course of the twelve (12) calendar months preceding the request for a reduction. The reduction in the Power Put at Disposal shall take effect on the first day of the calendar month following the receipt by Elia of the amendment to the connection contract signed by the Grid User.

Once a reduction in the Power Put at Disposal is granted, the Grid User loses any reservation rights applying to the previous highest Power Put at Disposal, even in the absence of any change to the facilities in the Elia Grid or to those of the Grid User's connection. Any request for a further increase in the Power Put at Disposal shall be the subject of a request based on the rules described in the present Article.

Once the Grid User's Off-takes or Injections exceed the Power Put at Disposal, a Tariff for exceeding the Power Put at Disposal shall be included in the second invoice, based on the applicable Tariffs. If the Grid User's Off-takes or Injections regularly and/or systematically exceed the Power Put at Disposal, and if exceeding the Power Put at Disposal entails a risk for the electrical installations concerned or the Elia Grid, Elia may implement the suspension procedure described in Article 16.1.1 and suspend Access to the Elia Grid for the Access Point(s) concerned, unless in the meantime the Grid User concerned has reduced his Offtakes and/or Injections to the level of the set Power Put at Disposal or has been granted by Elia an increase in the Power Put at Disposal at least corresponding to the recorded exceedance.

## **Art. 15 Tariffs**

### **15.1. General principles**

The Tariffs for Access to the Elia Grid applicable to the Access Holder enter into force on the date set by CREG or, by default, on the date of their publication by CREG.

If CREG has not yet approved the Tariffs for the regulatory period concerned, the Tariffs applicable to the Access Holder are the most recent Tariffs that have been approved by CREG.

If CREG rejects the Tariff proposal with the Elia budget or the amended Tariff proposal with the Elia budget, the applicable Tariffs are those resulting from the application of article 12(8) of the Electricity Act.

The Tariff adjustments resulting from court decisions or an agreement between CREG and Elia will, as the case may be, be applied according to the modalities indicated therein.

If, following one or more court decisions, all or some of the Tariffs are cancelled, the most recent Tariffs approved by CREG before the cancelled Tariffs or, as the case may be, the Tariffs imposed by CREG are temporary applicable, in full or in part depending on the scope of the cancellation, until new Tariffs are approved by CREG, whereupon said new Tariffs come into force according to the modalities indicated therein.

### **15.2. Tariff principles for Access to the Elia Grid**

The Tariff principles for Access to the Elia Grid applicable to the Access Holder are described in Appendix 15 to this Contract. Elia shall draw up the corresponding invoice(s) on the basis of the applicable Tariffs

### **15.3. Tariffs for connection to the Elia Grid**

Insofar as the Access Holder grants Access to the Elia Grid under the Contract for one or more Grid Users who have not yet concluded a connection contract with Elia in accordance with the applicable laws and regulations, the Access Holder will pay the Tariff for the connection on behalf of the Grid User(s) concerned.

The Tariff principles set in Article 15.1 are also applicable to these Tariffs for connection, when they are paid by the Access Holder.

### **15.4. Exemption principle**

In the event that some Generation Units can enjoy a Tariff exemption pursuant to a law or regulation, the exemption is applied to the terms concerned on the basis of the exemption factors communicated to them by the legislator or the regulatory authority competent for the Generation Units in question.

#### **15.5. Tariffs for public service obligations**

The Tariff principles stipulated in Article 15.1 are also applicable to Tariffs for public service obligations. These Tariffs are net amounts, to which VAT must be added. These tariffs are described in Appendix 15 to the present Contract. These amounts are due from the Access Holder to Elia.

#### **15.6. Surcharges and other payments due from the Access Holder**

Any surcharges and other payments established by a competent authority are added to the Tariffs applicable under Article 15. These surcharges and other payments are net amounts, to which VAT must be added. They are described in Appendix 15 to the present Contract. These amounts are due from the Access Holder to Elia.

### **Art. 16 Suspension and/or termination of allocated access rights or of the Contract**

#### **16.1. Overloading of the Elia Grid**

*16.1.1. Suspension and/or termination of Access to the Elia Grid or of the Contract by Elia because of insufficient capacity and/or non-fulfilment of technical requirements*

Without prejudice to the other cases of suspension and/or termination in accordance with the applicable laws and regulations and/or the Contract, Elia may suspend Access to the Elia Grid for one or more Access Points at charge of the Access Holder, without prior legal authorisation being required, solely by means of a justifying registered letter sent to the Access Holder in the following situations:

- 1) in accordance with article 173 of the Grid Code for Transmission and the corresponding provisions of the Local and Regional Grid Codes for Transmission, Elia observes that there is a lack of capacity on the Elia Grid – which means among other things if there is an overload on the Elia Grid or if there is a possible overload on the Elia Grid, including cases of unavailability of all or part of the capacity for reasons of safety, reliability or efficiency of the Elia Grid;
- 2) the Access Holder (or the Grid User for whom he is acting) does not or no longer complies with the technical requirements mentioned in the Grid Codes as stated, among other things, in Article 20 of the Contract or in the connection contract and thereby seriously endangers the safety, reliability or efficiency of the Elia Grid;
- 3) if the Access Holder (or the Grid User for whom he is acting) does not or no longer complies with the technical requirements mentioned in the Grid Codes as stated, among other things, in Article 20 of the Contract or in the connection contract and thereby endangers the safety, reliability or efficiency of the Elia Grid and, after being given notice of default by Elia, does not remedy the situation within the reasonable period of time indicated;
- 4) in accordance with Article 14 of the Contract, Elia notes that the Power Put at Disposal has been exceeded entailing a risk for the electrical installations concerned or for the security, reliability or efficiency of the Elia Grid.

The consequence of suspending Access to the Elia Grid for all the Access Points allocated under the Contract shall be suspension of the entire Contract.

If the situation that gave rise to the suspension of Access to the Elia Grid for one or more Access Points or of the entire Contract in accordance with this stipulation has not been remedied within 30 days from the date of receipt of the registered letter giving notification of the suspension to the Access Holder, Elia may automatically terminate the Contract or suspend access for one or more Access Points, without prior legal authorisation being

required, simply by sending a justifying registered letter to the Access Holder. Receipt of the aforementioned registered letter will be considered to have taken place three days after it was sent.

#### 16.1.2 Complete or partial interruption of a Generation Unit's Access to the Elia Grid

Elia may completely or partially interrupt a Generation Unit's Access to the Elia Grid in situations where Elia observes that the Elia Grid or part thereof is overloaded and the safety, reliability or efficiency of the Elia Grid or part thereof is or may be endangered. Elia interrupts or reduces the Generation Unit's Access to the Grid Unit and other Generation Unit's Access thereto:

- in accordance with the regulatory provisions and principles regarding transparency and non-discrimination; and
- insofar as the safety, reliability or efficiency of the Elia Grid allow this, in accordance with the provisions and principles regarding priority for Generation Units using renewable energy sources and, as the case may be, quality cogeneration sources; and
- taking into account the possible Flexible Access designation of the Access.

The complete or partial interruption of one or more Access Points concerned takes place in accordance with the technical requirements indicated in the connection contract and, as the case may be, without prejudice to the procedures referred to in the concluded CIPU Contract, on the basis of a simple Elia instruction to the Access Holder to interrupt or reduce Access, without any prior legal authorisation or registered letter in advance being required. Without prejudice to the procedures indicated in the CIPU Contract, Elia shall provide the Access Holder, upon written request by the latter, with a justifying written report about the cause and duration of the measure, in accordance with the provisions of the applicable Grid Code related to the said communication.

The duration of the interruption or reduction shall depend on how the load is changing on the Elia Grid or part thereof, on the scale of the congestion and on the control of the number of interruptions or reductions. Any possible adjustments to the Access Responsible Party's perimeter, or any possible compensation for the energy not generated and/or for the green or CHP certificates not allocated for the energy not generated, in case of complete or partial interruption of Access to the Elia Grid, shall be managed outside the framework of the Contract, on the basis of the legislation in force, with clarifications provided by the competent regulatory authority.

Should the Access Holder disregard on a single occasion any instruction by Elia to interrupt or reduce Access without providing evidence of force majeure, this shall irrefutably constitute a breach of the Access Holder's obligations, for which, without prejudice to the provisions relating to the responsibility arising from the applicable contracts, Elia shall take the measures laid down in Article 16.1.1 of the Contract and, where appropriate, may demand the complete or partial termination of the Contract in accordance with Article 16.2 of the Contract.

Where, after formal notice by registered letter concerning the disregard for the instruction by Elia to interrupt or reduce Access and having failed to provide evidence of force majeure, the Access Holder disregards for the second time an instruction by Elia to interrupt or reduce Access without providing evidence of force majeure, Elia may rightfully completely or partially terminate the Contract without any prior legal authorisation being required, by simply sending a justifying registered letter addressed to the Access Holder. The said registered letter is considered to have been received 3 days after having been sent.

The partial termination indicated above refers to the termination of the Contract in relation to the Access Point(s) for which Elia's instruction to interrupt or reduce Access was disregarded by the Access Holder.

The power to interrupt or reduce Access to the Elia Grid for the Generation Unit concerned to which Flexible Access is granted is an essential element of the Contract, in the absence of which Flexible Access to the Elia Grid for the Access Holder must be rejected.

## 16.2. Termination of the Contract by both Parties

Without prejudice to the other cases of suspension and/or termination in accordance with the applicable laws and regulations and/or the Contract, either Party may terminate the Contract at the expense of the other Party subject to prior legal authorisation if:

- 1) the other Party fails to fulfil one of his obligations;
- 2) an important and detrimental change takes place in the legal status, the legal structure, the activities, the management or the financial situation of the other Party, which reasonably leads to the conclusion that it will not be possible for that Party to fulfil the stipulations and conditions of the Contract.

This stipulation does not detract from the Access Holder's right to obtain Access to the Elia Grid once more in accordance with article 15 of the Electricity Act, as soon as the obligations of the Access Holder are fulfilled and he is once more in a position to fulfil the obligations of an Access Holder.

### **16.3. Cancellation by the Access Holder**

Without prejudice to the other cases of suspension and/or termination in accordance with the applicable laws and regulations and/or the Contract, the Access Holder may terminate the Contract subject to a three months' prior notice simply by sending a registered letter to Elia, provided that no Access Points remain the subject of the Contract by the end of this three month cancellation period at the latest.

If the Access Holder still has not fulfilled all his contractual obligations at the end of the cancellation period, the Contract shall remain in force for the fulfilment of these obligations until all contractual obligations by the Access Holder have been properly fulfilled in accordance with the Contract.

### **16.4. Consequences of suspension and/or termination by the Access Holder**

In all cases of suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the entire Contract because of a shortcoming on the part of the Access Holder, the latter shall remain obliged to fulfil all the payment obligations throughout the duration of or in relation to the suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the Contract, and these payment obligations shall in that case be due immediately, regardless of any stipulation to the contrary.

In all other cases of suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the entire Contract the Access Holder shall remain obliged to fulfil all the payment obligations which arose during or after the suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the Contract, in accordance with the applicable deadlines. The Access Holder shall in this case not be able to invoke suspension and/or termination in order to suspend or terminate his own obligations.

### **16.5. Transfer of the rights and obligations of the Access Holder**

In all cases of suspension and/or termination of Access to the Elia Grid for one or more Access Points and/or of the entire Contract because of a shortcoming on the part of the Access Holder, and so long as the Access Holder is not himself the Grid User and without prejudice to the applicable laws and regulations as well as the preceding provisions, the Grid User concerned may take over the rights and obligations of the Contract for the Access Points that concern him. To this end, he shall sign the Access Contract and shall fulfil all the conditions and obligations set out by the Access Contract, without prejudice to where appropriate the launch of the procedure of designation of another physical or legal person as Access Holder pursuant to the procedure set out in Article 8.2.

As set out in Article 9.3 of the present Contract, if the Grid User concerned does not take over the rights and obligations of the present Contract for those Access Points, at least within the deadline for designation of another Access Holder, Elia may disconnect those Access Points. Elia will inform the regulator concerned about that disconnection after notice has been served by Elia to the Grid User by registered letter. A copy of this notice shall be sent to the regulator concerned.



## **16.6 Deletion of Access Point(s) from the Access Contract due to cessation of industrial activities**

The Access Holder may request the deletion of that/those Access Point(s) from the Access Contract and from the Access Register with three months' notice simply by sending a registered letter to Elia. At the end of that period of notice, the rights and obligations deriving from the present Contract and relating to that/those Access Point(s) will come to an end.

If the Grid User is not his own Access Holder, the extinction of the rights relating to the aforementioned Access Point(s) may only be done if:

- the Grid User concerned has sent a disconnection request to Elia within the framework of the connection contract ; or
- if the Access Holder has provided Elia with the explicit written authorisation of the Grid User regarding the deletion of the Access Point(s).

If these conditions are not met, the request to deletion of the concerned Access Point(s) formulated by the Access Holder, as far as he is not the concerned Grid User, will be void.

If the Access Holder has not fulfilled all his obligations with regard to that/those Access Points by the end of the period of notice, the present Contract – insofar as they relate to that/those Access Point(s) – will remain in force for the fulfilment of those obligations until all the Access Holder's obligations regarding that/those Access Point(s) have been fulfilled in accordance with the present Contract.

## **Art. 17 Procedure for reporting the measurements associated with the Access Points**

Elia provides the metering data in accordance with the applicable laws and regulations, and makes the validated metering data available at least on a monthly basis.

