

CONSULTATION REPORT

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

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 mFRR.

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

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 feedback	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 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 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 Elia will consider the industry's different points of view. We</p>	Elia thanks Centrica for the feedback and refers to the detailed answers below on the individual points

		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	FEBEG specifically refers to its general feedback that was included in the consultation on the amendment to the T&C BSP aFRR. FEBEG requests the points mentioned there to be prioritized in order to improve the balancing framework.	Elia thanks Febeg for the feedback and refers to the answer provided in the consultation on the amendments to the T&C BSP aFRR.

Level playing field	Febeg	<p>FEPEG likes to make a more general comment on balancing services quality and barriers to entry. Given the importance of explicit balancing products, and the market functioning, FEBEG asks Elia to respect the level-playing-field between mFRR DPs, whether these are LV, MV or HV. The same requirements should apply on all tension levels.</p> <p>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 noncontracted, 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 FEBEG raised already multiple times before – also in the context of balancing incentives related to the penalties. 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, also for LV.</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>
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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."</p> <p>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</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><u>the CREG automatically, only if it considers the negotiations are unreasonably taking too much time</u>” 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>

Amendments relative to the participation of Low-Voltage Delivery Points via Headmeters	Febeg	Low voltage participation FEBEG does not have remarks about LV participation. Considering the current complex requirements to participate to explicit flexibility (IT, contracts, exposure to penalties, etc), Febeg believes LV participation should be targeted for implicit flexibility and efforts of Elia should be prioritized accordingly.	Elia takes good note that Febeg has no remarks to the proposed amendments relative to the participation of Low-Voltage Delivery Points via Headmeters. Elia, on its side will keep assessing the situation and its evolution for Low-voltage participation in both implicit and explicit so that this information may be used to support adequate prioritization.
	Febeliec	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	Elia welcomes the positive feedback shared by Febeliec on the amendments introduced to open the mFRR participation to Low-Voltage Deliver Points. Elia also confirms its willingness to monitor the needs for further evolution of the T&C BSP mFRR, with the objective to further support increased participation in mFRR, including for Low-Voltage.

		wants to stress that it supports this important modification to finally move towards participation of low voltage assets.	
	Fluvius	In deze artikels (II.3.20 tot en met II.3.23) 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.3.20 to II.3.23 do not define how Delivery Points on low voltage level need to be registered (similar to how the T&C BSP mFRR 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 mFRR Low-Voltage Delivery Point Group) and describe the specific process for creating/modifying the list of mFRR Low-Voltage Delivery Point Groups (note that this process refers to the creation/modification of mFRR Delivery Point Groups and not on the process of changing the Delivery points on low-voltage level within this group).
	Fluvius	Bijlage 2: is deze procedure ook van toepassing voor laagspanningspunten?	Annex 2 is applicable to DP _{PG} . Taking each section individually: <ul style="list-style-type: none"> - “annex 2A Grid User Declaration” is applicable to Delivery Points connected to the Elia Grid or to a CDS (art. II.3.14)

			<ul style="list-style-type: none"> - “annex 2B Template for the Opt Out Arrangement” is needed at the level of a BSP portfolio - “annex 2C Template for agreement between BSP and suppliers on the transfer price for the transfer of energy” this agreement applies to all delivery points for which the BSP has a contract and for which the supplier is the supplier of the delivery point regardless of the voltage connection of that delivery point. - “annex 2D choice of the baseline” is applicable to Delivery Points connected to the Elia Grid or to a CDS (art. II.3.14) - “annex 2E Baseline “High X of Y” “is not applicable to Low-Voltage Delivery Points; in the case of a Low-Voltage Delivery Point Group, as a pragmatic approach, the only baseline method available is the Last QH one. Elia will integrate this clarification in the T&C BSP mFRR - “annex 2E submeter info checklist” is not applicable to the participation of Low-Voltage Delivery Points via DSO’s Headmeters
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	Fluvius	Bijlage 2E: Uitsluiten van representatieve dagen en aanvullende categorie van representatieve dagen: wordt dit ook toegelaten voor middenspanning en laagspanning?	Elia thanks Fluvius for this question and refers to the answer provided to the previous comment.
	Fluvius	Annex 4D: De lijst van mFRR groepen van LS leveringspunten zal steeds wijzigen. Het heeft dan ook weinig zin die in de T&C op te nemen Voorstel: Artikel 4D schrappen	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.
Amendments relative to the roll-out of aFRR/mFRR combinations	Centrica	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.	Elia thanks Centrica for its positive feedback on the amendments towards the combination of aFRR and mFRR using the same delivery point.
	Febeg	Amendments relative to the roll-out of aFRR/mFRR combinations FEBEG has consistently advocated that DP _{su} and DP _{pg} should have equal rights, treatments and obligations. The principle of equal level-playing field is key to FEBEG. While we acknowledge the need to allow aFRR/mFRR combo for DP _{pg} , we ask Elia to reflect upon the need to keep a distinction between DP _{su} and DP _{pg}	Elia would like to thank FEBEG for its support for the amendments relative to the combined delivery of aFRR and mFRR Services. On the general distinction between DP _{su} and DP _{pg} , Elia takes note of the remark. Elia would 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). For energy

