

CONSULTATION REPORT

Report on the public consultation regarding the Proposal for Amendment to the T&C BSP aFRR

16/07/2025



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1.Introduction

Elia organized a public consultation from May 28th to June 30th regarding the Proposal for Amendment to the T&C BSP aFRR.

The purpose of this report is to consolidate the feedback received from the public consultation, while at the same time reflecting Elia's position on these reactions.

2. Feedback received

In response to the public consultation, Elia received the following non-confidential replies from the following parties:

- Centrica
- Febeg
- Febeliec
- Fluvius
- Yuso

All responses received have been appended to this report. These reactions, together with this consultation report, will be made available on Elia's website.

3.Instructions for reading this document

This consultation report is structured as follows:

- Section 1 contains the introductory context,
- Section 2 gives a brief overview of the responses received,
- Section 3 contains instructions for reading this document,
- Section 4 discusses the various comments received during the public consultation and Elia's position on them,
- Section 5 contains the annexes of the consultation report.

This consultation report is not a 'stand-alone' document, but should be read together with the proposal submitted for consultation, the reactions received from the market participants (annexed to this document) and final proposal.

Section 4 of the document is structured as follows with additional information on the content per column below.

Subject/Article/Title	Stakeholder	Comment	Justification
A	B	C	D

- A. Subject matter covered by the various responses received.
- B. It is indicated who made the comment. In general, the comments are listed alphabetically in the name of the parties concerned.
- C. This document contains an overview of the main, but also specific comments on the document submitted for consultation.
 - In doing so, an attempt was made to list/consolidate all comments received and to argue whether or not they should be taken into account.
 - In order to maintain authenticity, the comments have been copied as much as possible in this document. However, the comments have sometimes been shortened and term have been uniformed to make them easier to read.
 - For clarification purposes, it is recommended to always include the original comment of the stakeholder concerned, as included in the appendix to this report.
- D. This column contains Elia's arguments as to why a comment was or was not included in the final proposal. However, this column does not contain the final text. For this purpose, the final proposal must be consulted.

4. Comments received during the public consultation

4.1 General comments received during the public consultation

This section provides an overview of the general reactions and concerns of market players that Elia received to the document submitted for consultation.

SUBJECT	STAKEHOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Overall feed-back	Centrica	<p>Centrica welcomes the opportunity to provide feedback on your consultations on the three amended Terms and Conditions for Balancing Service Providers (T&C BSP FCR, aFRR, and mFRR). Our overarching feedback is structured around the following areas:</p> <ul style="list-style-type: none"> · We support the self-billing process and request sufficient time and training for BSPs to onboard new processes and systems. · We welcome the declarative FCR baseline and the adapted normalisation factor, and highlight the need to further align FCR and aFRR designs. · We welcome the improvement of aFRR/mFRR and FCR/aFRR combos, insisting on the need for transparent error allocation. · We request a detailed roadmap with concrete go-live dates and sufficient time for implementation. <p>We are aware of the complexity of these developments and trust that</p>	Elia thanks Centrica for the feedback and refers to the detailed answers on the individual points below.

		Elia will consider the industry's different points of view. We look forward to further discuss these matters with you and are happy to provide additional information.	
Roadmap and go-live planning	Centrica	We request a detailed roadmap with concrete go-live dates and sufficient time for implementation Elia's proposed changes are significant and require extensive implementation efforts. Technical, operational, and commercial readiness of market participants is essential for a successful go-live. While acknowledging the need for change, we express concerns about the unclear timeline and phased approach. To enable effective planning and avoid any operational disruption, we emphasize the need for a detailed roadmap with concrete go-live dates and sufficient time for implementation. We also require the timely publication of technical documentation needed to estimate IT costs and to plan developments.	<p>An implementation planning is communicated in section 3 of the explanatory note on the public consultation for T&C BSP FCR, aFRR and mFRR. Elia acknowledges that this planning does not contain specific go-live dates.</p> <p>With respect to the amendments related to the settlement processes and the amendments related to the T&C BSP FCR, an indicative planning has been presented in the Working Group Energy Solutions of 19th of June, 2025. Further updates and confirmation on the implementation dates will be communicated as soon as possible.</p> <p>With respect to the timely publication of the technical documentation, Elia acknowledges the need indicated by Centrica and will make a best effort to publish the technical documentation sufficiently in advance.</p>
Other	Febeg	<p>Priority issues to be tackled by Elia</p> <p>As mentioned before, FEBEG appreciates that Elia wants to improve the T&C for balancing services. In general, FEBEG believes that explicit flexibility should be more rewarding than implicit flexibility (for</p>	Elia welcomes the feedback and proposals provided by FEBEG. While strictly falling outside the scope of the current Proposal for Amendment to the T&C BSP aFRR, Elia proposes