If Elia provides metering data that have not been validated, this does not imply any guarantee on their completeness and correctness, while deploying the means at its disposal to ensure the quality of even the non-validated metering data. Elia cannot be held liable in any way whatsoever for Damage arising from or in relation to non-validated metering data.

The Parties can agree to provide additional specific services in relation to metering data.

## **Art. 18 Liability of the Parties under the Contract**

The stipulations that follow hereafter apply to all cases in which the liability of one of the Parties is threatened for any reason whatsoever (contractual, extra-contractual or otherwise); these stipulations apply to all rights, possibilities for appeal or indemnification which the Parties might be able to claim, regardless of the circumstances in which they arise.

The amounts mentioned in this Article are indexed annually on the anniversary of the signing of the Contract, based on the consumer index figure in Belgium for the month prior to that of the anniversary of the signing of this Contract (the "new index figure"). The adjusted amounts are calculated through the application of the following formula: the relevant amount multiplied by the new index figure and divided by the initial index figure. The initial index figure is the index figure for consumer goods in Belgium for the month prior to the month in which the Contract comes into force in accordance with Article 12 of the Contract.

### **18.1. Limitation on Liability**

The Parties are liable one to the other only and exclusively for Damage caused through deception, deliberate or heavy fault committed by one of the Parties against the other Party under the Contract.

In the case of heavy fault error by Elia, the latter's total liability for the Damage arising from this serious error is limited to a maximum of EUR 300 for each MWh that could not be injected and/or taken off because of that fault at an Access Point for the duration of the interruption to the grid.

Without prejudice to the maximum amount of EUR 300 in the preceding paragraph and except in cases of deception or deliberate fault, the liability of the Parties for all damage is limited to a maximum of EUR 1 million for each case of damage and per year, and EUR 5 million per year for all the claims from the Parties and third parties that base their claims entirely or mainly on the same confirmed or suspected cause.

Taking the foregoing paragraphs into consideration, the claims from the Parties and third parties will in this case be settled proportionately.

Under no circumstances, except in a case of deception or deliberate error, shall a Party be liable to the other Party for indirect or unpredictable Damage or for immaterial Damage, including but not limited to loss of profits and/or interruption of business activities.

## **18.2. Safeguards**

Each Party shall safeguard the other Party and hold this Party harmless from all liabilities to or claims from third parties for compensation for Damage caused by or in relation to the non-fulfilment by the first-named Party of the obligations imposed by the applicable laws and regulations and/or the Contract.

## **18.3. Obligation to Damage limitation**

With regard to events or circumstances for which one of the Parties is liable, or in relation to which that Party is obliged for whatever reason to take steps or deploy resources, the other Party shall take the appropriate measures which might reasonably be expected to limit the Damage, taking into account the interests of each of the Parties.

## **18.4. Notification of claim for compensation**

As soon as one of the Parties has knowledge of any claim for compensation (including claims for compensation arising out of a claim on the Access Holder from another Access Holder, Grid User or third party on the Access Holder), for which the Party might be able to claim appeal against the other Party, that Party shall notify the other Party thereof without delay. Notification shall be given by means of a registered letter mentioning the nature of the claim, the amount thereof (if known) and the method of calculation, all of which in reasonable detail and with reference to the legal, regulatory or contractual stipulations on which the claim might be based.

## **Art. 19 Insurance**

Each of the Parties shall take out all the necessary insurance policies in relation to their obligations and liabilities under the Contract.

Each of the Parties expressly undertakes to get the insurer to accept and take over the liability limitations, insofar as provided under the Contract.

Proof of the insurance policies shall be demonstrated by means of a certificate drawn up by the insurer clearly mentioning the values insured and the exclusions, and shall be produced by either Party for the other Party upon request.

## **Art. 20 Declarations and guarantees of the Access Holder**

### **20.1. Declarations and guarantees**

The Access Holder declares and guarantees the following on the date of signing the Contract:

- 1) if the Access Holder is not himself the Grid User, that he has been designated by the Grid User as Access Holder for each Access Point that is included under the Contract;
- 2) that the Grid User(s) who, in case, has (have) designated him as the Access Holder, has (have) declared him, or if the Access Holder is himself the Grid User, that he declares that his (their) installations are in conformity with the legal and regulatory requirements in force or which will be so in the future.

In this respect, the Access Holder undertakes to:

- provide Elia at Elia's first request with sufficiently detailed contractual and/or technical information about the Off-take and/or Injection Points as soon as possible; and
  - inform Elia in advance of any modification to an Off-take and/or Injection Point, permission for which must be granted thereby;
- 3) that he possesses all the permits required under the Electricity Act and the Electricity Decrees and/or ordinances;
  - 4) that he complies with all the applicable obligations under the Electricity Decrees and/or ordinances;
  - 5) that all the information provided in relation to the entering and processing of the Access Application is correct and complete;
  - 6) that, for all the Access Points mentioned in Appendix 2 and which do not supply a Closed Distribution System, an Access Responsible Party and, in the case of the supply of electricity, a corresponding energy supplier have been designated in Appendix 3, 3bis or 3ter. As regards the Access Points that supply a Closed Distribution System that are connected to the Elia Grid, an Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid has been designated in Appendix 14bis.
  - 7) that he fulfils the obligations specified in Articles 3 and 13 of the Contract.

The Access Holder undertakes moreover that he will do everything to ensure that these declarations remain correct and complete and that the guarantees remain valid throughout the duration of the Contract.

## **20.2. Additional stipulations on declarations and guarantees**

The Access Holder undertakes to notify Elia without delay if one or more of the declarations and guarantees described in Article 20.1 of the Contract, together with the declarations or guarantees which were, as the case may be, provided when entering the Access Application, is no longer correct or complete, or if he suspects (or reasonably should suspect) that this will be the case. This applies both to the declarations and guarantees concerning the Access Holder himself and, in the case mentioned in Article 20.3 of the Contract, and to the declarations and guarantees of or relating to each Grid User that that Access Holder has designated.

The Access Holder undertakes to provide Elia with proof that the declarations in Article 20.1 of the Contract (concerning both the Access Holder himself or, in case and in fairness, each Grid User that the Access Holder has designated) are correct and complete, and this within a reasonable period of time after Elia's request therefor.

## **20.3. Acting for Contracting Parties**

The Access Holder expressly confirms hereby that, insofar as the Contract is being concluded by him based on his designation by the Grid User(s), the declarations, guarantees and obligations mentioned in Articles 20.1 and 20.2 of the Contract, are provided and entered into not only in his own name and on his account, but also in the name and on account of the Grid User(s) concerned. The Access Holder expressly declares to this end that he has been appointed by (each of) the Grid User(s).

## **Art. 21 Miscellaneous conditions**

### **21.1. Modification of the Contract**

The present Access Contract may be modified by Elia after approval by the competent regulator in this regard of the changes proposed by Elia, in accordance with the applicable Grid Code.

These changes will be applied to all of the Access Contract in force and shall take effect on the same date.

All changes become effective within a reasonable period of time set by Elia, taking account of the nature of the planned amendments and the imperatives related with the safety, reliability and efficiency of the Elia Grid. Unless another timeframe is imposed by the competent regulator(s) for approval of the changes to the Access Contract or this timeframe arises from the applicable legislation in this regard, the reasonable period of time stated above may not be shorter than fourteen (14) calendar days after Elia has sent a registered letter to the Access Holders, notifying them of the changes to the Access Contract.

### **21.2 Contact persons, signature and notifications**

The notifications to be effected under the Contract must be addressed to the contact persons as mentioned in Appendix 5 to the Contract as far as Elia is concerned and to the contact persons as mentioned in Appendix 1 to the Contract as far as the Access Holder is concerned.

Modifications to the details of these contact persons must be communicated to the other Party at least five (5) working days before the change comes into force.

Electronic signatures may be used to sign the Contract and/or its Appendices, pursuant to the conditions specified in the Act of 9 July 2001 determining some rules concerning the legal framework for electronic signatures and certification services.

### **21.3. Transfer of obligations**

Each of the Parties undertakes to transfer the rights and obligations arising from the Contract neither wholly nor in part (including any transfer as a result of merger, split or transfer or contribution of a generality or a branch of business (whether or not under the automatic transfer rules)) to a third party without the prior, express and written consent of the other Party, who shall not reasonably withhold or delay that consent, especially as concerns a possible merger or split up of partnerships.

The Contract, with the rights and obligations arising there from, can nevertheless be freely transferred to partnerships which are considered as an associated company of one of the Parties as described by article 11 of the Belgian Companies Code, on condition however that the transferee undertakes to transfer such rights and obligations back to the transferor (and the transferor undertakes to accept them) as soon as the association between the transferor and the transferee ceases to exist.

### **21.4. Complete Contract**

Without prejudice to the application of the relevant laws and regulations, the Contract and its Appendices comprises the complete agreement between the Parties and contains all the agreements that were reached between the Parties within the framework of the Contract.

The Access Holder accepts irrevocably and unconditionally that his general purchasing conditions or other general conditions in no way apply to the rights and obligations of the Parties in relation to Access to the Elia Grid. This exclusion shall remain in force throughout the duration of the Contract, notwithstanding any subsequent correspondence from the Access Holder whereby the latter might propose the applicability of his general purchasing conditions or other general conditions.

### **21.5. Separability**

If one of the stipulations in the Contract proves to be invalid or is declared null and void, this shall not affect the validity of the other stipulations. If such invalidity or nullity is confirmed, a

new stipulation will be proposed by Elia to replace the stipulation concerned, in accordance with the applicable laws and regulations.

**21.6. Continued effect**

If the Access Holder is not the Grid User himself but another physical or legal person, without prejudice to what is stipulated in Article 20.3 of the Contract, the Access Holder undertakes to ensure that the relevant stipulations of Articles 16, 18 and 21 continue to have effect in any contract to be concluded with his Grid Users after signing the present Contract by including them in such contracts as an irrevocable condition of the Grid Users for the benefit of Elia.

The Access Holder guarantees that his Grid Users will respect these rules in any involvements with Elia they might have. He will provide proof thereof at Elia's first request.

The same obligation applies to Elia in its relationship with its contracting parties. As far as the current contracts are concerned, the Parties are obliged in good faith to negotiate the interpolation of the aforementioned continued-effect clause in those contracts when the current contract is amended, extended or adjourned.

**21.7. Applicable law**

This Contract is governed exclusively by Belgian law.

Drawn up in Brussels in two originals, of which each Party concerned acknowledges having received one. The official version has been drawn up in Dutch and French, without one version taking precedence over the other; the English version is solely for information purposes.

**ELIA TRANSMISSION BELGIUM**, represented by:

[•]

**David Zenner**

[•]

Customer Relations Manager

Date:

Date:

[•], represented by:

[•]

[•]

[•]

[•]

Date:

Date:

## PART III: PARTICULAR CONDITIONS

Appendix 1:	Identity and personal details of the Access Holder
Appendix 2: ([•])	Designation and/or change of designation of the Access Holder and addition of Access Points to an Access Contract
Appendix 3: ([•])	Designation and/or change of duration of designation of the Access Responsible Party charged with off-take and injection and communication of the corresponding Energy Supplier
Appendix 3bis A):	Designation and/or change of duration of designation of the Access Responsible Party charged with off-take of the load and communication of the corresponding Energy Supplier
Appendix 3bis B):	Designation and/or change of duration of designation of the Access Responsible Party charged with injection of Local Production and communication of the corresponding Energy Supplier
Appendix 3ter:	Designation and/or change of duration of designation of the Access Responsible Parties charged with off-take or injection and communication of the corresponding Energy Supplier
Appendix 4:	Not applicable – deleted
Appendix 5:	Elia contact persons
Appendix 6:	Calculation of Bank Guarantee
Appendix 7:	Standard Bank Guarantee form
Appendix 8:	Not applicable – deleted
Appendix 9:	Percentage allocation to balancing perimeters of Access Responsible Parties for Access Points belonging to a generating site
Appendix 10:	Fixed-band supplies
Appendix 11:	Flexible-band supplies
Appendix 12:	Authorisation relating to Appendix 2 to the Access Contract, to be given by the Grid User
Appendix 13:	Authorisation relating to Appendices 3 to 3ter to the Access Contract, to be given by the Grid User
Appendix 14:	Rules agreed between Elia and the Closed Distribution System Operator connected to the Elia Grid, to organise access for Users of the Closed Distribution System
Appendix 14bis:	Designation and/or change of duration of designation of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid
Appendix 14ter:	Allocation (expressed in percent) to the balancing perimeters of the Access Responsible Parties for the CDS Access Point, relating to a generation unit in the Closed Distribution System that is connected to the Elia Grid
Appendix 15:	Tariff principles and invoicing process

## **Appendix 1: Identity and personal details of the Access Holder**

(see Article 4.1, Article 8 and Article 21.2)

The undersigned Party (business details of the Access Holder):

Company:	[•]
Head office address:	[•] [•] [•] [•][•] [•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by (name + position):	1. [•][•] [•]
	2. [•] [•]

acts as Access Holder for each Access Point which is included in the Access Contract with reference [•] and in the capacity of: (indicate what is appropriate):

- Grid User
- Closed Distribution System Operator for the Access Point(s) supplying the Closed Distribution System connected to the Elia Grid, listed in Appendix 14 of the Access Contract
- Other

### **Invoicing details:**

#### **Invoicing address<sup>1</sup>**

Company: [•]  
VAT no.: [•]  
Company reg. no.: [•]  
Head office address: [•]

#### **Contact person (representing the company)**

Name + position: [•][•]  
Tel.: [•]  
Fax: [•]  
E-mail: [•]

#### **Company invoiced<sup>2</sup>**

Company: [•]  
VAT no.: [•]

<sup>1</sup> Company to whom the invoice is to be sent, which may differ from the company actually invoiced.