		(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 there are different baseline methods and even different rights to pool DP in energy bids. These differences should be eliminated in the future.	bids, it is however important to avoid significant volumes being set to unavailable due to certain DP _{pg} being located in a congested area.
	Febeliec	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).	Elia thanks Febeliec for its feedback which supports amendments towards the combination of aFRR and mFRR using the same delivery point. These amendments aim to translate the conclusions of an analysis made in 2022 in the frame of an incentive on combos for DP _{PG} , where the aFRR/mFRR combo was identified as one of the most impactful change likely to bring additional liquidity. Elia remains open to other possibilities to further foster balancing liquidity. Further analysis of the measure proposed by Febeliec would be needed, not only to check the potential in terms of value, but also its feasibility. A fair allocation of benefits between FSPs in case of correct delivery and alternatively of penalties in case of faulty delivery should at all times be ensured.

			Elia proposes to further discuss this suggestion raised by Febeliec in the context of bilateral discussions.
Amendments relative to the reduction of the time window for a prequalification test	Centrica	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.	Elia thanks Febeliec, Centrica and Febeg for their feedback supporting the reduction of the time window for prequalification tests
	Febeg	Amendments relative to the reduction of the window for a prequalification FEBEG supports this evolution, indeed the unnecessary barrier should be removed to allow flexibility to be offered in the respective markets (here in explicit flexibility).	
	Febeliec	Febeliec also supports the reduction of the time window during which prequalification test can be triggered.	
Clarifications with respect to the applicability the bidding obligation	Febeg	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	<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

		discrimination. Overall, any form of discrimination is not acceptable and should be addressed.	<ul style="list-style-type: none"> 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 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.</p>
	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</i>	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 de-

		<p><i>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.</p>	<p>fined in the T&C BSP mFRR, 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.</p>
	Yuso	<p>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?”</p>	<p>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 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.3.7 of the T&C BSP mFRR. 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;

			<ul style="list-style-type: none"> 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 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 portfolio balancing and/or implicit contributions to restoring the overall balance in the system that might occur after the gate closure time.</p> <p>It is however important to highlight that Art. II.10.14 of the T&C BSP mFRR would allow the BSP to request after the mFRR Balancing Gate Closure Time and up to 5 minutes after the start of the concerned quarter hour a decrease of the volume of a non-contracted mFRR 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</p>
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			<p>the BRP (i.e., for self-balancing), balance the Elia LFC Block (i.e. for reactive balancing) or perform a trade on the intraday market.</p> <p>Art. II.10.15 of the T&C BSP mFRR allows the possibility of a baseline update for the BSP in the context of an mFRR Energy Bid update, respecting the rules set out in Annex 9.E.</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>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 DP_{su} needs to appoint the same party for BSP and BRP roles). Therefore, FEBEG believes some nuances are necessary in article II.3.</p> <p>On the one hand, we consider it is important to bring clarity to an existing framework if it proved to be incomplete or incorrect.</p> <p>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 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</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 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</p>

		<p>business plan. By no means, this measure can be imposed ex-post of connection. The new definition should be applicable only to newly connected PPM. Here, we see two different cases:</p> <p>(i) PPM is already greater or equal to 25 MW. Rules governing DP_{SU} are consequently applicable to this PPM.</p> <p>(ii) 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. 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 do 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.</p>	<p>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>
Implementation	Fluvius	<p>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).</p>	<p>Elia takes good note of this comment and will discuss this further in our operational ongoing meetings within Synergrid.</p>

Definitions	Fluvius	<p>“Pool: De volledige lijst van Leveringspunten die door de BSP in het BSP Contract mFRR 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>	<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”.</p>
	Fluvius	<p>Art. II.3: “... - een Submeter in de elektrische installaties van een Netgebruiker stroomafwaarts van een op het Publiek Distributienet aangesloten Toegangspunt.” Dit is enkel het geval voor punten op midden-spanning</p> <p>Voorstel:</p> <p>"een Submeter in de elektrische installaties van een Netgebruiker stroomafwaarts van een op het Publiek Distributienet op midden-spanning aangesloten Toegangspunt"</p>	<p>Elia thanks Fluvius for their comment. The definition is correct in our understanding. The rules stipulates that the sub-metering is only allowed for medium voltage.</p>