		<p>example, reactions to the imbalance price). FEBEG is therefore convinced that Elia should put much more resources on broader improvements to achieve this goal.</p> <p>Epecially since the connection to PICASSO has increased dramatically the liquidity and lowered the activation costs; increasing the procurement and use of aFRR can prove to be beneficial for the system balance, be more efficient and lower the overall balancing costs, benefitting both the market players and the end consumers. FEBEG has several ideas on</p> <p>how to improve the overall system and therefore requests Elia to allocate sufficient resources to investigate and work out further the implementation of these ideas. Below, there are some ideas that could be further discussed and worked out together with the market participants.</p> <ul style="list-style-type: none"> • Procurement of aFRR should be increased since aFRR is a very efficient balancing measure, and obviously very complementary to proactive mFRR activations and similar or lower cost. • Real-time measures for congestion management (Flex Connections) will increase the imbalances, the need for short-term balancing measures should therefore increase too, further justifying procuring more aFRR. 	<p>to further discuss the suggestions raised by FEBEG in the context of a further discussion on the system balance philosophy and the balancing roadmap 2025-2028 via bilateral discussions and/or as part of the Working Group Energy Solutions.</p>
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		<p>o The reservation price for aFRR is very similar to that of mFRR, procuring more aFRR would according to FEBEG thus not increase the cost and should be considered.</p> <ul style="list-style-type: none"> • When activating balancing services, the remuneration should be in a pay-as-cleared system where the activated energy gets remunerated at the marginal cost of aFRR or mFRR, whichever was the marginal unit. This will incentivize all the assets that could participate to aFRR to actually do this. It will increase BE liquidity, increase system security and lower the price of aFRR. • The imbalance price should reflect the actual state of the system. Price adders that artificially increase the imbalance price are distorting, increase the incentive for implicit reaction and thus decrease the incentive for bidding assets into explicit balancing services. Large implicit balancing reactions also increase the instability as is already seen in NL. • Last, but not least, the penalties should be reformed urgently to make bidding in explicit balancing more attractive (while of course enough incentives for correct performance are kept in place). Important for FEBEG is that penalties need to be proportionate. Availability tests could be increased to 	
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		ensure that bad performing assets/actors are detected and penalized.	
Level playing field	Febeg	<p>FEBEG likes to make a more general comment on balancing services and quality and barriers to entry. Given the importance of explicit balancing products, and the market functioning, we ask Elia to respect the level-playing-field between aFRR DPs, whether these are LV, MV or HV. The same requirements should apply on all tension levels. At the same time, FEBEG wants to express its concern on the non-level playing field between implicit flexibility and non-contracted explicit flexibility. Explicit flexibility, even if non-contracted, is subject to a very heavy penalty regime. This creates barriers to participation to explicit flexibility and certainly to non-contracted explicit flexibility. These are elements which FEBEG has raised already multiple times before – also in the context of balancing incentives related to the penalties. In this context, FEBEG wants to reiterate is remains very disappointed that the discussion on the aFRR activation control penalty – which is considered as discriminatory and disproportionate – is not continued. We want to reiterate them here as important element – more important than a fast settlement - to foster participation of all sorts of FRR delivery points.</p>	<p>Elia takes notes of these more general remarks of FEBEG.</p> <p>Elia confirms that it strives to a level-playing field and as much as possible similar requirements regardless of the tension level at which the Delivery Points are connected to. This being said, Elia considers that it might make sense to define different requirements for assets of a very different size or connected at distribution grid level (e.g., as using a multitude of small assets doesn't result in the same type of risks for the operation of the system or due to differences in toolings).</p> <p>Regarding the incentives for the aFRR activation control penalty, Elia confirms that the discussions related to this topic will be picked up again in the short term, as indicated also in the balancing roadmap 2025-2028 that has been presented in the Working Group Energy Solutions of the 19th of June, 2025.</p>

4.2 Specific comments received during the public consultation

SUBJECT	STAKEHOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Amendments relative to the settlement and invoices processes	Centrica	<p>We support the self-billing process and request sufficient time and training for BSPs to onboard new processes and systems</p> <p>We support the introduction of the self-billing process outlined in the T&C BSP FCR, aFRR, and mFRR, as it promises to streamline operations and reduce payment timelines.</p> <p>However, we emphasize the need for data accuracy, a robust dispute resolution process to avoid incorrect settlements, and sufficient time to onboard new processes and systems. The implementation workload for BSPs to be ready by Q4 2025 is significant and includes onboarding EPIC, training, implementation of approval and rejection processes, testing, and parallel runs</p>	<p>Elia recognizes the significant implementation workload for BSPs and appreciates the feedback received. Since the initiation of the incentive end of 2024, we have actively engaged with BSPs through workshops to introduce the new processes and the foreseen financial documents. Detailed information, including implementation plan and roadmap, was provided during these workshops and feedback was solicited on multiple occasions.</p> <p>The onboarding process on EPIC for BSPs started at the end of May and API specifications were provided early June to help BSPs prepare for upcoming testing sessions foreseen in September. Also training sessions are scheduled for September 2025, with a parallel run planned for October 2025. The go-live is anticipated in November 2025.</p> <p>We are committed to supporting BSPs in adapting to the new processes and are open for further suggestions on specific aspects that might still need attention. Our common priority</p>

			is to ensure a smooth and successful transition while staying on track for the planned go-live.
	Febeg	<p>Invoicing & settlement FEBEG welcomes the initiative to improve invoicing and settlement. FEBEG considers these interesting evolutions. That being said, FEBEG believes there are other topics (e.g. improve the design of penalties) that should have higher priorities according to FEBEG. While faster settlement is desirable in most of the cases, we want to highlight that T&C's should not strictly impose inflexible deadlines and processes. There will always be specific cases which require ad-hoc (and sometimes more time-consuming) exchanges and FEBEG believes that it should remain possible to have bilateral discussions TSO- BSP in order to allow for a mutual understanding and to avoid undue payments. In this spirit, we do not support the following sentence which pleads for very strict and inflexible guidelines irrespective of the situation "If no agreement is found however, Elia will notify the CREG of the failed negotiation and will issue self-bills, self-bill credit notes and Elia invoices based on the initial report figures." FEBEG proposes to include the following track change and ask: "If no agreement is found however, Elia may notify the CREG of the failed negotiation and will issue self-bills, self-bill credit notes and Elia invoices based on the initial report figures. Elia</p>	<p>1/ Elia can agree with the proposed comments and values the spirit of collaboration in resolving issues. We agree with the suggested text changes in art. II.17.6 (2nd bullet point), with some minor modifications : "ELIA may inform the CREG of the situation, including contact details of the BSP, a summary of the context (including previous steps and timings) and the disputed amount, and a summary why no agreement could have been reached after this time. Elia will inform the CREG if it considers the negotiations are unreasonably taking too much time; and "</p> <p>2/ Regarding payment terms, Elia emphasizes that the proposed 15-calendar-day term will only begin following the issuance of financial documents, which occurs after the settlement reporting is approved by the BSP in EPIC.</p> <p>3/ Elia recognizes the need for a pragmatic approach from all parties involved, particularly in the post-go-live phase.</p>

		<p>will notify the CREG automatically, only if it considers the negotiations are unreasonably taking too much time” As far as the payment terms, we support the willingness to align T&C BSP with T&C BRP. In a vast majority of the cases, the proposed term of 15 calendar days will not be an issue. However, we want to pay specific attention to the cases which require bilateral exchanges and thorough investigations. Each party should remain flexible to account for the specificity of a situation. Lastly, Febeg wishes to remind that faster settlement and shorter payment terms relies on tools being state of the art and no IT bugs. In reality, there is always something which can explain why it takes more time than expected. For example, the first days following a go-live, an IT release, the correct understanding of updated T&C’s, new behaviors of dispatching, etc. This makes that a pragmatic approach and mindset is often required.</p>	
	Yuso	<p>On BSP Faster Settlement: "With the dispute period being 60 CD before triggering invoicing we notice that it’s set on a decent time schedule, which is good. However then we also expect that it can be resolved within this timeframe which sometimes isn’t the case at present time, giving us a slight, potential disadvantage in the discussions."</p>	<p>Elia is committed to finding collaborative solutions and will make every effort to resolve disputes within the proposed timeframe. While the timeline remains unchanged, we maintain our philosophy of cooperation, consistent with our current practices. If resolving the issue within the timeframe becomes difficult, our commitment to working together will stay strong.</p>

