



# **Consultation report of the public consultation on the Capacity Contract**

June 2025

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## Introduction

Elia organized a public consultation on the proposed updates for the CRM Capacity Contract. The purpose of the publication and consultation of said proposal was to provide all stakeholders with a clear view on the proposals and to receive and incorporate any useful feedback from market parties, before submitting the proposal to CREG.

The consultation ran from April 30 2025 to May 31 2025. On June 30 2025, Elia will submit the Capacity Contract to the CREG for validation, and the final version will be published by the CREG by August 31 at the latest. Following the public consultation on the Capacity Contract, Elia received 1 public reaction from FEBEG. Via this consultation report, Elia formally addresses all remarks and questions received from stakeholders on the CRM Capacity Contract. Elia also communicates, if applicable, how the feedback is incorporated in the proposal sent to CREG.

### 1.1 Preliminary note

The capacity contract has been adapted in two ways after the public consultation:

- The contract is updated to incorporate the legal obligation to implement e-invoicing for Belgian contractual counterparties as of 01/01/2026.
- The settlement of an additional overperformance penalty is included in the Capacity Contract in accordance with the final CREG decision on the Functioning Rules V5, which was not available yet at the moment of the start of the public consultation.

The penalty will follow these modalities for the first Delivery Period:

- Settlement at the end of the Delivery Period
- Cap check performed at the end of the Delivery Period if penalties exceed the Capacity Remuneration

### 1.2 Elia's response

Elia received feedback from FEBEG concerning the three following points.

FEBEG comments	Elia's response
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<p><u>Article 6.2.4</u> With the mandatory e-invoicing for companies as from 1st January 2026, FEBEG requests that the invoices are only sent to Elia through the dedicated platform for e-invoicing, and not via the CRM IT Interface nor by e-mail (art 6.2.4 of the Capacity Contract), excepted for the invoices to be sent before 1st January 2026 if the CRM Actor does not use e-invoicing yet. Unnecessary double work must be avoided</p>	<p>Elia thanks FEBEG for its remark and has modified the Capacity Contract to align with the new legal e-invoicing payment process, effective January 1, 2026. Elia clarifies that the Peppol Platform will be used for the e-invoicing.</p>
<p><u>Article 11.2</u> - the Capacity Provider should be properly informed by Elia that a new version of the Capacity Contract is applicable: Elia mentions in the cover note that the Capacity Provider will be informed by email, although this is not mentioned in the contract. FEBEG is of the opinion that the notification procedure should be further detailed and specified in the contract itself.</p>	<p>Elia will inform all contracted Capacity Providers by email upon the publication of the new version of the Capacity Contract by the CREG (typically end of August). This operational process is not intended to be part of the contract.</p>
<p><u>Article 11.2</u> - the Capacity Provider should have the right to react within a certain timeframe, e.g. material errors: The principle is very broadly described, not making any distinction between basic rules, company specific information or annexes. It is very well possible that a new version of the Capacity Contract requires the inclusion of new information. For this reason, FEBEG believes that the proposal should also include the right for the Capacity Provider to react, for example to correct certain information.</p>	<p>The modification process of the Capacity Contract remains similar to previous iterations. Capacity Providers can always respond to the public consultation if they disagree with any modifications.</p>