

EXPLANATORY NOTE

Explanatory note on the public consultation of the Proposal for Amendments to the Terms & Conditions for Balance Responsible Parties, related to flexible connection agreements, Peppol and the Incentive BRP Faster Settlement

Elia

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1. Practical information

This note serves as an explanation for the current consultation on the **proposal of amendments of the Terms and Conditions for Balance Responsible Parties** (hereafter referred to as “T&C BRP”). The purpose of this consultation is to obtain comments from the market parties. At the end of the public consultation, Elia will provide a consultation report that will be available to all market parties.

All responses to this public consultation will be made public on Elia’s website, except the comments for which market parties ask to treat their contribution as confidential. However, all responses to this public consultation will be submitted to the relevant regulatory authorities in the context of the official approval procedure¹ for the Rules organizing the T&C BRP.

Elia invites all stakeholders to submit any comments and suggestions they may have on the documents submitted for consultation. The consultation period runs **from 03 September 2025 to 03 October 2025**. All responses must be submitted via the online form on the Elia website. The draft proposal for the changes to the T&C BRP is available for consultation on the Elia website.

Questions regarding these documents can be sent to the following email address: thomas.vandervorst@elia.be, with the Key Account Manager (KAM) in cc: francois.jadoul@elia.be.

¹ Article 6(3) of Regulation 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing

2. Introduction

The current revision of the T&C BRP serves to prepare the framework of BRP balancing perimeter correction in context of flexible connection agreements, to bring the T&C BRP in line with legal requirements around PEPPOL as of 01/01/26, to introduce the changes related to the 2024 CREG Incentive on BRP Faster Settlement, and finally to simplify the procedure for updating Contact information.

Below a brief introduction to each of these topics, which are explained in detail in the following sections:

1. **BRP balancing perimeter correction in context of flexible connection agreements:** Elia is currently working on updating the various regulated documents to accommodate flexible connection agreements. While the exact design of the BRP perimeter correction in context of such flexible connection agreements is not yet fixed, the T&C BRP is updated within the context of this revision to accommodate a perimeter correction based on a Modulated Volume. The concept of this Modulated Volume is added as well as definition and will be defined in the Connection Contract for Grid Users connected to the Elia Grid. The Connection Contract will be subject to public consultation in 2026.
2. **Incentive Faster Settlement:** In 2024, Elia worked on the CREG Incentive Faster Settlement, which described a proposition of faster settlement of imbalance invoices, and an update of the financial guarantees in function of this faster settlement. This revision of the T&C BRP includes the changes required to accommodate those updates to the design.
3. **Peppol:** This revision of the T&C BRP precises that, in accordance with the legislation, structured electronic invoices must be issued via the Peppol network as from 1 January 2026.
4. **Remaining changes to invoicing:** The introduction of both Peppol and changes related to the Incentive Faster Settlement lead to a more streamlined invoicing process. Two additional changes were made to the invoicing process, to further streamline settlement; i.e. the removal of the three-day delay between sending and receiving an invoice and the move to a rolling-window Regularization invoice.
5. **Contact information:** With the development of the Digital Platform (EPIC), BRPs will be able to update their list of contact details through the EPIC portal rather than by exchanging documents. Appendix 2 of the T&C BRP includes a list of roles for which contact details must be provided.



3. BRP balancing perimeter correction in context of flexible connection agreements

In context of an expected increase in congestion issues, the framework for flexible connection agreements is evolving. The design evolutions on the framework for flexible connection agreements were described in a design note found on the Elia website². The updates to the regulated documents are ongoing; an amendment to the Connection Contract is foreseen for 2026, and CREG has decided on amendments to the Code of Conduct in its Decision (B)2899³. This part of the T&C BRP refers to the Connection Contract, where the modalities and volume to be used to correct the BRP balancing perimeter will be described in a next revision in 2026, and will consequently only be applicable when this revised Connection Contract enters into force, as outlined in the implementation plan.