<p>Amendments relative to the method to determine the aFRR Supplied in case of combined delivery of FCR and aFRR Services in line with the changes proposed to the T&C FCR</p>	<p>Centrica</p>	<p>We welcome the improvement of aFRR/mFRR and FCR/aFRR combos, insisting on the need for transparent error allocation</p> <p>We also welcome the improvements to the FCR/aFRR combo and understand that Elia proposes to allocate errors primarily to aFRR, revise the design of the tolerance bands, and use the Tetris algorithm for volume allocation.</p> <p>However, we insist on the need for fair and transparent error allocation in case of FCR/aFRR combo activations and welcome concrete examples evidencing that contributions of each service are accurately reflected, that BSPs are not unfairly penalized compared to a separate delivery of the services, and that availability tests triggered for one service do not impact the other.</p>	<p>Elia thanks Centrica for the support of the improvements regarding the FCR/aFRR combo. Elia believes the proposed amendments improve the fairness and transparency regarding error allocation during FCR/aFRR combo activations as the proposed methodology, allocation of the error to aFRR, is best practice in the FCR Cooperation. Elia has provided concrete examples of the error attribution in the annex of the explanatory note.</p> <p>Regarding the impact of availability tests during combo delivery, there are two possible scenarios:</p> <p>An FCR availability test is triggered, and the aFRR activation control / error attribution functions as during normal operation. As such, Elia considers that an availability test for FCR does not impact the delivery of the other service or that the delivery of the aFRR Service would impact the FCR availability test. However, Elia has noted the FCR Activation Control should exclude the period in which an FCR availability test is performed and has added this condition to the T&C BSP FCR.</p> <p>An aFRR availability test is triggered. It must be noted that the Delivery Points involved in the aFRR availability test can</p>
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			<p>exclusively participate to the availability test and are excluded from delivering the regular aFRR Service (Art. II.14.5). As a result, there is no impact on the aFRR activation control. Using the proposed error attribution methodology, there is also no impact on the FCR Activation Control with the error being assumed on aFRR for the Delivery Points providing both Services. In case Delivery Points participating to both services are included in the contracted aFRR Energy Bid that is activated for an aFRR availability test, there is a possibility that the FCR delivery has an impact on the result of the aFRR availability test. In such a case, Elia refers to the procedure in Annex 12.D of the T&C BSP aFRR, where the BSP can request to apply different baseline values during the availability test provided a sufficient justification is given. Elia considers that the particular case where a Delivery Point participating to both the aFRR and FCR Service and where the contracted aFRR Energy Bid including this Delivery Point was activated for an aFRR availability test at the same time as providing FCR in response to a frequency deviation could provide (depending on the direction of the FCR activation) a sufficient justification to adapt the baseline.</p>
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	Febeg	<p>Amendments relative to combined delivery of FCR and aFRR Services</p> <p>FEPEG understands and supports this evolution which adds clarity to combo delivery. FEPEG wishes to remind that it has consistently advocated that DP_{su} and DP_{pg} should have equal rights, treatments and obligations. The principle of an equal level-playing field is key to FEPEG. While FEPEG acknowledges the need to allow aFRR/FCR combo for DP_{pg}, we ask Elia to reflect upon the need to keep a distinction between DP_{su} and DP_{pg} (in terms of rights and obligations, but also in different IT specifications). The cut DP_{su} vs DP_{pg} is artificial and FEPEG invites Elia to reflect with market participants to waive this distinction with the purpose to improve the level-playing field and simplify processes and IT in general. For example, whether a delivery point is DP_{su} or DP_{pg} has as a consequence that are different rights to pool DP in energy bids. These differences should be eliminated in the future.</p>	<p>Elia would like to thank FEBEG for its support for the amendments relative to the combined delivery of FCR and aFRR Services. Elia would like to clarify that in terms of the combo FCR/aFRR, there are no differences between DP_{su} and DP_{pg}.</p> <p>On the general distinction between DP_{su} and DP_{pg}, Elia takes note of the remark and would be open to further discuss the possibilities to remove some differences if these differences could not be justified by the needs of the system and/or the efficiency of the solution.</p> <p>Elia would however like to remind that wherever possible, BSPs can use their entire pool of DPs to deliver the service (e.g., in the general activation control) regardless of whether the DPs are listed in one or multiple energy bids.</p> <p>For energy bidding, Elia reminds that it is important to avoid that significant volumes could become unavailable due to congestion risks (CRIs) in case only a subset of the Delivery Points included in the bid would be in a congested area.</p>
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Amendments relative to the normalization factor in the baseline quality factor	Febeg	<p>Amendments relative to the normalization factor in the baseline quality factor</p> <p>FEBEG welcomes this logical change and thanks Elia for that.</p>	<p>Elia would like to thank FEBEG for the positive feedback.</p>
Clarifications with respect to the applicability of the bidding obligation	Febeg	<p>Clarifications with respect to the applicability of the bidding obligation FEBEG can only reiterate its deep regret that specific assets are targeted by obligations. To be specific, only injection units (DPsu) above 25 MW have the obligation to offer. This is creating a clear discrimination. Overall, any form of discrimination is not acceptable and should be addressed.</p>	<p>Elia takes note of the remark of FEBEG. Elia would like to recall that the bidding obligation is highly important to ensure an efficient functioning of the balancing energy market by allowing ELIA to:</p> <ul style="list-style-type: none"> • maintain a sufficient degree of competition on the balancing energy market • ensure that all the available volumes are correctly reflected in the merit-orders and thus avoid triggering exceptional balancing measures while sufficient flexibility is still available in the market. <p>Elia would further like to recall that, in accordance with the finetuning of the system balance philosophy, as presented in the WG ES of 4th of April 2025, it is considered important that all flexibility that is available in the balancing timeframe and that can participate to the explicit balancing is offered to Elia</p>