<sup>2</sup> Company actually invoiced, which may differ from the company to whom the invoice is to be sent.



Company reg. no.: [•]

Head office address: [•]

**Contact person (representing the company)**

Name + position: [•][•]

Tel.: [•]

Fax: [•]

E-mail: [•]

**Details of the Access Holder's contact persons**

<b>Contact person for Contractual Relations</b>	
Name:	[•][•]
Address:	[•] [•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]
<b>Contact person for Metering and Measurements</b>	
Name:	[•][•]
Address:	[•] [•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]
<b>Invoicing</b>	
<b>Contact person</b>	
Name:	[•][•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]
<b>Invoice address<sup>3</sup></b>	
Company:	[•]
Address:	[•] [•]
VAT no.:	[•]
E-mail (for electronic invoicing):	[•]

<sup>3</sup> Used if no electronic invoicing.

Access Holder agrees to receive all invoices and credit notes relating to this Contract by electronic invoicing<sup>4</sup>

**Date**

**Signature of the Access Holder**

---

<sup>4</sup> If Access Holder has checked this box, all invoices and credit notes relating to this Contract shall be sent to the Company electronically.

**Appendix 2 (I•)Elia:**

**Identification and addition of Access Points, designation and/or change of designation of the Access Holder**

(see Articles 8 and 9)

This Appendix forms an integral part of the Access Contract with reference [•]Elia

The Grid User may either designate himself as Access Holder or designate another physical or legal person to fulfil this role in accordance with Article 8 of the Contract.

Details of the Grid User:

Company:	[•]	To be completed by Elia
Head office address:	[•] [•] [•] [•][•] [•]	Elia
VAT no.:	[•]	Elia
Surname, first name:	[•][•]	To be completed by the Grid User
Position:	[•]	Grid User
Tel.:	[•]	Grid User
E-mail:	[•]	Grid User
Postal address:	[•] [•] [•] [•][•] [•]	Grid User

Access Points concerned and duration of the designation of the Access Holder:

Access Point (EAN code)		Access Point (Grid User _ Site)			Main or Additional Access Point (if applicable)	
Elia		Elia			Elia	
Address Elia					Postcode Elia	
Injection and/or Off-take (I, O, I/O)	Contractual Infrastructure Level (CIL) (*)	First calendar month of access (month/year) <small>Completed in advance by</small>	Final calendar month of access <sup>1</sup> (month/year)	Denomination and nominal power of each Local Generation Unit (MW)	Generation Unit covered by CIPU contract: YES-NO	
Elia	Elia	Elia <small>Editable by</small>	Grid User	Elia	Elia	
[•]	[•]	[•]	[•]	[•]	[•]	
[•][•][•].[•][•][•]						
[•]	[•]	/	/	[•]	[•]	
		Grid User	Grid User			

(\*) **Infrastructure level 1:** in 380/220/150-kV network  
**Infrastructure level 2:** in 70/36/30-kV network  
**Infrastructure level 3:** at the outlets of the transformers to Medium Voltage

<sup>1</sup> This must be filled in if the Access Holder is any other physical or legal person.

The Grid User

designates himself as Access Holder;

designates the following Access Holder as Access Holder for the period specified in the above table. The latter agrees to be the Access Holder for the Grid User's Access Points identified above, for the period specified above.

Details of the Access Holder:

Company:	[•][•]	Grid User
VAT no.:	[•]	Access Holder
Head office address:	[•] [•] [•] [•][•] [•]	Access Holder
Surname, first name:	[•][•]	Access Holder
Position:	[•]	Access Holder
Tel.:	[•]	Access Holder
E-mail:	[•]	Access Holder
Postal address:		Access Holder

The Grid User declares and undertakes that he has read all the provisions of the Access Contract, and in particular those of Articles 8 to 11, 13 and 16.5 of this Contract. He acknowledges that he has understood that, for the Access Points concerning him, any change or termination of the designation of the Access Responsible Party and/or of the Access Holder may lead to suspension of the obligations of the Access Responsible Party and/or of the Access Holder with regard to the Grid User, or even to the shutdown of the Access Points concerning him in accordance with, as the case may be, the applicable legislation.

By this designation, the Access Holder declares that he undertakes to provide the Grid User with a copy of all the Appendices to the Contract relating to the Access Point(s) concerning him, duly filled in and signed by the Access Holder.

If his designation does not fulfil the requirements set in Article 8 of the Contract for the Access Holder of the Closed Distribution System connected to the Elia Grid, the Access Holder declares that he will renounce his designation as Access Holder for the Access Point(s) supplying this Closed Distribution System, as indicated in Appendix 14, as soon as a User of this Closed Distribution System chooses his own supplier, even if this is before the end of his period of designation.

Signature of Access Holder:

Signature of the Grid User<sup>2</sup>:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

<sup>2</sup> Initials/signature of the Grid User except for authorisation granted in accordance with Appendix 12

**Appendix 3: ([•])**

**Designation and/or change of designation of the Access Responsible Party charged with Off-take and Injection and communication of the corresponding energy supplier**

(see Articles 10, 11 and 20)

This Appendix forms an integral part of the Access Contract with reference [•]

**Designation/change of duration of designation of the Access Responsible Party charged with Off-take and Injection:**

Table of Access Points

Access Point (EAN code)	Name of Access Point + address of the site	First calendar month of designation of ARP	Last calendar month of designation of ARP
		(month/year)	(month/year)
[•]	[•] [•][•][•].[•][•]	/	/
[•]	[•] [•][•][•].[•][•]	/	/
[•]	[•] [•][•][•].[•][•]	/	/

With regard to signing Appendix 9, 10 or 11, it is important to understand the terms “Off-take Energy/Injected Energy” in these Appendices as being (net) off-take energy and (net) injected energy.

The Access Responsible Party specified in more detail below is designated by the Access Holder as the Access Responsible Party charged with Off-take and Injection for:

- each Access Point that is included in the Access Contract with the reference: [•];
- each Access Point with the characteristics indicated in the table above;

and this Access Responsible Party accepts this designation.

*(indicate above whichever applies)*

- The Access Holder designates himself as Access Responsible Party charged with Off-take and Injection (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the following Access Responsible Party charged with Off-take and Injection (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

*(indicate above whichever applies)*

Company details of the company designated as the Access Responsible Party charged with Off-take and Injection:

Company:	[•]
EIC code:	[•]
Head office:	[•] [•] [•] [•][•] [•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

**Communication of the details of the corresponding energy supplier:**

The supplier specified in more detail below is indicated by the Access Holder as the corresponding energy supplier for each Access Point mentioned in the present Appendix.

- The Access Applicant is himself the supplier;
- The Access Applicant communicates the details of the following supplier.

*(indicate above whichever applies)*

First month of activity of the supplier (*)	Last month of activity of the supplier
(month/year)	(month/year)
/	/

(\*) If no explicit period of activities is given for the supplier, it will be deemed that the duration is the same as the duration of the designation of the Access Responsible Party charged with monitoring at the Access Point concerned.

Details of the company indicated as the supplier:

Company:	[•]
Head office:	[•] [•] [•] [•][•] [•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	

Any person completing the present Appendix must provide the Grid User concerned with a copy of the present Appendix.

The signature relates to the designation or change thereof.

Signature of the Access Holder<sup>1</sup>: \_\_\_\_\_ Date:

Signature of the Access Responsible Party charged with Off-take and Injection: \_\_\_\_\_ Date:

Signature of the corresponding energy supplier: \_\_\_\_\_ Date:

<sup>1</sup> Initials/signature of the Access Holder except for where authorisation has been granted in accordance with Appendix 13.

**Appendix 3bis A): ([•])**  
**Designation and/or change of duration of designation of the Access Responsible Party charged with Off-take of the load and communication of the corresponding energy supplier**

(see Articles 10, 11 and 20)

This Appendix forms an integral part of the Access Contract with the reference: [•]

**Designation/change of duration of designation of the Access Responsible Party charged with Off-take of the load**

Table of Access Points

Access Point (EAN code)	Name of Access Point + address of site	First month of designation of Access Responsible Party	Last month of designation of Access Responsible Party
		(month/year)	(month/year)

With regard to signing Appendix 9, 10 or 11, it is important to understand the term “Off-take Energy” in these Appendices as being energy taken off by the load.

The Access Responsible Party specified in more detail below is designated by the Access Holder as the Access Responsible Party charged with Off-take of the load for:

- each Access Point that is included in the Access Contract mentioned above;
- each Access Point with the characteristics indicated in the table above;

and this Access Responsible Party accepts this designation.

*(indicate above whichever applies)*

- The Access Holder designates himself as Access Responsible Party charged with Off-take of the load (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the following Access Responsible Party charged with Off-take of the load (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

*(indicate above whichever applies)*

Company details of Access Responsible Party charged with Off-take of the load:

Company:	[•]
EIC code:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

**Communication of the details of the corresponding energy supplier:**

The supplier defined below is indicated by the Access Holder as the corresponding supplier for each Access Point mentioned in the present Appendix.

- The Access Applicant is the supplier;  
 The Access Applicant communicates the details of the following supplier.

*(indicate above whichever applies)*

Company details of the supplier company:

Company:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

Any person completing the present Appendix must provide the Grid User concerned with a copy hereof.

The effectiveness of the aforementioned designations remains subordinate to the signature of ad hoc contracts and the establishment of the guarantees provided thereunder, from which the present Appendix does not depart.

The signature relates to the designation or change thereof.

(Signature of the Access Holder<sup>1</sup>)

\_\_\_\_\_ Date:

Signature of the Access Responsible Party charged with Off-take of the load

---

<sup>1</sup> Signature of the Access Holder except for where authorisation has been granted in accordance with Appendix 13.



\_\_\_\_\_ Date:  
Signature of the corresponding energy supplier

\_\_\_\_\_ Date:

**Appendix 3bis B): ([•])**  
**Designation and/or change of duration of designation of the Access Responsible Party charged with the injection of Local Production and communication of the corresponding energy supplier**

(see Articles 10, 11 and 20)

This Appendix forms an integral part of the Access Contract with the reference: [•]

**Designation/change (of duration) of designation of the Access Responsible Party charged with Injection of Local Production:**

Table of Access Points

Access Point (EAN code)	Name of Access Point + address of site	First month of designation of Access Responsible Party	Last month of designation of Access Responsible Party
		(month/year)	(month/year)

With regard to signing Appendix 9, 10 or 11, it is important to understand the term “Injected Energy” in these Appendices as being energy injected by Local Production.

The Access Responsible Party specified in more detail below is designated by the Access Holder as the Access Responsible Party charged with Injection of Local Production for:

- each Access Point that is included in the Access Contract mentioned above;
- each Access Point with the characteristics indicated in the table above;

and this Access Responsible Party accepts this designation.

*(indicate above whichever applies)*

- The Access Holder designates himself as Access Responsible Party charged with Injection of Local Production (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the following Access Responsible Party charged injection of Local Production (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

*(indicate above whichever applies)*

Company details of the Access Responsible Party charged with Injection of Local Production:

Company:	[•]
EIC code:	[•]

Access Contract  
Appendix 3bis B): [•]  
Initialed by Elia

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!! For information  
purposes only !!

[•]  
[•]  
  
Initialed by the Access Holder:  
Initialed by the ARP charged with injection of  
Local Generation:  
Initialed by the energy supplier:

Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

**Communication of the details of the corresponding energy supplier**

The supplier defined in more detail below is indicated by the Access Holder as the corresponding supplier for each Access Point mentioned in the present Appendix.

- The Access Applicant is the supplier;  
 The Access Applicant communicates the details of the following supplier;  
*(indicate above whichever applies)*

Company details of the supplier company:

Company:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

Any person completing the present Appendix must provide the Grid User concerned with a copy hereof.

The signature relates to the designation or change thereof.

(Signature of the Access Holder<sup>1</sup>)

\_\_\_\_\_ Date:

Signature of the Access Responsible Party charged with Injection of Local Production

\_\_\_\_\_ Date:

Signature of the corresponding energy supplier

\_\_\_\_\_ Date:

---

<sup>1</sup> Signature of the Access Holder except for where authorisation has been granted in accordance with Appendix 13.

**Appendix 3ter:**  
**Designation and/or change of duration of designation of the Access Responsible Parties charged with Off-take or Injection and designation of the corresponding energy supplier**  
 (see Articles 8, 11 and 20)

This Appendix forms an integral part of the Access Contract with the reference: [•]

**Designation/change of duration of designation of the Access Responsible Party charged with monitoring of the (Net) Injected Energy**

**Table of Access Points**

Access Point (EAN code)	Name of Access Point + address of site	First month of designation of Access Responsible Party	Last month of designation of Access Responsible Party
		(month/year)	(month/year)

With regard to signing Appendix 9, 10 or 11, it is important to understand the term “Off-take Energy/Injected Energy” in these Appendices as being (Net) Off-take Energy and (Net) Injected Energy.

***Company details of the Access Responsible Party charged with Injection:***

Company:	[•]
EIC code:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

This Access Responsible Party is charged with monitoring the (Net) Injected Energy.

He is designated by the Access Holder as the Access Responsible Party charged with Injection for:

- each Access Point that is included in the Access Contract mentioned above;  
 each Access Point with the characteristics indicated in the table above;

and this Access Responsible Party accepts this designation.