Language error	Fluvius	Titel staat nog in het Engels: “Conditions for Delivery Points connected to the Public Distribution Grid”	Elia thanks Fluvius for their careful proofreading and will correct this language error.
Incorrect reference	Fluvius	Art. II.7.9: Verwijzing is naar Art II.3.22, we vermoeden dat dit naar Art II.3.23 moet zijn	Elia thanks Fluvius for their careful proofreading and will correct these erroneous references.
	Fluvius	Art II.10.12: Verwijzing is naar Art II.3.22, we vermoeden dat dit naar Art II.3.23 moet zijn	
	Fluvius	Annex 6A: “Een BSP kan alleen een prekwalificatietest organiseren wanneer het (de) betrokken Leveringspunt(en) en/of mFRR Groep(en) van Laagspannings-Leveringspunten naar behoren is (zijn) toegevoegd aan de Pool van de BSP, overeenkomstig Art. II.13.13.” De link naar Art. II.13.13. lijkt ons verkeerd, gezien daar een ander onderwerp behandeld wordt	
Prequalification procedure	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	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

		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.	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 mFRR and submitted the proposal to the CREG.

6. Attachments

Contact

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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 mFRR

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.

FEBEG specifically refers to its general feedback that was included in the consultation on the amendment to the T&C BSP aFRR. FEBEG requests the points mentioned there to be prioritized in order to improve the balancing framework.

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.

Low voltage participation

FEBEG does not have remarks about LV participation. Considering the current complex requirements to participate to explicit flexibility (IT, contracts, exposure to penalties, etc), Febeg believes LV participation should be targeted for implicit flexibility and efforts of Elia should be prioritized accordingly.

Amendments relative to the roll-out of aFRR/mFRR combinations

FEBEG has consistently advocated that DP_{su} and DP_{pg} should have equal rights, treatments and obligations. The principle of equal level-playing field is key to FEBEG. While we acknowledge the need to allow aFRR/mFRR 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 there are different baseline methods and even different rights to pool DP in energy bids. These differences should be eliminated in the future.

Amendments relative to the reduction of the window for a prequalification

FEBEG supports this evolution, indeed the unnecessary barrier should be removed to allow flexibility to be offered in the respective markets (here in explicit flexibility).

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 (DP_{su}) 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 DP_{SU} 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 DP_{su} 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 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 measure can be imposed ex-post of connection. The new definition should be applicable only to newly connected PPM.** Here, we see two different cases:

- (i) PPM is already greater or equal to 25 MW. Rules governing DP_{su} are consequently applicable to this PPM.
- (ii) 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.

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 do 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 quality and barriers to entry.

Given the importance of explicit balancing products, and the market functioning, FEBEG asks Elia to respect the level-playing-field between mFRR 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 FEBEG raised already multiple times before – also in the context of balancing incentives related to the penalties. 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, also for LV.

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).	
mFRR	Art. II.1 Definities	<p>"Pool: De volledige lijst van Leveringspunten die door de BSP in het BSP Contract mFRR 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>
mFRR	Art. II.3 Voorwaarden voor Leveringspunten	<p>"...</p> <p>- een Submeter in de elektrische installaties van een Netgebruiker stroomafwaarts van een op het Publiek Distributienet aangesloten Toegangspunt."</p> <p>Dit is enkel het geval voor punten op middenspanning</p>	"een Submeter in de elektrische installaties van een Netgebruiker stroomafwaarts van een op het Publiek Distributienet op middenspanning aangesloten Toegangspunt"
mFRR	Art. II.3.20	Titel staat nog in het Engels: "Conditions for Delivery Points connected to the Public Distribution Grid"	
mFRR	II.3.20 tem II.3.23 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?	
mFRR	Art. II.7.9	Verwijzing is naar Art II.3.22, we vermoeden dat dit naar Art II.3.23 moet zijn.	
mFRR	Art. II.10.12	Verwijzing is naar Art II.3.22, we vermoeden dat dit naar Art II.3.23 moet zijn.	
mFRR	Bijlage 2. Procedure voor de aanvaarding van een leveringspunt	Is deze procedure ook van toepassing voor laagspanningspunten?	
mFRR	Bijlage 2.E Baseline High X of Y	Uitsluiten van representatieve dagen en aanvullende categorie van representatieve dagen: wordt dit ook toegelaten voor middenspanning en laagspanning?	
mFRR	4.D Lijst van aFRR Groepen van Laagspannings-leveringspunten	De lijst van mFRR 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
mFRR	6.A Organisatie	<p>"Een BSP kan alleen een prequalificatietest organiseren wanneer het (de) betrokken Leveringspunt(en) en/of mFRR Groep(en) van Laagspannings-Leveringspunten naar behoren is (zijn) toegevoegd aan de Pool van de BSP, overeenkomstig Art. II.13.13."</p> <p>De link naar Art. II.13.13. lijkt ons verkeerd, gezien daar een ander onderwerp behandeld wordt.</p>	