			in the form of balancing energy bids (and if possible aFRR). In this regards, Elia has identified key open questions in the finetuning of the system balance philosophy (e.g., how to make sure that implicit reaction to Imbalance Price (IP) is facilitated without making it more attractive than participating in explicit balancing products?). Elia believes these open questions are closely related to the priorities highlighted by FEBEG above.
	Febeliec	Regarding point 2.7 of the explanatory note, Febeliec reads “ <i>Pursuant to article 18(7)b of the EBGL, each connecting TSO may include “a requirement for balancing service providers to offer the unused generation capacity or other balancing resources through balancing energy bids or integrated scheduling process bids in the balancing markets after day ahead market gate closure time”. This was already declined in the T&C BSP aFRR Art. II.3.8</i> ” Febeliec does not understand the meaning of “declined” in this context and wonders if this is an issue due to translation, as Febeliec is of the opinion that there are for good reason bidding obligations for certain assets.	Elia would like to thank Febeliec for this remark and spotting a typo in the explanatory note. Elia confirms the relevance and importance of the bidding obligation. In this regard, Elia intended to indicate that such a requirement was already defined in the T&C BSP aFRR, and that the amendment proposed to this article in the current Proposal for Amendment purely intended to clarify any ambiguity related to the already existing requirement.
	Yuso	On the Amendments to clarify the bidding obligation: “Typically a BESS uses its power for ancillary service provision and the associated energy management strategy, wholesale market participation	Elia thanks YUSO for this pertinent question. Elia would like to clarify that all the available upward or downward active power must be offered by a BSP in the form of aFRR and/or

		<p>and implicit balancing. Can Elia please define “unused” capacity? A BESS can be used within the portfolio of a BRP to balance its portfolio in real-time and contribute to the overall system balance. Can Elia confirm Scheduled Assets maintain the possibility to deviate from schedule for such purposes?”</p>	<p>mFRR Energy Bids for each sPGM or PPM, with a maximum power equal to or higher than 25MW, and each type C or D energy storage facility, further details on the obligation being specified in Art. II.3.8 of the T&C BSP aFRR. The available power referred to here relates to the power that remains available at the moment of the aFRR/mFRR balancing energy gate closure time. The available power hence excludes the power that is reserved for complying with commitments taken in earlier timeframes. Specifically, this would thus exclude</p> <ul style="list-style-type: none"> • The power that is foreseen to be used to deliver on commitments taken in wholesale energy markets; • Any power that would lead to exceeding the maximum volume of non-contracted services that could be offered at a given moment in time together with the contracted service, in line with the validated energy management strategy. <p>As the bidding obligation refers to the power that remains available at the moment of the aFRR/mFRR balancing energy gate closure time and since actions to deviate from a balanced portfolio to contribute to restoring the overall balance in the system, as well as some self balancing actions and</p>
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			<p>some trades on the intraday market, are performed closer to real time, Elia would like to clarify that no power could be reserved for possible ID trades, real-time port-folio balancing and/or implicit contributions to restoring the overall balance in the system that might occur after the gate closure time. It is however important to highlight that Art. II.11.13 of the T&C BSP aFRR would allow the BSP to request after the aFRR Balancing Gate Closure Time and up to 5 minutes before the start of the concerned quarter hour a decrease of the volume of a non-contracted aFRR Energy Bid under the condition that the BSP would have a firm intention to use one or more Delivery Points in the bid to balance the perimeter of the BRP (i.e., for self-balancing) or to perform a trade on the intraday market.</p>
<p>Clarifications with respect to the rules for defining Delivery Points DP_{su} linked to a Technical Facility</p>	<p>Febeg</p>	<p>Clarifications with respect to the rules for defining Delivery Points DP_{su} linked to a Technical Facility</p> <p>FEPEG is worried about this clarification which can have huge impacts for a BSP and a BRP (as reminder, currently a PPM falling in the category DP_{su} needs to appoint the same party for BSP and BRP roles). Therefore, FEPEG believes some nuances are necessary in article II.3. On the one hand, we consider it is important to bring clarity to an existing framework if it proved to be incomplete or incorrect. On</p>	<p>Elia would like to highlight that it did not propose a change to the definition of DP_{su}. Rather, Elia intended to clarify the existing framework by aligning and avoiding inconsistencies with the definition of Delivery Points as applied in the T&C OPA and the T&C SA.</p> <p>With respect to existing PPMs and modified PPMs, Elia believes fairness involves a correct execution of the applicable rules and requirements (including those governed in the T&C</p>

		<p>the other hand, we have a major issue with a definition that is changed along the way and where the rules of the game are changing. More concretely, if an existing PPM has not been announced to be DP_{su} at the time of its connection, it appears unfair this PPM becomes all of a sudden DP_{su} because some definitions have changed in T&C's (BSP, BRP, OPA, SA, etc). T&C's OPA and SA impose costly measures which need to be included in a business plan. By no means, this measures can be imposed ex-post of connection. The new definition should be applicable only to newly connected PPMs. Here, we see two different case:</p> <ul style="list-style-type: none"> • PPM is already greater or equal to 25 MW. Rules governing DP_{su} are consequently applicable to this PPM. • PPM has been subject to a size increase (e.g. repowering, additional wind turbines installed, etc) and Elia duly notified before connection that the size increase involved new obligations associated to DP_{su}. Rules governing DP_{su} are consequently applicable to this PPM. In other cases DP_{su} rules should not be applicable. <p>More fundamentally, changes within T&C BSP mFRR should have no impact on whether or not a PPM is DP_{su}. This decision should be taken in the right order where a Grid User appoints an access holder and a BRP (OPA and SA roles still attached to it) and Elia notifies before the connection whether the unit is DP_{su} and consequently does</p>	<p>OPA, SA and BSP contracts) and this regardless of possible upfront notifications by Elia. However, Elia understands that possible unclarities in the rules could impact business plans. In Elia's view, this highlights the relevance of the clarifications proposed by Elia.</p> <p>Finally, Elia confirms that the changes proposed to the T&C BSP aFRR and the T&C BSP mFRR should have no impact on whether or not a PPM is DP_{su}, i.e., Elia purely intends to clarify the conditions already applicable following the T&C SA.</p>
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		have obligations. Likewise, it should therefore not be possible that a BRP receives an obligation through the T&C BSP, if no references are being made to this in the T&C BRP.	
Definitions	Fluvius	<p>“Pool: De volledige lijst van Leveringspunten die door de BSP in het BSP Contract aFRR of in het FSP-DSO-Contract opgenomen zijn;” In het FSP-DSO-Contract vermelden we geen lijst van Leveringspunten, wel hoe de pool geraadpleegd kan worden.</p> <p>Voorstel:</p> <p>Verwijzen naar de definitie in het FSP-DNB contract of deze overnemen:</p> <p>Pool: geheel van de Dienstverleningspunten voor flexibiliteit die de FSP mag activeren in het kader van de flexibiliteitsdiensten</p>	Elia understands that the FSP-DSO Contract specifies the stipulations for adding /amending/removing Delivery Points connected to a Public Distribution Grid from the pool of the BSP. As such, Elia does not see a need to amend the definition of “Pool”.
Process related to low-voltage Delivery Point Groups	Fluvius	In deze artikels (II.3.18 tem II.3.21) wordt er enkel vermeld hoe Laagspanningspunten aangemeld kunnen worden. Dient er ook niet vermeld te worden hoe MV punten moeten worden aangemeld?	Elia would like to clarify that Articles II.3.18 to II.3.21 do not define how Delivery Points on low voltage level need to be registered (similar to how the T&C BSP aFRR do not define the process for Delivery Points on medium voltage level). Instead, these articles describe the specific requirements applicable for Delivery Points on low-voltage level (e.g., that those Delivery Points need to be included in an aFRR Low-Voltage Delivery Point Group) and describe the specific pro-