*(indicate above whichever applies)*

- The Access Holder designates himself as Access Responsible Party charged with Injection (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the Access Responsible Party charged with Injection mentioned above (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

*(indicate above whichever applies)*

This Access Responsible Party declares to have concluded at least one contract of coordination of the Injection of the Production Units for the Access Points mentioned in the table above.

**Company details of the Access Responsible Party charged with Off-take:**

Company:	[•]
EIC code:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

This Access Responsible Party is in charged with monitoring the (Net) Off-take Energy.

He is designated by the Access Holder as the Access Responsible Party charged with Off-take for:

- each Access Point that is included in the Access Contract with the reference [•];
- each Access Point with the characteristics indicated in the table above;

and this Access Responsible Party accepts this designation.

*(indicate above whichever applies)*

- The Access Holder designates himself as Access Responsible Party charged with Off-take (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the Access Responsible Party charged with Off-take mentioned above (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

*(indicate above whichever applies)*

**Communication of the details of the corresponding energy supplier**

The supplier defined in more detail below is designated by the Access Holder as the corresponding supplier for each Access Point mentioned in the present Appendix.

- The Access Applicant is the supplier.
- The Access Applicant communicates the details of the following supplier.

Access Contract  
Appendix 3ter: [•]  
Initialled by Elia

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[•]  
[•]

Initialled by the Access Holder:  
Initialled by the ARP charged with  
monitoring of (Net) Off-take Energy:  
Initialled by the ARP charged with  
monitoring of (Net) Injected Energy:  
Initialled by the energy supplier:

(indicate above whichever applies)

Company details of the supplier company

Company:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

Any person completing the present Appendix must provide the Grid User with a copy hereof.

### 1. Allocations to the balancing perimeters

#### A. Allocation to the perimeter of the Access Responsible Party charged with monitoring the (Net) Injected Energy

The quantity defined, on a quarter-hourly basis, by the following equation is allocated to the perimeter of the responsibility for access of the Access Responsible Party charged with monitoring the (Net) Injected Energy, for each Access Point:

$$Q_{qh} = \text{Max} [0; I_{qh}]$$

where:

Q = value allocated to the perimeter of responsibility for access;

qh = quarter-hour; I = (Net) Injected Energy at the Access Point concerned.

#### B. Allocation to the perimeter of the Access Responsible Party charged with monitoring the (Net) Off-take Energy

The quantity defined, on a quarter-hourly basis, by the following equation is allocated to the perimeter of the responsibility for access of the Access Responsible Party charged with monitoring the (Net) Off-take Energy, for each Access Point concerned:

$$Q_{qh} = \text{Max} [0; Pr_{qh} * \alpha]$$

where:

Q = value allocated to the perimeter of responsibility for access;

qh = quarter-hour;

Pr = (Net) Off-take Energy at the Access Point concerned;

$\alpha = (1+X)$  (where X is a correction for the grid losses in accordance with articles 161 and 162 of the Grid Code for Transmission).

Factor X – expressed as a percentage – will be published on Elia's website and may be modified if necessary on the basis of the losses measured.

Access Contract  
Appendix 3ter: [•]  
Initialled by Elia

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!! For information  
purposes only !!

[•]  
[•]

Initialled by the Access Holder:  
Initialled by the ARP charged with  
monitoring of (Net) Off-take Energy:  
Initialled by the ARP charged with  
monitoring of (Net) Injected Energy:  
Initialled by the energy supplier:

The Access Responsible Party charged with monitoring the (Net) Off-take of Energy and the ARP charged with monitoring the (net) injection of Energy must exchange any information necessary, at those Access Points, that would enable the Access Responsible Party charged with injection to present his daily Nomination, as well as to manage his nominated balance in real time and that would enable the Access Responsible Party charged with off-takes to manage his nominated balance in real time.

## 2. Nominations

The Access Responsible Party charged with monitoring the (Net) Injected Energy will assume the obligations relating to Nominations for all the Off-takes and/or Injections of the Access Point(s) concerned. The Access Responsible Party charged with monitoring the (Net) Injected Energy will nominate in his own name and in the name and on account of the Access Responsible Party charged with monitoring the (Net) Off-take Energy.

In particular, the Nominations that must be submitted in accordance with the contract for the coordination of the production units (established in accordance with articles 198 *et seq.* of the Grid Code for Transmission) are Nominations relating to Injection from Local Production.

Similarly, the Nominations relating to the Off-take of the load must be submitted under Appendix 3ter.

The result deriving from the combination of Nominations relating to the Off-take of the load and to Injection from Local Production will be calculated by Elia.

In relation to the evaluation of the Nomination by Elia (as described in the Access Responsible Party Contract):

- if that result represents Injected Power, it will be taken into account in the perimeter of the Access Responsible Party charged with monitoring Injected Energy;
- if that result represents Off-take Power, it will be taken into account in the perimeter of the Access Responsible Party charged with monitoring Off-take Energy.

The result deriving from the combination of Nominations relating to the Off-take of the load and to Injection from Local Production will be made available to the Access Responsible Party(/Parties), each for that part which concerns them, after the Access Responsible Party charged with monitoring Injection has introduced the Nomination of the Access Point(s) concerned.

Signature of the Access Responsible Party charged with monitoring (Net) Off-take Energy

\_\_\_\_\_ Date:

Signature of the Access Responsible Party charged with monitoring (Net) Energy Injection

\_\_\_\_\_ Date:

(Signature of the Access Holder<sup>1</sup>)

\_\_\_\_\_ Date:

Signature of the corresponding energy supplier

\_\_\_\_\_ Date:

---

<sup>1</sup> Signature of the Access Holder except for where authorisation has been granted under Appendix 13.

Access Contract  
Appendix 3ter: [●]  
Initialled by Elia

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V1/2016  
!! For information  
purposes only !!

[●]  
[●]

Initialled by the Access Holder:  
Initialled by the ARP charged with  
monitoring of (Net) Off-take Energy:  
Initialled by the ARP charged with  
monitoring of (Net) Injected Energy:  
Initialled by the energy supplier:



**Appendix 4:**  
**Deleted – not applicable**

## **Appendix 5: Elia contact persons**

(see Articles 9, 11 and 21.2)

<b>For Elia Transmission Belgium</b>	
<b>Contact person for Contractual Relations</b>	
Name:	Key Account Manager (KAM)
Address:	Keizerslaan 20/Boulevard de l'Empereur 20 1000 Brussels Belgium
Tel.:	+32 (0)2 546 73 88 (switchboard); direct line: .....
Fax:	+32 (0)2 546 70 03 (switchboard); direct line: .....
E-mail:	Customer Service <cs@elia.be>
<b>Access Points</b>	
If you have any questions concerning the Access Points, you can always contact the Key Account Manager (KAM). The list of key account managers for each Access Point can be found on the Elia website.	
<b>Invoicing</b>	
<b>Contact person</b>	
Name:	Settlement Services
Tel.:	+32 (0)2 546 74 74
Fax:	+32 (0)2 546 74 64
E-mail:	Settlement.Services@elia.be
<b>Invoice address</b>	
Company:	Elia Transmission Belgium
Address:	Keizerslaan 20/Boulevard de l'Empereur 20, BE-1000 Brussels
VAT no.:	BE 0476.388.378
<b>Green reporting by suppliers</b>	
<b>Contact person</b>	
Name:	Back Office
Tel.:	+32 (0)2 546 72 36
E-mail:	BackOffice@elia.be
<b>Metering and Measurements</b>	
<b>Contact person</b>	
Name:	Metering Services
Tel.:	+32 (0)2 546 70 90
E-mail:	Metering.Services@elia.be

## **Appendix 6: Calculation of financial guarantee**

(see Article 13.1 and Article 13.2)

The amount of the financial guarantee is the sum of the amounts calculated per Access Point and listed in this Contract in accordance with the following principles. The amount includes VAT.

This amount corresponds to the average calculated over the 12 preceding months of monthly access invoices (basic and second invoices). This amount is reviewed each year, at the latest at the time that renewal of the financial guarantee is required.

If there are no historical Off-take and/or Injection data for a particular Access Point, the amount of the financial guarantee mentioned above must be determined in joint consultation between Elia and the Access Holder and/or Access Applicant. Based on the metering data, both Parties may apply for and receive a modification of the value in accordance with the calculation method described above from the first calendar month thereafter.

## **Appendix 7: Standard bank guarantee form**

(see Article 13.1)

Bank guarantee at first request issued by the bank [•] for the benefit of: Elia Transmission Belgium, a company established under Belgian law with head office at 1000 Brussels, Keizerslaan 20/ Boulevard de l'Empereur 20, company registration number 0476.388.378 (hereafter "you")

Our payment guarantee references: [•] **(to be filled in by the bank)** (to be mentioned in all your correspondence);

Our client [•] (name and address of the instructing client) (hereafter the "client") informs us that he has concluded an Access Contract [•] **(reference and date of the Access contract)** with you regarding access to the Elia Grid (hereafter the "Access Contract").

The Access Contract stipulates, among other things, the issuing of an irrevocable bank guarantee, payable at first demand in the amount of [•] **(euro and amount in figures)** in order to secure the payment obligations of our client.

As a result we, bank [•], hereby irrevocably and unconditionally undertake the payment of a maximum amount of

**(euro and amount in figures and words)**

on receipt of your first written request and without being able to dispute the reasons of such a payment.

This guarantee comes into effect as of today's date.

In order to be valid, any invoking of this guarantee must:

- reach us at the latest on [•] **(expiry date of the guarantee)**; and
- be accompanied by your written statement to the effect that the client has not complied with his obligations in accordance with his Access Contract and has not carried out his payment(s), notwithstanding that you, as Transmission System Operator, have provided the services in accordance with this Access Contract; and
- be accompanied by a copy of the unpaid invoice(s) and a copy of your notice of default.

For identification purposes, any request for payment must be made through a bank that confirms that the signature appearing on your claim letter is legally binding upon you.

If this guarantee is not invoked in accordance with the aforementioned conditions or without the provision of a guarantee extension approved by us, this guarantee automatically becomes null and void and have no value whatsoever on the first calendar day following [•] **(expiry date of the guarantee)**.

This guarantee is subject to Belgian law and Belgium courts alone have jurisdiction to rule on any dispute in relation to this guarantee.

**Appendix 8:**  
**Deleted – Not applicable**

**Appendix 9:**  
**Percentage allocation to balancing perimeters of Access Responsible Parties**  
**for Access Points belonging to a generating site**

(see Articles 10, 11 and 20)

This Appendix forms an integral part of the Access Contract with reference: [•]  
 (hereinafter the "Contract")

**Part I: Information about the parties concerned**

Company:	[•]
EIC code:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

declares that he is the Access Responsible Party charged with the monitoring, as indicated in Appendix 3 to the Contract, of the Access Points listed below, with the following references and belonging to a generating site.

*Table of Access Points*

<b>Access Point (EAN code)</b>	<b>Name of Access Point + address of site</b>	<b>Percentage(s) applicable to the Access Responsible Party charged with monitoring</b>

The Access Responsible Party charged with the monitoring of this (these) Access Point(s), declares that he has concluded a contract with another Access Responsible Party, the scope of which being the division, based on fixed percentage(s), of the energy injected and/or taken off at the aforementioned Access Point(s).

This (these) percentage(s) (hereinafter "Percentage(s)") is (are) taken into account when allocating the energy injected and/or taken off at the perimeters of access responsibility of the Access Responsible Party charged with monitoring and the Access Responsible Party with whom he shares the energy at those Access Points (hereinafter the "Access Responsible Party for Shared Energy").

The Access Responsible Party charged with monitoring and the Access Responsible Party for Shared Energy are in agreement on this principle.

Access Contract  
 Appendix 10: [•]  
 Initialled by Elia

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 V1/2016  
 !! For information  
 purposes only !!  
  
 the fixed band:  
  
 supplier:

[•]  
 [•]  
  
 Initialled by the Grid User:  
 Initialled by the ARP charged with  
  
 Initialled by the Access Holder:  
 Initialled by the relevant energy

Company details of Access Responsible Party for Shared Energy:

Company:	[•]
EIC code:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

### **Part II: Designation and references of the Percentage(s)**

The Percentage(s) listed in the Table of Access Points is/are fixed throughout the duration of the Contract unless modified. The Percentage(s) may be modified and shall take effect on the first day of each new calendar month, so long as that calendar month comes within the duration of the Contract. An application for modification must be made by sending a new version of this Appendix indicating the modified Percentage(s) to the Customer Service (Back-office), at the latest two working days before the first day of the new calendar month.

If several Access Points relate to the same Generation Unit, then the Percentage(s) must be equal for the same of the Access Points concerned.

### **Part III: Allocations to the Balancing Perimeters**

A: Allocation to the perimeter of the Access Responsible Party charged with the monitoring

The Access Responsible Party charged with the monitoring is obliged to provide the Access Responsible Party for Shared Energy of this (these) Access Point(s) with the necessary information about the value that will be allocated to his perimeter of access responsibility so that the Access Responsible Party for Shared Energy can properly manage his nominated balance and in real time.

The following is allocated for each Access Point concerned to the perimeter of access responsibility of the Access Responsible Party charged with monitoring, on a quarter-hourly basis:

$$Q_{qh} = P * PrI_{qh} * \alpha$$

where:

- Q = value allocated to the perimeter of access responsibility;
- qh = quarter-hour;
- P = Percentage defined for Access Responsible Party charged with the monitoring of the Access Point concerned;
- PrI = Off-take or Injection of energy at the Access Point concerned;
- $\alpha$  = (1+X) (where X is a correction for grid losses in accordance with articles 161 and 162 of the Grid Code for Transmission) if PrI concerns an Off-take, otherwise this value is 1. Factor X shall, expressed as a percentage, be published on Elia's website and may be modified if necessary on the basis of the losses measured.