The changes related to this balancing perimeter correction are the following:

- Glossary: an inclusion of the definitions of Modulated Volume and Grid User Contribution, as will be further detailed in the amendment to the Connection Contract;
- An update to art 15, to add that modifications to the BRP Balancing Perimeter are performed as a result of an activation of flexibility in context of flexible connection agreements.
- The addition of art. 20.9, which stipulates that within the framework of flexible connection agreements, the balancing perimeter of the BRP will be corrected, provided a Grid User Contribution is specified within the Connection Contract for Grid Users connected to the Elia Grid. The balancing perimeter will be corrected by removing the Modulated Volume when the Injection and/or Offtake of the Grid User is constrained during an activation within the contractual limits of the flexible connection agreement.

² Connection with flexible access: Design note on the evolution of the framework at federal level, found [here](#)

³ CREG decision (B)2899 can be found [here](#)



4. Incentive Faster Settlement

In 2024, Elia performed the Incentive on BRP Faster Settlement (IFS). The full details in scope of this incentive can be found in the design note published at the time on the Elia website⁴. The design is implemented almost entirely as presented within the incentive. Certain aspects have been finetuned, and are indicated in **yellow** below if they deviate from the original design:

1. A faster settlement for BRPs, leveraging the final provisional allocations generated by Atrias. This allows for a provisional invoicing of the BRP, for a certain month M foreseen on the eleventh (11th) working day of month M+1, **or on the sixteenth (16th) working day of month M+1 in case there would be additional data quality checks required.** Due to deviations that might occur between the final provisional allocations and the validated DSO allocations, the provisional invoice only covers 90% of the determined amount. The remaining amount to be (self-)invoiced is determined when the Base Invoice is generated, at M + 30 working days. A Provisional Invoice with an amount smaller than 50 kEUR will not be sent out. In order to ensure the Provisional Invoice is as close to the Base Invoice as possible, Elia and Atrias have implemented quality controls on the final provisional allocations, which will be monitored closely before each invoicing cycle. **In case the final provisional allocation data is considered of insufficient quality, no Provisional Invoice will be sent out for that month, for any BRP.** In this case, the month M is settled directly via the Base Invoice, expected at M + 30 working days.
The visual at the end of this section shows an example of the timings to be expected, when the month of September is considered as M.
2. A reduction in payment term, from 30 calendar days to 14 calendar days. This reduction in payment term applies to both BRPs paying invoices to Elia, as well as Elia paying the BRP self-bill towards the BRP.
3. An update to the system of financial guarantees. The BRP financial guarantee is now determined as the maximum of two values:
 - a. An invoice-based metric, based on the BRP's past three invoices, i.e. the latest Provisional Invoice (M-1) and the Base Invoices of the two months before that (M-2 and M-3). **In case no Provisional Invoice could be generated, the three last Base Invoices are used instead.**
 - b. A position-based metric, based on the BRP portfolio size and the past month's average imbalance price. A minimum imbalance price of 50 EUR/MWh is assumed, as explained in the incentive design note, as well as a minimum BRP portfolio size of 50 MW, which was already the case in the past. **Consequently, the minimum financial guarantee is reduced from 93 kEUR to 30 kEUR.**

⁴ The design note on BRP Faster Settlement can be found [here](#)



4. The requirements for updating the financial guarantee were revised as well. A monthly evaluation is still in place, but BRP financial guarantees only need to be updated if they are at least 30% *and* 15 kEUR higher than the current financial guarantee. In case the required guarantee is 500 kEUR higher than the current guarantee, the BRP will need to update their guarantee even if the delta between the new and current financial guarantee is lower than 30%. The rules for lowering the financial guarantee use the same threshold values; however, in case Elia warns the BRP that the financial guarantee can be lowered, there is no obligation to do so.

These changes entail updates to the following articles:

1. Glossary: definitions were added to specify the difference between the Provisional Invoice and the Base Invoice, as well as introduce the concept of final provisional allocations;
2. Update to art 5.2, to reflect the updated payment term for both the BRP and Elia;
3. Update to art 18, to describe the new financial guarantee system;
4. Update to art 22, to specify the data sharing for provisional allocations;
5. Update to art 29.4, to specify the modalities of the Provisional Invoice and the Base Invoice.