			cess for creating/modifying the list of aFRR Low-Voltage Delivery Point Groups (note that this process refers to the creation/modification of aFRR Delivery Point Groups and not on the process of changing the Delivery points on low-voltage level within this group).
	Fluvius	<p>Annex 4.D Lijst van aFRR Groepen van Laagspanningsleveringspunten: De lijst van aFRR groepen van LS leveringspunten zal steeds wijzigen. Het heeft dan ook weinig zin die in de T&C op te nemen.</p> <p>Voorstel: Artikel 4.D schrappen</p>	Elia wishes to clarify that Annex 4.D is purely about the aFRR Delivery Point Groups (i.e., the containers) and not about the designation (or changes thereof) of Delivery Points on low-voltage to such aFRR Delivery Point Groups.
Incorrect reference	Fluvius	Annex 2B Model voor de verklaring van de Netgebruiker: “Overeenkomstig Art. II.3.8 moet ELIA het bewijs ontvangen dat de Netgebruiker de Verklaring van de Netgebruiker zonder voorbehoud heeft ondertekend”. In Art. II.3.8 wordt echter een ander onderwerp behandeld. De verwijzing lijkt ons dan ook foutief.	Elia would like to thank Fluvius for remarking this error. Elia has now corrected the reference.
Implementation	Fluvius	In het document zijn er berekeningsformules gewijzigd. We vragen dat Elia hiervoor de nodige tickets zal aanmaken als deze wijzigingen in de FlexHub doorgevoerd moeten worden (en indien ze buiten scope RfP vallen)	Elia understands this comment relates to the modifications proposed in the T&C BSP mFRR and refers to the consultation report related to the Proposal for Amendment to the T&C BSP mFRR.

Prequalification procedures	Febeliec	Febeliec, as already numerously voiced in the past, considers the stringent prequalification procedures of Elia a potentially unnecessary or at least too conservative approach and thus barrier to entry, especially for demand response and pools with demand response as tests will for most industrial processes automatically lead to production losses (in their respective sectors) and thus to costs which have to be covered somehow through the participation to the service and which thus create an extra cost level that does not necessarily exist for other technologies. Febeliec remains in principle in favor of a prequalification of the communication tools and protocols and qualification through participation to the delivery of products, where non-compliance will result in penalties.	Elia considers this remark is strictly outside the scope of the current consultation of the T&C BSP aFRR. Nevertheless, Elia welcomes the feedback provided by Febeliec. Elia would be open to analyze the possibilities towards an in-the-market prequalification. However, Elia would like to have clarity on the requirements following from the implementation of the network code demand response. For that reason, Elia has indicated to work on the prequalification procedures as part of the balancing roadmap as of 2026 (cfr the work in the cluster to lower the barriers of both implicit and explicit flexibility).
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5. Next steps

On the basis of the reactions received from market players and Elia's response, as set out in this consultation report, Elia has adapted its Proposal for Amendment to the T&C BSP aFRR and submitted the proposal to the CREG.

6. Attachments

Contact

Elia Consultations

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30 June 2025

Consultation on the amended T&C BSP FCR, aFRR, and mFRR

Dear Elia,

Centrica welcomes the opportunity to provide feedback on your consultations on the three amended Terms and Conditions for Balancing Service Providers (T&C BSP FCR, aFRR, and mFRR). Our overarching feedback is structured around the following areas:

- We support the self-billing process and request sufficient time and training for BSPs to onboard new processes and systems.
- We welcome the declarative FCR baseline and the adapted normalisation factor, and highlight the need to further align FCR and aFRR designs.
- We support continuous monitoring and activation control, and raise concerns on slower-reacting assets and outer frequency bands.
- We welcome the improvement of aFRR/mFRR and FCR/aFRR combos, insisting on the need for transparent error allocation.
- We support the reduced time window for prequalification tests in mFRR.
- We support the migration to RTCP/Flexhub and request clarification regarding low-voltage (LV) assets, the EMS, and the activation indicator DP_FCR.
- We urge Elia to preserve the possibility to aggregate flexibility from LV assets when switching to the LV Delivery Point Group concept.
- We request a detailed roadmap with concrete go-live dates and sufficient time for implementation.

We are aware of the complexity of these developments and trust that Elia will consider the industry's different points of view. We look forward to further discuss these matters with you and are happy to provide additional information.

Yours sincerely,

Patrick Adigbli

Regulatory Affairs Manager, European power markets
Centrica

We support the self-billing process and request sufficient time and training for BSPs to onboard new processes and systems

We support the introduction of the self-billing process outlined in the T&C BSP FCR, aFRR, and mFRR, as it promises to streamline operations and reduce payment timelines.

However, we emphasize the need for data accuracy, a robust dispute resolution process to avoid incorrect settlements, and sufficient time to onboard new processes and systems. The implementation workload for BSPs to be ready by Q4 2025 is significant and includes onboarding EPIC, training, implementation of approval and rejection processes, testing, and parallel runs.

We welcome the declarative FCR baseline and the adapted normalisation factor, and highlight the need to further align FCR and aFRR designs

We support the introduction of the declarative FCR baseline proposed in the T&C BSP FCR, which will facilitate the simultaneous delivery of FCR and aFRR, as well as continuous activation control.

We also support the adapted normalization factor for the baseline test as described in the T&C BSP FCR and aFRR, which facilitates the participation of assets with a reference baseline close to zero, such as batteries.

Finally, we emphasize the need for a common baseline test for both aFRR and FCR to ensure consistency. We also call for the introduction of a calculated real-time baseline in FCR to align with the aFRR design, where this option already considers the variability of certain assets.