Access Contract  
Appendix 10: [•]  
Initialled by Elia

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V1/2016  
!! For information  
purposes only !!  
  
the fixed band:  
  
supplier:

[•]  
[•]  
  
Initialled by the Grid User:  
Initialled by the ARP charged with  
  
Initialled by the Access Holder:  
Initialled by the relevant energy

B: Allocation to the perimeter of the Access Responsible Party for Shared Energy

The following is allocated for each Access Point concerned to the perimeter of access responsibility of the Access Responsible Party for Shared Energy, on a quarter-hourly basis:

$$Q_{qh} = (1 - P) * PrI_{qh} * \alpha$$

where:

- Q = value allocated to the perimeter of access responsibility;
- qh = quarter-hour;
- P = percentage defined for Access Responsible Party charged with the monitoring of the Access Point mentioned above;
- PrI = Off-take or Injection of energy at the Access Point mentioned above;
- $\alpha$  = (1+X) (where X is a correction for grid losses in accordance with articles 161 and 162 of the Grid Code for Transmission) if PrI concerns an Off-take, otherwise this value is 1. Factor X shall, expressed as a percentage, be published on Elia's website and may be modified if necessary on the basis of the losses measured.

**Part IV: Nominations**

The Access Responsible Party charged with the monitoring is responsible for the obligations regarding Nominations for all Off-take and/or Injections at the Access Point(s) concerned. However, for the assessment of the Nominations under the Access Responsible Party Contract of the Access Responsible Party charged with the monitoring and the Access Responsible Party for Shared Energy, Elia will take into account the Percentage(s) as described above.

**Part V: Entry into force**

This Appendix shall come into force on [●].

Signature of the Access Responsible Party charged with monitoring

\_\_\_\_\_

Signature of the Access Responsible Party for Shared Energy

---

Access Contract Appendix 10: [●] Initialled by Elia	3/8 V1/2016 !! For information purposes only !!  the fixed band:  supplier:	[●] [●]  Initialled by the Grid User: Initialled by the ARP charged with  Initialled by the Access Holder: Initialled by the relevant energy
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**Appendix 10:**  
**Fixed-band supplies, ref.: \_\_\_\_\_ Date: \_\_\_\_\_**  
 (see Articles 8, 11 and 20)

This Appendix forms an integral part of the Access Contract with reference [•]

It concerns the case in which the Grid User:

- has concluded supply contracts with several suppliers, and
- the scope of one or more of those supply contracts is for the supply of a fixed quantity of energy (hereinafter “fixed-band supplies”)

for the same Access Point (for which, in accordance with the aforementioned Access Contract, he himself acts as Access Holder or for which he has designated a third party as Access Holder).

This document governs the designation, by the Access Holder, of the Access Responsible Party to which is allocated the relevant fixed-band supply at an Off-take Point, in accordance with Part III b) of the present Appendix, hereinafter referred to as the “Access Responsible Party for fixed band”.

**Part I: Information about the parties concerned**

Details of the Grid User:

Surname, first name:	[•]
Position:	[•]
Company:	[•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]

declares he is the Grid User of the Off-take Points with the following references:

Access Points (Off-take Points) (EAN code)	Name of Access Point + address of site

The Grid User declares he has concluded a contract with a supplier for fixed-band supplies to the Off-take Points mentioned above, whose references are set out below:

Access Contract  
 Appendix 10: [•]  
 Initialled by Elia

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 !! For information  
 purposes only !!  
 the fixed band:  
 supplier:

[•]  
 [•]  
 Initialled by the Grid User:  
 Initialled by the ARP charged with  
 Initialled by the Access Holder:  
 Initialled by the relevant energy

Company details of the supplier company:

Company:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

These fixed-band supplies shall be included in the balancing perimeter of the Access Responsible Party (charged with fixed-band supply in accordance with the modalities specified hereafter). This Access Responsible Party for fixed-band supplies agrees with the foregoing.

Company details of [Access Responsible Party charged with fixed band:

Company:	[•]
EIC code	[•]
Head office	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

## **Part II: Characteristics of fixed-band supplies**

The power supply mentioned hereunder as fixed-band supplies is one which is specified beforehand between the Grid User and the supplier of the fixed-band supplies and is fixed for the period of time described hereunder. This period must not exceed that of the designation of the Access Responsible Party charged with load monitoring.

The Grid User confirms that the supply of these fixed-band supplies takes place at the Off-take Point mentioned in this Appendix and confirms the quantity and period of time of the fixed-band supplies as indicated hereunder. The Grid User guarantees the accuracy of these details.

The Access Responsible Party charged with fixed-band supplies confirms the fixed-band supplies at a level of

[•] (the value must be expressed in MW)

to be included in his balancing perimeter, in accordance with the modalities specified hereafter and these fixed-band supplies are for the following period:

[•] (start date) from 00:00 up to and including

[•] (end date) to 24:00.

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the fixed band:  
  
supplier:

[•]  
[•]  
  
Initialled by the Grid User:  
Initialled by the ARP charged with  
  
Initialled by the Access Holder:  
Initialled by the relevant energy

Fixed-band supplies must be for a minimum period of 1 (one) calendar month.

If fixed-band supplies are modified before the end-date mentioned above, a new version of this form must be signed, with the complete new fixed-band supplies mentioned therein, sent to the Customer Service at least two (2) working days before the beginning of the modification with the words "Modification to fixed-band supplies" provided in ref.: [•] with date [•].

The Grid User confirms that the Nomination of the Access Responsible Party charged with fixed-band supplies must include the aforementioned value of fixed-band supplies, including grid losses<sup>1</sup>. By signing this Appendix, the Grid User is exempted from confirming/entering the Nomination for fixed-band supplies every day.

**Part III: Allocations at balancing perimeters**

A: Allocation of the monitoring the load at the perimeter of the Access Responsible Party charged with Off-take as determined in Appendix 3, 3bis or 3ter to the Contract.

The Grid User or the Access Holder designated by him is obliged to provide the Access Responsible Party charged with Off-take (or the Access Responsible Party charged with Injection in the case of signature of Appendix 3ter) at this Off-take Point with the information that enables him to enter his daily Nomination, from and throughout the period of designation as Access Responsible Party charged with Off-take (or with Injection in the case of signature of Appendix 3ter) at the aforementioned Off-take Point. When providing this information, account must be taken of the formula below for the monitoring of the load, which may not be negative. The monitoring of the load is calculated with the aid of the following formula:

$$SDC_{qh} = MAX\left(0 ; Pr_{qh} - \sum_{i=NBL} FB_{qh}^i\right)$$

where:

- SDC = monitoring of load;
- qh = quarter-hour;
- Pr = energy taken off from the Off-take Point mentioned concerned;
- NBL = number of fixed-band supplies at the Off-take Point concerned;
- FB = fixed-band supplies.

This monitoring of the load multiplied by (1+X) (where X is a correction for grid losses in accordance with articles 161 and 162 of the Grid Code for Transmission) shall be the value that is included in the balancing perimeter of the Access Responsible Party charged with the monitoring. Factor X shall be published, expressed as a percentage, on Elia's website and may if necessary be modified on the basis of the metered losses.

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<sup>1</sup> Grid losses: the energy that is lost in the Elia Grid through the physical mechanism known as the 'Joule effect'.

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B: Allocation of fixed-band supplies at the perimeter of the Access Responsible Party for fixed-band supplies

If the Off-take Energy for a given quarter-hour at the aforementioned Off-take Point is equal to or greater than the value of the fixed-band supplies as indicated above (or sum of the fixed-band supplies if there is more than one fixed-band supply), the value of fixed-band supplies as indicated above multiplied by (1+X) shall be included in the balancing perimeter of the Access Responsible Party for the fixed-band supply.

If the Off-take Energy for a given quarter-hour at the aforementioned Off-take Point is lower than the value of fixed-band supplies as indicated above (or sum of the fixed-band supplies if there is more than one fixed-band supply), the following will apply:

- if there is only 1 fixed-band supply at the Off-take Point concerned, the Off-take Energy, multiplied by (1+X) will be included in the balancing perimeter of the Access Responsible Party for the fixed-band supply;
- if there are several fixed-band supplies, the Off-take Energy, multiplied by (1+X) will be shared between the fixed-band supplies pro rata to the value of the fixed-band supplies for the quarter-hour concerned. The share of the Access Responsible Party for the fixed-band supply thus obtained will be included in his balancing perimeter.

Signature of the Grid User

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Signature of the Access Responsible Party for the fixed-band supply

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Signature of the Access Holder (if different from the Grid User)

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Signature of the corresponding energy supplier (if different from the Access Responsible Party for the flexible-band supply)

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supplier:

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[●]

Initialled by the Grid User:  
Initialled by the ARP charged with

Initialled by the Access Holder:  
Initialled by the relevant energy

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the fixed band:  
  
supplier:

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Initialed by the Grid User:  
Initialed by the ARP charged with  
  
Initialed by the Access Holder:  
Initialed by the relevant energy

**Appendix 11:**  
**Flexible-band supplies, ref.: \_\_\_\_\_ **Date:****

(see Articles 10, 11 and 20)

This Appendix forms an integral part of the Access Contract with reference [•].

It concerns the case in which the Grid User, for the same Off-take Point (for which, according to the Access Contract, he intervenes himself as Access Holder or for which he has designated a third party as Access Holder), has not only concluded a supply contract with the supplier designated in Appendix 3, 3bis or 3ter of the Access Contract, but also with one or more other suppliers who offer him a flexible-band supply service.

This Appendix governs the designation, by the Access Holder, of the Access Responsible Party to which is allocated the relevant flexible-band supply at an Off-take Point, in accordance with Part III b) of the present Appendix, hereinafter referred to as the "Access Responsible Party for flexible band".

**Part I: Information about the parties concerned**

Details of the Grid User:

Surname, first name:	[•]
Position:	[•]
Company:	[•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]

declares that he is the Grid User of the Off-take Points with the following references:

Access Point (Off-take Point) (EAN code)	Name of Access Point + address of site

The Grid User declares he has concluded a contract with a supplier for flexible-band supplies to the Off-take Point mentioned above, whose references are set out below:

Company details of the supplier company:

Company:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

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Initialed by the Access Holder:  
Initialed by the Grid User:  
Initialed by the ARP charged with the

flexible

band:

Initialed by the relevant energy

supplier:

These flexible-band supplies shall be included in the balancing perimeter of the Access Responsible Party for flexible band in accordance with the modalities specified hereafter. This Access Responsible Party charged with flexible band agrees with the foregoing.

Company details of Access Responsible Party for flexible band:

Company	[•]
(EIC code)	[•]
Head office	[•]
Company reg. no.	[•]
VAT no.	[•]
Represented by	[•]

### **Part II: Characteristics of flexible-band supply**

By the present Appendix, the Grid User authorises the Access Responsible Party for flexible band, who accepts, to deposit with Elia, on behalf of the Grid User, by means of a daily Nomination, the values of the flexible-band supply (including grid losses<sup>1</sup>) as agreed between the Grid User and the supplier and which relate to the balancing perimeter of the Access Responsible Party for flexible band.

The Access Responsible Party for flexible band, by depositing the values of the flexible-band supplies (including grid losses) with Elia in his own name and that of the Grid User, confirms and marks his agreement with the accuracy of those values and with the fact that those values will, in accordance with the provisions below, be included in his balancing perimeter.

By signing this Appendix, the Grid User confides the daily process of confirming/submitted a Nomination with the values for flexible-band supplies to the Access Responsible Party for flexible band. He acknowledges the values sent by the Access Responsible Party for flexible band as being decisive for the calculation of the balancing perimeter of the Access Responsible Party for flexible band and for the calculation of the balancing perimeter for the Access Responsible Party for Off-take.

### **Part III: Allocations to balancing perimeters**

A: Allocation of the monitoring for the load at the perimeter of the Access Responsible Party charged with Off-take as determined in Appendix 3, 3bis or 3ter to the Contract

The Grid User or the Access Holder designated by him is obliged to provide the Access Responsible Party charged with Off-take (or the ARP charged with Injection in the case of signature of Appendix 3ter) at this Access Point from and throughout the period of designation as Access Responsible Party charged with Off-take (or with Injection in the case of signature of Appendix 3ter) at the aforementioned Off-take Point, with the following information:

- The data that enable him to enter his Nomination by the deadlines provided in the contract between the Access Responsible Party charged with Off-take (or

<sup>1</sup> Grid losses: the energy lost on the Elia grid because of a physical mechanism known as the 'Joule effect'.

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		Initialed by the Grid User:
		Initialed by the ARP charged with the
	flexible	band:
		Initialed by the relevant energy
	supplier:	

the ARP charged with Injection in the case of signature of Appendix 3ter) and the Grid User or the Access Holder designated thereby;

- The information required so that one or more of any flexible-band supplies does/(do) not generate additional imbalances, in real time, for the Access Responsible Party charged with Off-take (or the Access Responsible Party charged with Injection in the case of signature of Appendix 3ter) for the Off-take Point concerned.

Up to 1 January 2009, in the absence of an agreement between the parties concerned, the Grid User, or the Access Holder designated thereby, undertakes to ensure that the use of a flexible-band supply in accordance with the present Appendix does not generate a degradation of the off-take profile of the Off-take Points for which he has designated an Access Responsible Party charged with Off-take in accordance with Appendix 3 or 3bis to the Contract.

