

## **TITLE 8: INVOICING**

## **ART. II.17 INVOICING AND PAYMENT**

- II.17.1 The Parties agree that the BSP-invoices and BSP-credit notes will be issued by Elia in the name and on behalf of the BSP in accordance with the applicable rules regarding self-billing<sup>1</sup>.
- II.17.2 The provisions of Art. I.5 also apply in the context of such a self-billing process, except where otherwise provided for in the present Article.
- II.17.3 Annex 16 includes the appropriation structure to be mentioned in all invoices and/or credit notes.

### **Remuneration**

- II.17.4 At the latest by the end of each calendar Month M, ELIA presents to the BSP, in a joint validation platform<sup>2</sup>:
- a report related to the awarded capacity to the BSP in Month M-1. This report indicates, amongst others, all remunerations for mFRR Awarded for Month M-1, calculated as foreseen in Articles II.15.3 and II.15.4, showing the method of calculation and all data on which the calculation is based;
  - a report related to the activations of the BSP in Month M-1. This report indicates, amongst others, all remunerations for mFRR Requested for Month M-1, calculated as foreseen in Articles II.15.6 and II.15.7 showing the method of calculation and all data on which the calculation is based.
- In addition, ELIA notifies the BSP each time a report is submitted on the joint validation platform.
- II.17.5 The BSP shall either approve or reject each of the reports stipulated in Art. II.17.4 on the joint validation platform within 25 calendar Days starting from the Day following the submission by ELIA of the respective report on such joint validation platform. Without reaction from the BSP within aforementioned deadline, the report will be considered as approved implicitly by the BSP.
- II.17.6 Disputes from the BSP regarding the reports on remunerations stipulated in Art. II.17.4 must be reported by rejecting the reports on the joint validation platform as stipulated in Art. II.17.5, including a written motivation justifying why the report is rejected, within 25 calendar Days starting from the Day following the submission by ELIA of the respective report on such joint validation platform. In such a case, the Parties shall enter into negotiations with each other with a view to reach an agreement.

<sup>1</sup> Article 53, §2 of the VAT Code and the Circular of December 13, 213 (AAFisc No. 53/2013).

<sup>2</sup> In case the joint validation platform is temporarily inaccessible, either by Elia or by the BSP, ELIA can provide the reports to the BSP via e-mail, and the BSP can report approve or reject the reports via e-mail.

- II.17.7 If no agreement can be reached between the BSP and ELIA within 60 calendar Days starting from the Day following the rejection of the report by the BSP:
- ELIA, when drawing up the invoices and credit notes for Month M as specified in Art. II.17.8 shall – in deviation from and without applying Art. I.5.2 – take into account the remunerations of the corresponding Month calculated by ELIA, as per Art. II.17.6; and
  - ELIA shall notify 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; and
  - the Parties shall continue their negotiations with a view to reaching an amicable arrangement and, after concluding their agreement, settle this invoice and/or credit note ex-post; and
  - if no amicable arrangement is reached within thirty (30) calendar Days starting from the Day following the receipt of the invoice and/or credit note as mentioned in the first bullet of this paragraph, the dispute settlement procedure set out in Art. I.13 of the General Conditions shall apply.
- II.17.8 Without prejudice to Art. I.5 of the General Conditions, ELIA shall send to the BSP<sup>3</sup>, within 10 days starting from the Day following the approval, explicit or implicit, of the corresponding report of Month M-1, or, as the case may be, following the end of the 60 calendar Days period starting from the Day following the rejection of the corresponding report of Month M-1 by the BSP:
- a BSP-invoice for the remuneration for the mFRR Awarded for the Month M-1, calculated as described in Art. II.15.3 and reported in accordance with Art. II.17.4; and/or
  - a BSP-invoice for the remuneration for the mFRR Requested for the Month M-1, calculated as described in Art. II.15.6 and II.15.7 and reported in accordance with Art. II.17.4, for the Time Steps where this remuneration is positive; and/or
  - an ELIA-invoice for the remuneration for the mFRR Requested for the Month M-1, calculated as described in Art. II.15.6 and II.15.7 and reported in accordance with Art. II.17.4, for the Time Steps where this remuneration is negative;
- II.17.9 In deviation from Art. I.5 (first sentence) of the General Conditions, payments shall be made within 15 calendar Days following the Day on which the invoice is received (this is the due date of the invoice). In the context of self-billing, BSP-invoices and BSP-credit notes shall be deemed to be received by ELIA on the Day following the Day on which ELIA issues them. The invoiced Party shall pay the invoicing Party by direct transfer to the stated bank account. Within the scope of this Article, an invoice will be considered received on the third Working Day following the date when the invoice was sent (in case of an electronic invoice the date the invoice was submitted in the electronic system or sent by email will apply).