We support continuous monitoring and activation control, and raise concerns on slower-reacting assets and outer frequency bands

We support the continuous monitoring and activation control proposed in the T&C BSP FCR, which increases transparency and reduces the risk of significant penalties due to random sampling.

However, we raise concerns about the potential complexity introduced by derogations for slower-reacting assets ('Additional Properties') and disparities between the monitoring of inner and outer frequency bands. We invite Elia to provide detailed guidelines and examples to better evaluate the impact of the new monitoring and activation control rules, covering various use cases.

We welcome the improvement of aFRR/mFRR and FCR/aFRR combos, insisting on the need for transparent error allocation

We welcome the extension of the aFRR/mFRR combo from DP_SU to DP_PG, which offers new optimisation opportunities and is expected to have a positive outcome on market liquidity.

We also welcome the improvements to the FCR/aFRR combo and understand that Elia proposes to allocate errors primarily to aFRR, revise the design of the tolerance bands, and use the Tetris algorithm for volume allocation.

However, we insist on the need for fair and transparent error allocation in case of FCR/aFRR combo activations and welcome concrete examples evidencing that contributions of each service are accurately reflected, that BSPs are not unfairly penalized compared to a separate delivery of the services, and that availability tests triggered for one service do not impact the other.

We support the reduced time window for prequalification tests in mFRR

We support the reduced 4-hour time window in the T&C BSP mFRR, which is expected to unlock flexibility in the capacity auction by removing the 24-hour availability requirement to perform prequalification tests.

We support the migration to RTCP/Flexhub and request clarification regarding low-voltage assets, the EMS, and the activation indicator DP_FCR

We support the migration to RTCP and Flexhub and the harmonization of data granularity in the T&C BSP FCR, which will lower costs and reduce entry barriers.

We invite Elia to clarify the expected impact of the new data granularity on low-voltage assets, which currently provide data with a specific granularity, as well as the expected impact of the DP_CH-DCH removal on the EMS.

Finally, we highlight the possible presence of more volatile assets in the portfolio which deliver FCR in case of extreme frequency deviations and should not lead to penalties during small frequency changes. We ask Elia to confirm the introduction of an activation indicator DP_FCR to identify which DPs to consider for activation control, similar to the aFRR design.

We urge Elia to preserve the possibility to aggregate flexibility from low-voltage assets when switching to the LV Delivery Point Group concept

We believe that Virtual Delivery Points are key to providing aggregated flexibility from LV assets. The switch to the LV Delivery Point Group concept suggested in the T&C BSP FCR must preserve this possibility.

We also question whether the removal of the 1.5 MW volume limit could impact the reliability of FCR delivery from BSPs relying on central frequency measures and control logic (e.g., in case of communication failure or frequency splits described in the Additional Properties and SOGL).

We request a detailed roadmap with concrete go-live dates and sufficient time for implementation

Elia's proposed changes are significant and require extensive implementation efforts. Technical, operational, and commercial readiness of market participants is essential for a successful go-live.

While acknowledging the need for change, we express concerns about the unclear timeline and phased approach. To enable effective planning and avoid any operational disruption, we emphasize the need for a detailed roadmap with concrete go-live dates and sufficient time for implementation. We also require the timely publication of technical documentation needed to estimate IT costs and to plan developments.

Subject: FEBEG response to the public consultation on the proposal for amendment to the T&C BSP aFRR

Date: 30 June 2025

Contact: Chris Celis

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General feedback

FEBEG would like to thank Elia for conducting this public consultation. The answers are not confidential.

Priority issues to be tackled by Elia

As mentioned before, FEBEG appreciates that Elia wants to improve the T&C for balancing services. In general, FEBEG believes that explicit flexibility should be more rewarding than implicit flexibility (for example, reactions to the imbalance price). FEBEG is therefore convinced that Elia should put much more resources on broader improvements to achieve this goal.

Especially since the connection to PICASSO has increased dramatically the liquidity and lowered the activation costs; increasing the procurement and use of aFRR can prove to be beneficial for the system balance, be more efficient and lower the overall balancing costs, benefitting both the market players and the end consumers. FEBEG has several ideas on how to improve the overall system and therefore requests Elia to allocate sufficient resources to investigate and work out further the implementation of these ideas. Below, there are some ideas that could be further discussed and worked out together with the market participants.

- Procurement of aFRR should be increased since aFRR is a very efficient balancing measure, and obviously very complementary to proactive mFRR activations and similar or lower cost.
 - Real-time measures for congestion management (Flex Connections) will increase the imbalances, the need for short-term balancing measures should therefore increase too, further justifying procuring more aFRR.
 - The reservation price for aFRR is very similar to that of mFRR, procuring more aFRR would according to FEBEG thus not increase the cost and should be considered.
- When activating balancing services, the remuneration should be in a pay-as-cleared system where the activated energy gets remunerated at the marginal cost of aFRR or mFRR, whichever was the marginal unit. This will incentivize all the assets that could participate to aFRR to actually do this. It will increase BE liquidity, increase system security and lower the price of aFRR.
- The imbalance price should reflect the actual state of the system. Price adders that artificially increase the imbalance price are distorting, increase the incentive for implicit reaction and thus decrease the incentive for bidding assets into explicit balancing services. Large implicit balancing reactions also increase the instability as is already seen in NL.
- Last, but not least, the penalties should be reformed urgently to make bidding in explicit balancing more attractive (while of course enough incentives for correct performance are kept in place). Important for FEBEG is that penalties need to be proportionate. Availability tests could be increased to ensure that bad performing assets/actors are detected and penalized.

Specific feedback

Invoicing & settlement

FEBEG welcomes the initiative to improve invoicing and settlement. FEBEG considers these interesting evolutions. That being said, FEBEG believes there are other topics (e.g. improve the design of penalties) that should have higher priorities according to FEBEG.

While faster settlement is desirable in most of the cases, we want to highlight that T&C's should not strictly impose inflexible deadlines and processes. There will always be specific cases which require ad-hoc (and sometimes more time-consuming) exchanges and FEBEG believes that it should remain possible to have bilateral discussions TSO- BSP in order to allow for a mutual understanding and to avoid undue payments. In this spirit, we do not support the following sentence which pleads for very strict and inflexible guidelines irrespective of the situation *"If no agreement is found however, Elia will notify the CREG of the failed negotiation and will issue self-bills, self-bill credit notes and Elia invoices based on the initial report figures."*

FEBEG proposes to include the following track change and ask:

“If no agreement is found however, Elia may notify the CREG of the failed negotiation and will issue self-bills, self-bill credit notes and Elia invoices based on the initial report figures. **Elia will notify the CREG automatically, only if it considers the negotiations are unreasonably taking too much time**”

As far as the payment terms, we support the willingness to align T&C BSP with T&C BRP. In a vast majority of the cases, the proposed term of 15 calendar days will not be an issue. However, we want to pay specific attention to the cases which require bilateral exchanges and thorough investigations. Each party should remain flexible to account for the specificity of a situation.