When providing this information, account must be taken of the formula below for the monitoring of the load, which may not be negative.

$$SDC_{qh} = MAX\left(0 ; Pr_{qh} - \frac{1}{1+X} \sum_{i=NFB} NB_{qh}^i\right)$$

The monitoring of the load is calculated with the aid of the following formula, and this value may not be negative:

$$SDC_{qh} = MAX\left(0 ; Pr_{qh} - \frac{1}{1+X} \sum_{i=NFB} NB_{qh}^i\right)$$

where:

- SDC = monitoring of load;
- qh = quarter-hour;
- Pr = energy taken off from the Off-take Point concerned;
- NFB = number of flexible-band supplies at the Off-take Point concerned;
- NB = value(s) of the daily Nomination(s) relating to the flexible-band supply ("flexible-band Nomination");
- X = correction for grid losses in accordance with articles 161 and 162 of the Grid Code for Transmission.

This monitoring of the load multiplied by (1+X) will be the value that is included in the balancing perimeter of the Access Responsible Party charged with Off-take. Factor X will be published, expressed as a percentage, on Elia's website and may if necessary be modified on the basis of the metered losses.

**B: Allocation of flexible-band supplies to the balancing perimeter of the Access Responsible Party for flexible-band supply**

The Grid User or the Access Holder designated thereby must provide the Access Responsible Party for flexible band at this Off-take Point, from the moment he is designated as Access Responsible Party for flexible band for the said Off-take Point and throughout his tenure, with the data that enable him to enter his daily Nomination.

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Account should be taken of the following when providing such data:

- If the Off-take Energy for a given quarter-hour at the Off-take Point concerned, at the Off-take Point under consideration and multiplied by (1+X), is equal to or greater than the value of the flexible-band Nomination (or the sum of the flexible-band Nominations if there is more than one Access Responsible Party for flexible-band supply), the value of flexible-band Nomination will be included in the balancing perimeter of the Access Responsible Party for the flexible-band supply.
- If the Off-take Energy for a given quarter-hour at the Off-take Point concerned, at the Off-take Point under consideration and multiplied by (1+X), is lower than the value of the flexible-band Nomination (or sum of the flexible-band Nominations if there is more than one Access Responsible Party for flexible-band supply), the following will apply:
  - if there is only one Access Responsible Party for the flexible-band supply, the Off-take Energy, multiplied by (1+X) will be included in the balancing perimeter of the Access Responsible Party for the flexible-band supply;
  - if there are several Access Responsible Parties for flexible-band supplies, the Off-take Energy taken off from the Off-take Point concerned, multiplied by (1+X) will be divided between the balancing perimeters of the various Access Responsible Parties for flexible-band supplies pro rata to their flexible-band Nomination for the quarter-hour concerned.

**Part IV: Commencement and duration**

The present Appendix shall come into force on \_\_\_/\_\_\_/\_\_\_\_\_ and is valid until \_\_\_/\_\_\_/\_\_\_\_\_.

Signature of the Grid User

\_\_\_\_\_

Signature of the Access Responsible Party for flexible band

\_\_\_\_\_

Signature of the Access Holder (if different from the Grid User)

\_\_\_\_\_

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Initialled by the Grid User:  
Initialled by the ARP charged with the

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band:

Initialled by the relevant energy

supplier:

Signature of the corresponding energy supplier (if different from the Access Responsible Party for flexible band)

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Initialed by the Access Holder:  
Initialed by the Grid User:  
Initialed by the ARP charged with the

flexible

band:

Initialed by the relevant energy

supplier:

**Appendix 12:**  
**Authorisation relating to Appendix 2 - ([•]) - to the Access Contract, to be given**  
**by the Grid User** **Date: [•]**

The contract of \_\_\_\_\_ [date] between companies

Company:	[•]	
Head office address:	[•]	
Company reg. no.:	[•]	
VAT no.:	[•]	
Surname and first name of the undersigned Party:	[•]	
Position:	[•]	
Tel.:	[•]	
Fax:	[•]	
E-mail:	[•]	

the Grid User (hereinafter “[X]”),

and

[•], the Access Holder (hereinafter “[Y]”),

with reference \_\_\_\_\_, stipulates the modalities for determining the start and end-dates of this contract.

In this contract, company [X] chooses to designate company [Y] as Access Holder. To this end, [Y] concludes an Access Contract with the operator of the grid, Transmission Belgium (hereinafter “Elia”).

Under the present authorisation, Grid User [X] confirms the designation of [Y] as Access Holder and authorises the latter himself to submit Appendix 2 to the Access Contract “*Identification and addition of Access Points, designation and/or change of designation of the Access Holder*” duly completed in accordance with Article 9 of this same Contract and himself to make the modifications, if any, to the period of validity of the Access Points in accordance with Article 10 of the Access Contract, under the terms of the contract that binds them.

The Grid User hereby declares and accepts that:

- he has freely chosen, with full knowledge of the matter, to authorise the Access Holder to carry out the aforementioned actions;
- he has studied all the provisions of the Access Contract (available on Elia’s website) and, in particular, Articles 8, 9, 10, 11 and 13 of the Access Contract;

- for the concerned Access Points, the change of designation of the Access Responsible Party may lead to the transfer of the obligations of Access Responsible Party to the Grid User, even to the disconnection of the concerned Access Points (see Appendices 3 to 3ter), in accordance with the Grid Codes;
- it will be the Access Holder who makes the subscriptions in accordance with Appendix 4 for the Access Points concerned;
- the band supply may not be made without the agreement of the Access Holder;
- the Access Holder has access to the data relating to the power and energy levels at the Access Points that concern him.

The present Authorisation is granted by [X] under the aforementioned contract for its entire duration and shall be irrevocable throughout that period.

[Y], in its capacity as Access Holder, guarantees Grid User [X] that it will provide Elia with the original of the present Authorisation once it is signed by the Grid User.

The present Authorisation under no circumstances permits the Access Holder to designate another access holder in any way whatsoever.

Made in \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
[X]

\_\_\_\_\_  
[Y]

**Appendix 13:**  
**Authorisation relating to Appendices 3 to 3ter to the Access Contract, to be given by the Grid User** **Date: [●]**

This Appendix does not apply to Access Points supplying a Closed Distribution System connected to the Elia Grid as soon as one Closed Distribution System User chooses his own supplier.

The contract of \_\_\_\_\_ [date] between the companies:

\_\_\_\_\_, the Grid User (hereinafter "[X]"),  
and

[●], the Access Holder (hereinafter "[Y]"),

with reference \_\_\_\_\_ stipulates the modalities for determining the start and end-dates of this contract.

In accordance with this contract, company [Y] chooses to designate the company \_\_\_\_\_ (hereinafter "[Z]" as Access Responsible Party charged with the monitoring).

Under the present authorisation, Grid User [X] confirms the designation of [Z] as Access Responsible Party charged with the monitoring and authorises the latter himself (that is, without intervention and signature of the Access Holder) to introduce Appendices 3 to 3ter to the Access Contract, relating to the designation and/or modification of the duration of designation of the Access Responsible Party(/Parties) charged with monitoring, duly completed in accordance with Article 8 of this same Contract and himself to make the modifications, if any, to the period of validity of the Access Responsible Party(/Parties) charged with the monitoring in accordance with Article 11 of the Access Contract.

The Grid User hereby declares and accepts that:

- he has freely chosen, with full knowledge of the matter, to authorise the Access Responsible Party(/Parties) charged with the monitoring to introduce and adapt alone all required modifications to Appendices 3 to 3ter to the Access Contract;
- he has studied all the provisions of the Access Contract (available on Elia's website) and, in particular, Articles 8, 9, 10, 11 and 13 of the Access Contract;
- for the concerned Access Points, the change of designation of the Access Responsible Party may lead to the transfer of the obligations of Access Responsible Party to the Grid User, even to the disconnection of the concerned Access Points (see Appendices 3 to 3ter), in accordance with the Grid Codes;
- it will be the Access Holder who makes the subscriptions in accordance with Appendix 4 for the Access Points concerned;
- the band supply may not be made without the agreement of the Access Holder;
- the Access Holder has access to the data relating to the power and energy levels at the Access Points that concern him.

The present Authorisation is granted by [X] under the aforementioned contract for its entire duration and shall be irrevocable throughout that period.

[Z], guarantees Grid User [X] that it will provide Elia with the original of the present Authorisation once it is signed by the Grid User.

The present Authorisation under no circumstances permits the Access Responsible Party to designate another Access Responsible Party in any way whatsoever.

[X] undertakes to provide [Y] with a copy of the present Appendix.

Made in \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
[X]

\_\_\_\_\_  
[Z]

**Appendix 14: Rules agreed between Elia and the Closed Distribution System Operator connected to the Elia Grid, to organise access for Users of the Closed Distribution System**

This Appendix is an integral part of the Access Contract with reference [•].

This Appendix designates the Closed Distribution System Operator. It organises the cooperation between the Closed Distribution System Operator and Elia and the operating procedures for access by the Closed Distribution System Users.

The parties to this Appendix are:

the Closed Distribution System Operator

Company:	[•]
Head office address:	[•]
Company reg. no.:	[•]
Represented by:	[•]
Position:	[•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]

and

the Access Holder, as designated in Appendix 1 to the Access Contract

and

Transmission Belgium, the Operator of the Elia Grid (hereinafter referred to as “Elia”).

**Article 1. Closed Distribution System concerned**

The Closed Distribution System Operator shall, at the latest upon the signing of this Appendix, provide Elia with a copy of the designation(s) or official declaration(s) for the Closed Distribution System, pursuant to the applicable legislative or regulatory provisions, the Electricity Act and/or the Electricity Decrees and ordinances. This shall not apply to the Railway Traction Network.

Designation as Closed Distribution System on [•] by the authority [•]

Official declaration as Closed Distribution System on [•] by the authority [•]

The Closed Distribution System Operator shall inform Elia of any significant change or repeal of its designation as Closed Distribution System Operator as soon as possible.

Name of the Closed Distribution System and full address of the site on which the Closed Distribution System<sup>1</sup> is located, as defined in the aforementioned designation or declaration:

Name of the Closed Distribution System	Address of the Closed Distribution System site

Even if the Access Contract covers several Closed Distribution Systems for the same Grid User, this Appendix pertains only to the Closed Distribution System located on the site defined above.

The following Access Point(s) supplies(/supply) the Closed Distribution System connected to the Elia Grid:<sup>2</sup>

Access Point (EAN code)	Name of Access Point (Grid user - site)

**Article 2. Role and responsibilities of Elia and of the Closed Distribution System Operator**

**2.1.** The Closed Distribution System Operator shall operate the Closed Distribution System independently, pursuant to the Electricity Act and/or the Electricity Decrees and/or Ordinances. Elia shall under no circumstances be held liable for the obligations of the Closed Distribution System Operator regarding the safety, reliability, efficiency and management of the Closed Distribution System.

**2.2.** If and when the Closed Distribution System Operator concludes contracts with the Closed Distribution System Users, the Access Responsible Parties and suppliers active on the Closed Distribution System respectively and, where necessary, with the Access Holder, the Closed Distribution System Operator shall ensure that such contracts take account of the obligations laid down in this Appendix.

The Closed Distribution System Operator shall in its contracts assert the rights and obligations laid down in the Access and connection contracts concluded with Elia for the Access Point(s) of the Closed Distribution System connected to the Elia Grid.

The Closed Distribution System Operator shall pass on the Elia access and connection invoices and all surcharges and taxes, including the federal contribution, to all the Closed Distribution System Users, on the basis of the tariff principles applicable to this Closed Distribution System. The Closed Distribution System Operator, the Access Holder and/or the Grid User shall at no time avail himself/themselves of this procedure to contest payment of his/their invoices to Elia in full or in part.

**2.3.** Pursuant to Article 18.2 of the Access Contract, the Closed Distribution System Operator shall safeguard Elia from any third-party claim or action for Damages arising from a fault of the Closed Distribution System Operator or third parties acting in his name and on his behalf committed in connection with the tasks defined in this Appendix.

<sup>1</sup> This does not apply to the Railway Traction Network.

<sup>2</sup> ID as indicated in Appendix 2 to the Access Contract.



Elia shall not be held liable in any way whatsoever for any Damage caused to Access Responsible Parties active in this Closed Distribution System, in case of partial and/or total problems with the metering data and processes and/or allocations in the Closed Distribution System.

Such Damage could occur because of erroneous, poor quality or missing data preventing Elia from sending the invoices to the Access Responsible Parties or from being paid because invoices issued to the Access Responsible Parties are contested due to the fault of the Closed Distribution System Operator.

**2.4.** If and for as long as no Closed Distribution System User has chosen his own supplier at the time that this Appendix is signed, Elia shall tacitly continue the tasks that it carried out prior to the signing of this Appendix, and the performance of the rights and obligations described in this Appendix shall be suspended. The Closed Distribution System Operator may put an end thereto at any time. As soon as a Closed Distribution System User has chosen his own supplier, the Closed Distribution System Operator shall immediately inform Elia thereof. The Closed Distribution System Operator shall assume the tasks and responsibilities described in this Appendix and the Contract as promptly as possible and as defined in the regulations.

Under no circumstances must Elia be held liable for any Damage or inconvenience caused because the tasks/responsibilities of the Closed Distribution System Operator were not complied with.

### **Article 3. Metering and metering data**

**3.1.** The Closed Distribution System Operator shall, independently from Elia, manage the metering of all the CDS Access Points, whether or not these Closed Distribution System Users have actively chosen a supplier.