<sup>3</sup> From 1 January 2026, only structured electronic invoices will be sent and received via the Peppol network. To this end, the Co-Contracting Party will need to have an access point to an exchange platform that meets the Peppol standard. For such structured electronic invoice, the date of uploading on such platform shall be considered as date of sending.

## Incentives:

- II.17.10 At the latest by the end of each calendar Month, ELIA presents to the BSP, through a joint validation platform or other channel<sup>4</sup>:
- a report related to the availability test(s) organized during the Month M-2, as foreseen in Art. II.13.11. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art. II.16.1 and Art. II.16.2, showing the method of calculation and all data on which the calculation is based.
  - a report related to the control of the mFRR Obligation to be respected for the Month M-2, as foreseen in Art. II.10.20 and Art. II.10.21. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art. II.16.1, showing the method of calculation and all data on which the calculation is based.
  - a report related to the activation control of the mFRR Service provided by the BSP in the Month M-2, as foreseen in Art. II.14.3. This report indicates, amongst others, the incentives for Month M-2 as calculated by ELIA in accordance with Art. II.16.5, showing the method of calculation and all data on which the calculation is based.
  - a report related to the activation control for redispatching of the mFRR Service provided by the BSP in the Month M-2, as foreseen in Art. II.18.10. This report indicates, amongst others, the incentives for Month M-2 as calculated by ELIA in accordance with Art. II.16.5, showing the method of calculation and all data on which the calculation is based.
- II.17.11 Disputes from the BSP regarding the report and incentives stipulated in Art. II.17.10 must be reported within 25 calendar Days starting from the Day following ELIA's submission of the respective report. In such a case, the Parties shall enter into negotiations with each other with a view to reach an agreement, in accordance with Art. I.13 of the General Conditions.
- II.17.12 If no agreement can be reached:
- the BSP, when drawing up its credit note for Month M as specified in Art. II.17.13, shall take into account the incentives calculated by ELIA; and
  - the Parties shall continue their negotiations with a view to reaching an amicable arrangement and, after concluding their agreement, settle this credit note ex-post; and
  - if no amicable arrangement is reached, the dispute settlement procedure set out in Art. I.13 of the General Conditions shall apply.
- II.17.13 Without prejudice to Art. I.5 of the General Conditions, the BSP shall send to ELIA<sup>5</sup>, at the latest by the 25<sup>th</sup> of each calendar Month M:
- as the case may be, a credit note related to the incentives resulting from the availability test(s) for the Month M-3, as determined by ELIA under Art. II.16.1 and Art. II.16.2 and reported in accordance with Art. II.17.10; and/or

<sup>4</sup> In that case, ELIA will send to the BSP's settlement contact, as listed in Annex 16, an e-mail containing at least the minimal set of data enabling the BSP to check ELIA's proposal.

<sup>5</sup> From 1 January 2026, only structured electronic invoices will be sent and received via the Peppol network. To this end, the Co-Contracting Party will need to have an access point to an exchange platform that meets the Peppol standard. For such structured electronic invoice, the date of uploading on such platform shall be considered as date of sending

- as the case may be, a credit note related to control of the mFRR Obligation to be respected for the Month M-3, as determined by ELIA under Art. II.16.1 and reported in accordance with Art. II.17.10; and/or
- as the case may be, a credit note related to the activation control incentives for Month M-3, as determined by ELIA under Art. II.16.5 and reported in accordance with Art. II.17.10; and/or
- as the case may be, a credit note related to incentives of the control of an activation for redispatching for Month M-3, as determined by ELIA under Art. II.16.5 and reported in accordance with Art. II.17.10.

II.17.14 ELIA shall either approve or reject the credit notes within 5 Working Days after reception.