Lastly, Febeg wishes to remind that faster settlement and shorter payment terms relies on tools being state of the art and no IT bugs. In reality, there is always something which can explain why it takes more time than expected. For example, the first days following a go-live, an IT release, the correct understanding of updated T&C's, new behaviors of dispatching, etc. This makes that a pragmatic approach and mindset is often required.

Amendments relative to combined delivery of FCR and aFRR Services

FEBEG understands and supports this evolution which adds clarity to combo delivery.

FEBEG wishes to remind that it has consistently advocated that DP_{su} and DP_{pg} should have equal rights, treatments and obligations. The principle of an equal level-playing field is key to FEBEG. While FEBEG acknowledges the need to allow aFRR/FCR combo for DP_{pg}, we ask Elia to reflect upon the need to keep a distinction between DP_{su} and DP_{pg} (in terms of rights and obligations, but also in different IT specifications). The cut DP_{su} vs DP_{pg} is artificial and FEBEG invites Elia to reflect with market participants to waive this distinction with the purpose to improve the level-playing field and simplify processes and IT in general.

For example, whether a delivery point is DP_{su} or DP_{pg} has as a consequence that are different rights to pool DP in energy bids. These differences should be eliminated in the future.

Amendments relative to the normalization factor in the baseline quality factor

FEBEG welcomes this logical change and thanks Elia for that.

Bid firmness conditions

FEBEG supports the idea that assets that can participate to explicit flexibility should do so. To reach this goal, Elia should make sure that explicit flexibility is more attractive than implicit flex from a financial point of view and that the risk/reward balance tilts towards explicit flexibility instead of implicit flex, which is not the case at the moment. By removing the possibility to decrease aFRR volumes after GCT, Elia is not lowering barriers but adding new constraints to explicit flex, making it even less attractive FEBEG considers this evolution as a flaw in the market design which will not deliver the pursued objective. Indeed, T&C BSP mFRR allows a BSP to decrease mFRR volumes after GCT (for self or

reactive balancing or ID trade). This would no longer be the case in T&C BSP aFRR with the amendments proposed by Elia. This has two consequences:

- – BSP's will have a financial impact as they lose the opportunity to grasp other market opportunities (implicit reaction): for this reason, FEBEG considers it as a precondition for implementing such a proposal to first implement a scheme that remunerates aFRR energy bids per 4 seconds in a PAC system including max of (aFRR, mFRR) to ensure that explicit flexibility is more profitable than implicit flexibility in line with the updated balancing philosophy;
- **BSPs will have an incentive to participate to mFRR instead of aFRR** (those with FRR obligations need to choose between aFRR and mFRR) as this BSP will still have the opportunity to seize other market opportunities (implicit reaction).

Considering the ongoing initiatives on balancing, **FEBEG understood there is a need for additional domestic aFRR** liquidity (Balancing philosophy, FRR activation strategy, procurement strategy, incompressibility, etc) **and is surprised by the proposal by Elia.**

Finally, we remind Elia that the ability to update mFRR volumes after GCT has been a long-debated outcome which was meant to mitigate the situation where BSPs were obliged to offer their flexibility, with exposure to penalties without the ability to refuse an activation under the constraint of GCT of EU balancing platform.

FEBEG asks to allow any technology to lower non-contracted volumes for both aFRR and mFRR even for reactive balancing after GCT for the reasons mentioned above. The modification of the remuneration of FRR energy bids is, according to FEBEG, a precondition for the proposed amendment.

Clarifications with respect to the applicability of the bidding obligation

FEBEG can only reiterate its deep regret that specific assets are targeted by obligations. To be specific, only injection units (DPsu) above 25 MW have the obligation to offer. This is creating a clear discrimination. Overall, any form of discrimination is not acceptable and should be addressed.

Clarifications with respect to the rules for defining Delivery Points DPSU linked to a Technical Facility

FEBEG is worried about this clarification which can have huge impacts for a BSP and a BRP (as reminder, currently a PPM falling in the category DPsu needs to appoint the same party for BSP and BRP roles). Therefore, FEBEG believes some nuances are necessary in article II.3.

On the one hand, we consider it is important to bring clarity to an existing framework if it proved to be incomplete or incorrect.

On the other hand, we have a major issue with a definition that is changed along the way and where the rules of the game are changing. More concretely, if an existing PPM has not been announced to be DPsu at the time of its connection, it appears unfair this PPM

becomes all of a sudden DPsu because some definitions have changed in T&C's (BSP, BRP, OPA, SA, etc).

T&C's OPA and SA impose costly measures which need to be included in a business plan.

By no means, this measures can be imposed ex-post of connection. The new definition should be applicable only to newly connected PPMs. Here, we see two different case:

- PPM is already greater or equal to 25 MW. Rules governing DPsu are consequently applicable to this PPM.
- PPM has been subject to a size increase (e.g. repowering, additional wind turbines installed, etc) and Elia duly notified before connection that the size increase involved new obligations associated to DPsu. Rules governing DPsu are consequently applicable to this PPM. In other cases DPsu rules should not be applicable.

More fundamentally, changes within T&C BSP mFRR should have no impact on whether or not a PPM is DPsu. This decision should be taken in the right order where a Grid User appoints an access holder and a BRP (OPA and SA roles still attached to it) and Elia notifies before the connection whether the unit is DPsu and consequently does have obligations. Likewise, it should therefore not be possible that a BRP receives an obligation through the T&C BSP, if no references are being made to this in the T&C BRP.

Quality of service and barriers to entry

FEBEG likes to make a more general comment on balancing services and quality and barriers to entry.

Given the importance of explicit balancing products, and the market functioning, we ask Elia to respect the level-playing-field between aFRR DPs, whether these are LV, MV or HV. The same requirements should apply on all tension levels.

At the same time, FEBEG wants to express its concern on the non-level playing field between implicit flexibility and non-contracted explicit flexibility. Explicit flexibility, even if non-contracted, is subject to a very heavy penalty regime. This creates barriers to participation to explicit flexibility and certainly to non-contracted explicit flexibility.