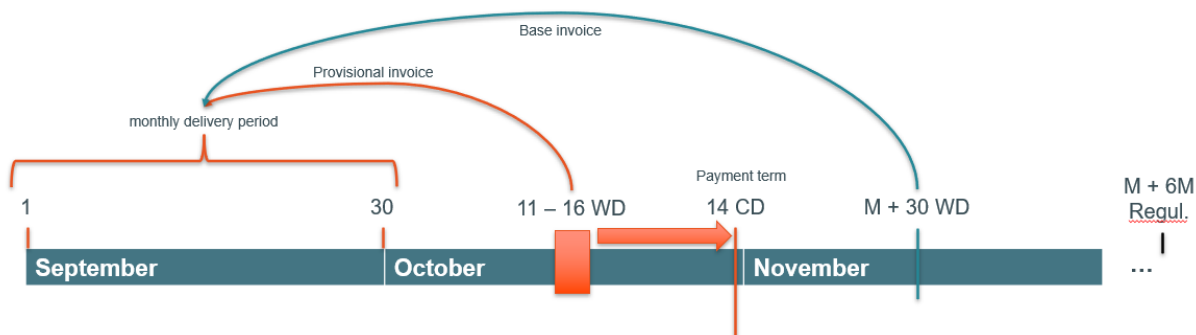


Illustration of the timings of the invoicing process. September is taken as an example for month M. The provisional invoice can be expected as of mid-October, i.e. on 11 working days after M, and will be sent on 16 working days after month M in case additional data quality checks would be required. The Base Invoice can be expected after 30 working days, or around mid-November in this example.



5. Peppol

Pursuant to the Royal Decree of 8 July 2025, the new article 13ter inserted in Royal Decree No.1 of 29 December 1992 precises that structured electronic invoices must be issued via the Peppol network.

Peppol (Pan-European Public Procurement On-Line), is a network that enables businesses and governments to securely exchange electronic documents, particularly invoices, using standardized protocols.

Changes are made in Article 5.1 of the T&C BRP to precise that, for BRPs that are VAT taxpayers in Belgium:

- Only structured electronic invoices will be sent and received via the Peppol network;
- The BRP must have an access point to an exchange platform meeting the Peppol standard;
- For a structured electronic invoice, the date of uploading on the platform shall be considered as the date of sending.

For BRPs that are not VAT taxpayers in Belgium, such structured electronic invoices can be used, based on a common agreement, otherwise sending of PDF invoices via e-mail or platform is accepted.

6. Remaining changes to invoicing

Finally, the invoicing process is streamlined a bit more, with two additional changes. These were not included in the design note of the IFS, but are considered valid in context of both the IFS and Peppol.

1. Due to mandatory e-invoicing in context of Peppol, which essentially eliminates any delay between sending and receiving a (hard-copy) invoice, the invoice is now considered to be received on the day it was sent. Therefore, the notion that an invoice is considered received after 3 working days is removed. This change was made in art. 5.2.
2. Art 29.4 includes a Regularization invoice. This invoice is currently sent out according to an annual cycle, and aims to regularize any mistakes that might have occurred in previous invoices. This annual cycle means that Elia will regularize erroneous previous invoice(s) at one point, for the entire past year. In line with its ambition to do the settlement of Imbalances as close to the delivery month as possible, Elia has amended this article to perform a monthly regularization where the Base Invoice for month M is regularized as of month M + 6. As an example, if necessary, the Base invoice of January '26 will be regularized as of July '26.



7. Contact details

With the development of the Digital Platform (EPIC digital customer portal⁵), BRPs will be able to update their list of contact details through the EPIC portal rather than by exchanging documents with ELIA. In addition, ELIA has updated the list of roles to include in the contact details list.

This leads to the following amendments:

- The Definition of the Digital Platform is introduced;
- **Appendix 2** precises that contact details must be provided by the BRP before, or upon signature of the BRP Contract, for each of the roles listed in the Table provided in Appendix 2. These contact details must be provided, and kept updated at all times, via the Digital Platform;
- References to a specific contact, in the T&C BRP, now lead to the contact details found on the Digital platform, rather than in Appendix 2.

⁵ <https://www.elia.be/en/customers/customer-tools-and-extranet/epic>