He shall be solely liable for the correct value of the metering data of the CDS Access Points to the Closed Distribution System Users, the suppliers and Access Responsible Parties in charge of monitoring the CDS Access Points.

The Closed Distribution System Operator shall, in particular thanks to the metering of the CDS Access Points placed in its Closed Distribution System with such redundancy as it shall define, attribute to the Balance Responsible Parties active in its Closed Distribution System the whole volume of energy taken off and/or injected into the Closed Distribution System by the Closed Distribution System Users, according to the mechanism described in Article 5 of this Appendix, so that the allocation balance shows no non-allocated residual energy.

**3.2.** The Closed Distribution System Operator must provide the suppliers and Access Responsible Parties responsible for monitoring of the CDS Access Points with the metering data of the CDS Access Points that relate to them.

Elia may ask the Closed Distribution System Operator to provide all such metering data as useful or necessary for fixing the amounts payable to and/or by Elia based on this Contract and/or other contracts concluded by and between Elia and the market players, in particular the Access Responsible Parties active in the Closed Distribution System. The metering data shall in such a case be made available to Elia by the Closed Distribution System Operator in accordance with the frequency and timing indicated by Elia.

Elia reserves the right to place or have placed all metering devices in the Closed Distribution System needed for invoicing or for implementing the Tariffs fixed by CREG. Elia shall in such cases notify the Closed Distribution System Operator of the metering of these generation units and/or loads to establish the allocation referred to in Article 5 of this Appendix.

**3.3.** Before activating the load-shedding and/or flexibility services described in Article 6 of this Appendix, the CDS Access Point that provides the said services to Elia must have a metering system, established

in accordance with the metering standards and also with the metering transmission standards in the case of the load-shedding service, defined specifically for the service to be provided.

The same shall apply to the CDS Access Point(s) for which a CIPU Contract is concluded with Elia.

#### **Article 4. Access Responsible Parties active in the Closed Distribution System**

**4.1.** The task of the Closed Distribution System Operator, as defined in Article 5 of this Appendix, is to allocate all the quarter-hourly energy taken off and/or injected by the Closed Distribution System among all the Access Responsible Parties active in the Closed Distribution System.

The Access Holder of the Closed Distribution System connected to the Elia Grid shall, in such a case, referring to Appendix 14bis, appoint an Access Responsible Party to monitor, where necessary, energy that is by way of exception not allocated in this Closed Distribution System.

**4.2.** When a Closed Distribution System User chooses a supplier for a CDS Access Point or changes supplier for this CDS Access Point, the Closed Distribution System Operator must obtain the contact details of that supplier and of the corresponding Access Responsible Party designated by the Closed Distribution System User.

In the event of an Access Responsible Party active for the first time in the Closed Distribution System, the Closed Distribution System Operator shall notify the Elia contact person for Allocations, Data Exchange and Control indicated in Appendix 5 to the Access Contract of the name of this new Access Responsible Party at least five (5) business days before its first Nomination for a Closed Distribution System position. All Access Responsible Parties active in the Closed Distribution System are to start operating on the first day of a calendar month.

Only an Access Responsible Party that has concluded an Access Responsible Party contract with Elia may be active in the Closed Distribution System and be responsible for monitoring one or more CDS Access Points. Elia shall adapt the balancing perimeter of the Access Responsible Party pursuant to the relevant contract so that the said perimeter includes its position in the Closed Distribution System and that the Access Responsible Party can make the Nominations related to this position in the Closed Distribution System and, if necessary, to the CDS Access Points it monitors.

**4.3.** The Closed Distribution System Operator shall hold the access register listing all the CDS Access Points of the Users of its Closed Distribution System, and when the Users choose a supplier, the suppliers and/or Access Responsible Party or Parties responsible for monitoring the said CDS Access Point(s).

The Closed Distribution System Operator shall assume alone the operational and/or contractual management of the Users of its Closed Distribution System, the suppliers active in this Closed Distribution System and the corresponding Access Responsible Parties (switching of Closed Distribution System Users to other suppliers, appointment process and renewal of Access Holders of the CDS Access Points and their Access Responsible Parties, reminders, possible cut-off of Closed Distribution System Users, reconciliation process, etc.).

The appointment of an Access Responsible Party for a CDS Access Point shall create no contractual relationship between a Closed Distribution System User and Elia. The only existing direct contractual and/or operational relations between Elia and specific Closed Distribution System Users are stated in Articles 3.3 and 6 of this Appendix. The Nomination of the energy volume corresponding to a CDS Access Point shall under no circumstances imply that the said CDS Access Point must be listed in the Elia access register.

**4.4.** Elia and the Closed Distribution System Operator shall notify each other as soon as they become aware of any difficulty encountered by an Access Responsible Party active in the Closed Distribution

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Initialled by the Closed Distribution System Operator:  
Initialled by the ARP:

System that may cause the said Access Responsible Party to end its activities in that Closed Distribution System.

4.4.1. When an Access Responsible Party terminates its Access Responsible Party contract with Elia, such termination shall enter into force pursuant to the conditions set in Article 9.1 of the Access Responsible Party Contract.

During the 3-month (three-month) period of prior notice stipulated in the Access Responsible Party Contract, the Closed Distribution System Operator shall allocate to the said Access Responsible Party the energy volume of all the CDS Access Points the said Access Responsible Party monitors in the Closed Distribution System, provided they are not attributed to one or more other Access Responsible Parties that meet the conditions of Article 4.2 of this Appendix.

The Closed Distribution System Operator shall inform Elia as promptly as possible, and at the latest by the end of the 3-month (three-month) period of prior notice stipulated in the Access Responsible Party Contract, that all the CDS Access Points the said Access Responsible Party was responsible for monitoring have been attributed to one or more other Access Responsible Parties that meet the conditions of Article 4.2 of this Appendix.

4.4.2. When Elia suspends or terminates the Access Responsible Party Contract of an Access Responsible Party active in the Closed Distribution System, it shall inform the Closed Distribution System Operator without delay, pursuant to article 9.3 of the said Access Responsible Party Contract.

Elia shall consult all the parties concerned, including the Closed Distribution System Operator, to designate one or more other Access Responsible Parties that meet the conditions of Article 4.2 of this Appendix. The allocation sent by the Closed Distribution System Operator shall include this change of attribution as of the agreed date. Otherwise, section 4.4.4 shall apply.

4.4.3. The Closed Distribution System Operator shall notify Elia that an Access Responsible Party in the Closed Distribution System has ended its activity and provide the end date. If the Closed Distribution System Operator continues to allocate energy to that Access Responsible Party beyond that date, section 4.4.4. shall apply.

4.4.4. If no new Access Responsible Party is designated to replace the Access Responsible Party that no longer has an Access Responsible Party contract, pursuant to section 4.4.1 or 4.4.2, or which has ended its activity in the Closed Distribution System, pursuant to section 4.4.3, the Access Responsible Party appointed to monitor the energy not allocated in the Closed Distribution System connected to the Elia Grid shall, in accordance with Article 4.1 of this Appendix, assume responsibility in its balancing perimeter for the energy that has been allocated to this Access Responsible Party.

If the allocation sent by the Closed Distribution System Operator does not comply with the change of attribution of the CDS Access Points to one or more other Access Responsible Parties that meet the conditions of Article 4.2 of this Appendix, Elia shall, as soon as this irregularity is detected by one of the parties concerned, consult the Closed Distribution System Operator with a view to making any adjustment required by the UMIG guidelines and Article 5.3 of this Appendix.

## **Article 5. Process of allocation by the Closed Distribution System Operator**

### **5.1. Principles**

The Closed Distribution System Operator shall, even when the allocation is carried out in his name and on his behalf by a third party, be solely responsible for the correct value, the quality and the accuracy of the allocation of off-take and/or injected power by the Access Point(s) of its Closed Distribution System. The fact that the Closed Distribution System Operator is held liable vis-à-vis Elia shall not discharge him of his obligation to provide Elia with the relevant data at the agreed intervals and times.

The Closed Distribution System Operator shall place the allocation data at Elia's disposal and shall also provide the data needed to suppliers and Access Responsible Parties active in his Closed Distribution System.

The fact that Elia provides such allocation data to the Access Responsible Parties active in the Closed Distribution System when needed shall not vest the said Access Responsible Parties with any interests or discharge the Closed Distribution System Operator of this obligation.

## 5.2. Communication of allocation data by the Closed Distribution System Operator to Elia

The Closed Distribution System Operator shall send Elia the quarter-hourly values of injected and/or off-take power in the Closed Distribution System, allocated between the Access Responsible Parties active in that Closed Distribution System.

This is a closed allocation, i.e. an allocation that must distribute all the energy volumes of the Closed Distribution System, including the energy volume constituted by all off-takes and/or injections by Closed Distribution System Users who have not chosen a specific supplier, and losses in the Closed Distribution System.

To enable the Closed Distribution System Operator to allocate its gross energy volume to the Access Responsible Party or Parties in charge of monitoring its injection, each generation unit as of 1 MW situated in the Closed Distribution System has a specific CDS Access Point when the total power installed in the Closed Distribution System exceeds 25 MW.

## 5.3. Allocation data provision and control

The Closed Distribution System Operator shall make available to Elia the allocation data of its Closed Distribution System approved for month-1 through standard files described in the UMIG guidelines available at [www.atrias.be](http://www.atrias.be), on a monthly basis, based on the timeframes stipulated in these documents.

Elia shall control whether the allocation by the Closed Distribution System Operator corresponds to the Off-take and/or Injection at the Access Point(s) of the Closed Distribution System connected to the Elia Grid. Elia shall communicate the result of this control to the contact person indicated in Article 7 of this Appendix.

This control shall in no way limit the responsibility of the Closed Distribution System Operator to provide a closed and correct allocation within the stipulated time-frame and to contact Elia as soon as it detects a potential problem in the allocation process.

If a difference is detected during or after the control of the allocation, the Closed Distribution System Operator must identify the reason for this difference and notify Elia thereof as soon as possible.

The Closed Distribution System Operator shall assess the importance of the error for the month(s) already reported on the basis of criteria set in the UMIG guidelines. In accordance with the UMIG rules, the error will be either corrected by means of an allocation rerun or attributed to the Access Responsible Party responsible for the monitoring of the non-allocated energy in the Closed Distribution System, designated in accordance with Article 4.1 of this Appendix.

In the case of a rerun, in accordance with the UMIG guidelines, the Closed Distribution System Operator shall make the new allocation data available to Elia and the market as soon as possible.

Furthermore, the Closed Distribution System Operator shall, where required, participate in the reconciliation process with the suppliers as described in the UMIG guidelines, if there is a change in the distribution of energy volumes between Access Responsible Parties for a given allocation.

## **Article 6. Specific conditions for CDS Access Points directly connected to Elia**

The provisions of this Article shall apply only to a Closed Distribution System User who wants to offer directly to Elia a load-shedding service, a flexibility service (modulation and/or reduction of electricity consumption), in particular for the strategic reserve as organised by article 7quater of the Electricity Act or subject to a CIPU Contract. The option of Elia being provided with a load-shedding service by the Grid User shall be maintained under the conditions set out in the load-shedding contract.

If a Closed Distribution System User wants to provide a load-shedding service and/or a flexibility service to Elia or if a CDS Access Point is subject to a CIPU Contract, the CDS Access Point of the said Closed Distribution System User whose Delivery Point supplying the load-shedding service and/or the flexibility service must first have an Access Responsible Party, pursuant to Article 4.2 of this Appendix.

Elia may receive the load-shedding service and/or the flexibility service from a Closed Distribution System User once the load-shedding contract or the flexibility service contract has been signed between Elia and the Closed Distribution System User or the third party representing him, and once the metering systems needed to monitor the service provided have been set up. Elia and the Closed Distribution System Operator shall sign a cooperation agreement concerning the operating modalities for metering data exchange needed to enable the Closed Distribution System User to supply the flexibility service to Elia.

When a Closed Distribution System User applies to take part in a tendering process for a load-shedding service and/or a flexibility service, he or the third party representing him shall notify the Closed Distribution System Operator of this application. The Closed Distribution System Operator shall inform him whether it approves or refuses his application to take part in the load-shedding service and/or the flexibility service, sending a copy to Elia, by registered letter within twenty-first (21) days of receipt thereof.

If the Closed Distribution System Operator does not reply to Elia within twenty-first (21) days of the date on which the letter of application was received, the Closed Distribution System User's application shall be deemed to have been tacitly accepted by the Closed Distribution System Operator.

The Closed Distribution System Operator may refuse the load-shedding service proposal and/or flexibility service proposal only with a statement of grounds due to an operational situation that prevents the provision of the load-shedding service and/or the flexibility service, such as the configuration of its Closed Distribution System or the possibility of switching this load to another CDS Access Point in the Closed Distribution System.

## **Article 7. Administrative provisions**

**7.1.** The Closed Distribution System Operator has the following EAN-GLN code:

[•]

**7.2.** Details of contact persons of the Closed Distribution System Operator.

The details of any additional contact person for one of these information exchanges must be provided directly to the person or to the contact department responsible for this field of activity at Elia, as defined in Appendix 5 to the Access Contract.

<b>Contact person for Contractual Relations</b>	
Name:	[•]
Address:	[•]
Tel.:	[•]

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Initialled by the Access Holder:  
Initialled by the Closed Distribution System Operator:  
Initialled by the ARP:

Fax:	[•]
E-mail:	[•]
<b>Contact person for Allocations, Data Exchange and Control</b>	
Name:	[•]
Address:	[•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]
<b>Invoicing (if applicable)</b>	
<b>Contact person</b>	
Name:	[•]
Address:	[•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]
<b>Invoice address</b>	
Company:	[•]
Head office:	[•]
VAT no.:	[•]

**Article 8. Entry into force**

This Appendix shall come into force on [•].