These are elements which FEBEG has raised already multiple times before – also in the context of balancing incentives related to the penalties. In this context, FEBEG wants to reiterate is remains very disappointed that the discussion on the aFRR activation control penalty – which is considered as discriminatory and disproportionate – is not continued. We want to reiterate them here as important element – more important than a fast settlement – to foster participation of all sorts of FRR delivery points.

Febeliec answer to the Elia public consultations on the Terms and Conditions BSP for FCR, aFRR and mFRR

Febeliec would like to thank Elia for this consultation on the T&Cs BSP for respectively FCR, aFRR and mFRR. Febeliec would like to provide following comments:

For the T&C BSP FCR

Regarding the baseline tests, Febeliec is not opposed in principle against such test insofar this does not introduce a barrier to entry in the prequalification tests. Febeliec, as already numerously voiced in the past, considers the stringent prequalification procedures of Elia a potentially unnecessary or at least too conservative approach and thus barrier to entry, especially for demand response and pools with demand response as tests will for most industrial processes automatically lead to production losses (in their respective sectors) and thus to costs which have to be covered somehow through the participation to the service and which thus create an extra cost level that does not necessarily exist for other technologies. Febeliec remains in principle in favor of a prequalification of the communication tools and protocols and qualification through participation to the delivery of products, where non-compliance will result in penalties.

For the T&C BSP aFRR

Febeliec wants to refer to its comment above regarding prequalification, as a similar reasoning applies to aFRR.

Regarding point 2.7 of the explanatory note, Febeliec reads *“Pursuant to article 18(7)b of the EBGL, each connecting TSO may include “a requirement for balancing service providers to offer the unused generation capacity or other balancing resources through balancing energy bids or integrated scheduling process bids in the balancing markets after day ahead market gate closure time”. This was already **declined** in the T&C BSP aFRR Art. II.3.8”* Febeliec does not understand the meaning of “declined” in this context and wonders if this is an issue due to translation, as Febeliec is of the opinion that there are for good reason bidding obligations for certain assets.

For the T&C BSP mFRR

Febeliec strongly supports that – finally! – amendments are introduced which prepare for the participation of low voltage delivery points, even though Febeliec remains of the opinion that many more barriers should be tackled to truly allow a full participation of the flexibility of low voltage delivery points. Nevertheless, these amendments already clear one hurdle. Febeliec supports a simple and pragmatic approach for opening up participation of this flexibility to the market, but asks that a continued analysis is done to see whether certain assumptions, such as a.o. the assumption that all low voltage delivery points part of the LV DPG participate in the delivery of the mFRR Supplied cannot be modified towards the future if such need would become clear towards a better participation and more market functioning, such as competition between FSPs not only towards Elia but also regarding value propositions towards flexibility owners in low voltage. Febeliec however wants to stress that it supports this important modification to finally move towards participation of low voltage assets.

Febeliec supports amendment towards the combination of aFRR and mFRR using the same delivery point, but reiterates its request to also allow multiple FSPs per delivery point for the same or different (combo) products, as for some specific cases and as discussed in the past this could either unlock more flexibility or allow for better market functioning (or both).

Febeliec also supports the reduction of the time window during which prequalification test can be triggered. Febeliec also wants to refer to its general comment above regarding prequalification, as a similar reasoning applies to mFRR.

Document	Artikel	Opmerking	Voorstel
Algemeen		In het document zijn er berekeningsformules gewijzigd. We vragen dat Elia hiervoor de nodige tickets zal aanmaken als deze wijzigingen in de FlexHub doorgevoerd moeten worden (en indien ze buiten scope RfP vallen).	
aFRR	Art. II.1 Definities	<p>"Pool: De volledige lijst van Leveringspunten die door de BSP in het BSP Contract aFRR of in het FSP-DSO-Contract opgenomen zijn;"</p> <p>In het FSP-DSO-Contract vermelden we geen lijst van Leveringspunten, wel hoe de pool geraadpleegd kan worden.</p>	<p>Verwijzen naar de definitie in het FSP-DNB contract of deze overnemen:</p> <p>Pool: geheel van de Dienstverleningspunten voor flexibiliteit die de FSP mag activeren in het kader van de flexibiliteitsdiensten</p>
aFRR	II.3.18 tem II.3.21 Voorwaarden voor Leveringspunten aangesloten op een Publiek Distributienet	In deze artikels wordt er enkel vermeld hoe Laagspanningspunten aangemeld kunnen worden. Dient er ook niet vermeld te worden hoe MV punten moeten worden aangemeld?	
aFRR	2.B Model voor de verklaring van de Netgebruiker	"Overeenkomstig Art. II.3.8 moet ELIA het bewijs ontvangen dat de Netgebruiker de Verklaring van de Netgebruiker zonder voorbehoud heeft ondertekend". In Art. II.3.8 wordt echter een ander onderwerp behandeld. De verwijzing lijkt ons dan ook foutief.	
aFRR	4.D Lijst van aFRR Groepen van Laagspannings-leveringspunten	De lijst van aFRR groepen van LS leveringspunten zal steeds wijzigen. Het heeft dan ook weinig zin die in de T&C op te nemen.	Artikel 4.D schrappen

From: Jasper Vermandere <noreply@jotform.com>
Sent: Monday, 30 June 2025 19:18
To: Consultations; Pinan Mora Xavier; Van der Vorst Thomas; Poncelet Kris
Subject: Re: 20250528_Public consultation on the Proposal for Amendment to the T&C BSP aFRR - Jasper Vermandere



.....

A new answer to the consultation "20250528_Public consultation on the Proposal for Amendment to the T&C BSP aFRR" has been submitted on our website.

- **Name:** Jasper Vermandere
- **Email:** jasper@yuso.com
- **Organization:** YUSO
- **Comments/suggestions to the consultation:** On the Amendments to clarify the bidding obligation: "Typically a BESS uses its power for ancillary service provision and the associated energy management strategy, wholesale market participation and implicit balancing. Can Elia please define "unused" capacity? A BESS can be used within the portfolio of a BRP to balance its portfolio in real-time and contribute to the overall system balance. Can Elia confirm Scheduled Assets maintain the possibility to deviate from schedule for such purposes?"

On BSP Faster Settlement: "With the dispute period being 60 CD before triggering invoicing we notice that it's set on a decent time schedule, which is good. However then we also expect that it can be resolved within this timeframe which sometimes isn't the case at present time, giving us a slight, potential disadvantage in the discussions."

- **Upload additional documents if needed:**
 - **Answer confidential:** Completely non-confidential
-

Contact:
consultations@elia.be