Signature of the Closed Distribution System Operator

\_\_\_\_\_ Date:

Signature of Elia

\_\_\_\_\_ Date:

Signature of the Access Holder (if the Access Holder is different from the Closed Distribution System Operator)

\_\_\_\_\_ Date:

**Appendix 14bis: Designation and/or change of duration of designation of the Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid**

(see Articles 10, 11 and 20; Appendix 14)

This Appendix forms an integral part of the Access Contract with the reference: [•]

**1. Designation/change of designation<sup>1</sup> of the Access Responsible Party responsible for monitoring non-allocated energy in a Closed Distribution System connected to the Elia Grid**

Name of CDS concerned + site address	First month of designation of ARP	Last month of designation of ARP
	(month/year)	(month/year)*

\* If the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid is the Access Holder (see below), this designation may be made for an open-ended period.

If the Closed Distribution System has several Access Points to the Elia Grid, these Access Points are listed in Appendix 14. The Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid must be the same for each of these Access Points.

The Access Responsible Party specified in more detail below is designated by the Access Holder as the Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid for all Access Points supplying this Closed Distribution System, and this Access Responsible Party accepts this designation.

- The Access Holder designates himself as Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid (he must be listed in the register of Access Responsible Parties kept up to date by Elia).
- To this end, the Access Holder designates the following Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid (this Access Responsible Party must be listed in the register of Access Responsible Parties kept up to date by Elia).

*(indicate above whichever applies)*

Company details of the Access Responsible Party charged with monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid:

Company:	[•]
EIC code:	[•]
GLN code:	[•]

<sup>1</sup> Cross out sections that do not apply.

Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

The effectiveness of the aforementioned designations remains subordinate to the signature of ad hoc contracts and the establishment of the guarantees provided thereunder, from which the present Appendix does not derogate.

The signature relates to the designation or change thereof: [•]

Signature of the Closed Distribution System Operator as designated in Appendix 14 Error! Bookmark not defined.

\_\_\_\_\_ Date:

Signature of the Access Holder Error! Bookmark not defined.

\_\_\_\_\_ Date:

Signature of the Access Responsible Party responsible for monitoring non-allocated energy in the Closed Distribution System connected to the Elia Grid

\_\_\_\_\_ Date:



**Appendix 14ter: Allocation (expressed in per cent) to the balancing perimeters of the Access Responsible Parties for the CDS Access Point, relating to a generation unit in the Closed Distribution System that is connected to the Elia Grid**

(see Articles 10, 11 and 20; Appendix 14)

This Appendix forms an integral part of the Access Contract with the reference [•]

**Part I. General information**

The Access Responsible Party responsible for monitoring the CDS Access Point(s) listed below declares that he fulfils the conditions set out in Article 4.2 of Appendix 14 to the Contract.

In order to benefit from this Appendix, every generation unit<sup>1</sup> must be associated with a single CDS Access Point and must have concluded a CIPU Contract with Elia.

*CDS Access Point(s) concerned*

<b>CDS Access Point (EAN code*)</b>	<b>Name of CDS Access Point + name of Closed Distribution System</b>	<b>% applicable to the Access Responsible Party responsible for monitoring</b>

\* EAN code allocated by Elia, unlike the other CDS Access Points

The Access Responsible Party responsible for the monitoring of this(/these) CDS Access Point(s) (hereinafter "Access Responsible Party responsible for monitoring") declares that he has concluded a contract with another Access Responsible Party, the scope of which being the division, based on a fixed percentage (hereinafter "Percentage"), of the energy injected at the aforementioned CDS Access Point(s).

This Percentage is taken into account when allocating the energy injected at the perimeters of access responsibility of the Access Responsible Party responsible for monitoring and the Access Responsible Party with whom he shares the energy at this(/those) CDS Access Point(s) (hereinafter the "Access Responsible Party for Shared Energy").

The Access Responsible Party responsible for monitoring and the Access Responsible Party for Shared Energy agree on this principle.

*Company details of Access Responsible Party responsible for monitoring:*

Company:	[•]
EIC code:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

<sup>1</sup> Every unit within the meaning of the CIPU Contract, if the Generation Unit comprises several machines.

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[•]  
[•]

Initialed by the Access Holder:  
Initialed by the Closed Distribution System Operator:  
Initialed by the ARP charged with monitoring:  
Initialed by the ARP for Shared Energy:

Company details of Access Responsible Party for Shared Energy:

Company:	[•]
EIC code:	[•]
Head office:	[•]
Company reg. no.:	[•]
VAT no.:	[•]
Represented by:	[•]

**Partie I: Designation and references of the Percentage**

The Percentage listed in the table of Access Point(s) is fixed throughout the duration of the Contract unless modified.

The Percentage may be modified and shall take effect on the first day of each new calendar month, so long as that calendar month comes within the duration of the Contract.

An application for modification must be made by sending a new version of this Appendix indicating the modified Percentage to Elia<sup>2</sup>, at the latest two (2) working days before the first day of the new calendar month.

**Partie II: Allocation to the Balancing Perimeters**

A: Allocation to the perimeter of the Access Responsible Party responsible for monitoring

The Access Responsible Party responsible for monitoring this/(these) CDS Access Point(s) shall provide the Access Responsible Party for Shared Energy with the necessary information about the value that will be allocated to his perimeter of access responsibility so that the Access Responsible Party for Shared Energy can properly manage his nominated balance and in real time. The Access Responsible Party responsible for monitoring does the same with the Closed Distribution System Operator so that he can adequately perform the allocations as described in Appendix 14 to the Contract.

The following is allocated for each CDS Access Point concerned to the perimeter of access responsibility of the Access Responsible Party responsible for monitoring, on a quarter-hourly basis:

$$Q_{qh} = P * Pr I_{qh} * \alpha$$

where:

- Q = value allocated to the perimeter of access responsibility;
- qh = quarter-hour;
- P = Percentage defined for Access Responsible Party responsible for monitoring of the CDS Access Point concerned;
- PrI = Injection of energy at the CDS Access Point concerned;
- $\alpha$  = (1+X) (where X is a correction for grid losses in accordance with articles 161 and 162 of the Grid Code for Transmission) if PrI concerns an off-take, otherwise this value is 1. Factor X shall, expressed as a percentage, be published on Elia's website and may be modified if necessary on the basis of the losses measured.

<sup>2</sup> The contact person or department responsible for this area of activity at Elia, as set out in Appendix 5 to the Contract.

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B: Allocation to the perimeter of the Access Responsible Party for Shared Energy

The following is allocated for each CDS Access Point concerned to the perimeter of access responsibility of the Access Responsible Party for Shared Energy, on a quarter-hourly basis:

$$Q_{qh} = (1 - P) * Pr I_{qh} * \alpha$$

where:

- Q = value allocated to the perimeter of access responsibility;
- qh = quarter-hour;
- P = Percentage defined for Access Responsible Party responsible for monitoring of the CDS Access Point concerned;
- PrI = Injection of energy at the CDS Access Point concerned;
- $\alpha$  = (1+X) (where X is a correction for grid losses in accordance with articles 161 and 162 of the Grid Code for Transmission) if PrI concerns an Off-take, otherwise this value is 1. Factor X shall, expressed as a percentage, be published on Elia's website and may be modified if necessary on the basis of the losses measured.

**Partie III: Nominations**

The Access Responsible Party responsible for monitoring assumes the obligations regarding Nominations for all injections at the CDS Access Point(s) concerned.

For the assessment of the Nominations performed by the Access Responsible Party responsible for monitoring and the Access Responsible Party for Shared Energy Elia will take into account the Percentage as described above.

**Partie IV: Entry into force**

This Appendix shall come into force on [•].

Signature of the Closed Distribution System Operator

\_\_\_\_\_ Date:

Signature of the Access Holder (if different from the Closed Distribution System Operator)

\_\_\_\_\_ Date:

Signature of the Access Responsible Party responsible for monitoring

\_\_\_\_\_ Date:

Signature of the Access Responsible Party for Shared Energy

\_\_\_\_\_ Date:

## **Appendix 15:** **Tariff principles and invoicing process**

This Appendix forms an integral part of the Access Contract with the reference: [•]

This Appendix shall be adopted and amended, as the case may be, at the time of the approval of the Tariffs applicable to Access and connection to the Elia Grid, pursuant to Article 15 of this Contract.

### **Part 1: Tariff principles**

The Tariffs currently applied to the Access Holder are the most recent final Tariffs approved or imposed by CREG; they are described below.

Said Tariffs are published by CREG on its website ([www.creg.be](http://www.creg.be)) and by Elia, for information purposes, on its website ([www.elia.be](http://www.elia.be)).

#### **1.1. Tariffs applicable to Access to the Elia Grid**

Tariffs for Access to the Elia Grid cover the Tariffs for operation and development of the grid infrastructure, the Tariffs for operation of the electric system, the Tariff for power reserves and black start, and the Tariff for market integration.

The Tariffs for operation and development of the grid infrastructure comprise the Tariff for the Monthly Peak, the Tariff for the Yearly Peak and the Tariffs for the Power Put at Disposal.

The Tariffs for operation of the electric system comprise the Tariff for operation of the electric system and the Tariff for Off-takes of additional reactive energy.

#### **1.2. Tariff for connection to the Elia Grid**

This part of the Tariffs is covered by Article 15.3 of the Access Contract.

It relates to Tariffs for connection to the Elia Grid for Grid Users directly connected to the Elia Grid.

#### **1.3. Tariff for public service obligations**

This part of the Tariffs is covered by Article 15.5 of the Access Contract. It covers the costs of the public service obligations that are imposed on Elia by the relevant authorities and that are not directly associated with the operation of the Elia Grid or which are not strictly necessary therefor.

The Tariffs for public service obligations cover the net costs of the public service obligations, including the operating costs and the financial expenses, that are imposed on the grid operator and for which the law, the decree or the ordinance, or their implementing decrees, do not provide for any specific compensation mechanism, by means of a surcharge or another payment, in exchange for the work carried out by the grid operator.

#### **1.4. Surcharges and other payments and VAT due from the Access Holder**

These surcharges and payments are covered by Article 15.6 of the Access Contract. They cover any payment, tax or contribution of any kind, such as fees for occupying public land, that is imposed on Elia by a public authority solely due to the presence of the grid infrastructure in a given location.

### **Part 2: Invoicing**

Each month, Elia sends the Access Holder, during the calendar month M, an invoice covering the month following the current calendar month M (i.e. month M+1); this is called the "basic invoice". Also during

that same month, Elia sends out a second invoice making rectifications for the month preceding the current calendar month M (i.e. month M-1); this is called the “second invoice”.

## **2.1. Basic invoice**

The basic invoice which is sent in the course of the calendar month M covers the services to be provided in the calendar month M+1 and comprises:

### **2.1.1. For operation and development of the grid infrastructure**

#### **a) For the Monthly Peak**

The prepayment is calculated on the basis of 90% of the Monthly Peak for calendar month M-1 at the Access Points for which the Access Holder has been granted access to the Elia Grid by the Access Contract. In the case of the first two invoices for prepayments for the Monthly Peak, Elia will use an estimate of the Peak for the Month per Access Point.

#### **b) For the Yearly Peak**

The prepayment is calculated on the basis of 90% of the Yearly Peak for calendar month M-1 at the Access Points for which the Access Holder has been granted access to the Elia Grid by the Access Contract. In the case of the first two invoices for prepayments for the Yearly Peak, Elia will use an estimate of the Yearly Peak per Access Point.

#### **c) For the Power Put at Disposal**

The prepayment is calculated on the basis of 100% of the Power Put at Disposal for calendar month M+1 at the Access Points for which the Access Holder has been granted access to the Elia Grid by the Access Contract.

### **2.1.2. For operation of the electric system**

The prepayment is calculated on the basis of 90% of the Net Off-take Energy for calendar month M-1 at the Access Points for which the Access Holder has been granted access to the Elia Grid by the Access Contract. In the case of the first two invoices for prepayments for operating the electrical system, Elia will use a monthly estimate of the Net Off-take Energy per Access Point.

### **2.1.3. For compensation of imbalance (for power reserves and black start)**

The prepayment is calculated on the basis of 90% of the Net Off-take Energy and/or Net Injected Energy for calendar month M-1 at the Access Points for which the Access Holder has been granted access to the Elia Grid by the Access Contract. In the case of the first two invoices for prepayments for compensation of imbalance (for power reserves and black-start), Elia will take into account a monthly estimate of the Net Off-take Energy and/or Net Injected Energy per Access Point.

### **2.1.4. For market integration**

The prepayment is calculated on the basis of 90% of the Net Off-take Energy for calendar month M-1 at the Access Points for which the Access Holder has been granted access to the Elia Grid by the Contract. In the case of the first two invoices for prepayments for market integration, Elia will use a monthly estimate of the Net Off-take Energy per Access Point.

The basic invoice will be sent out after the twentieth day of calendar month M.

## **2.2. Second invoice**

The second invoice which is sent out in the course of the calendar month M covers the services of the calendar month M-1 and comprises:

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- the calculation for the terms described in item 1.1 above, minus the prepayments calculated in the basic invoice;
- as the case may be, the Tariff applying in case of exceeding the Power Put at Disposal;
- as the case may be, the Tariff for exceeding the Reactive Power;
- the amount of the Tariffs for public services obligations and the surcharges.

The second invoice will be sent out in the course of calendar month M.