

# Access Code for Transmission



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## **1. Purpose**

This Access Code for Transmission consists of a standard set of terms and conditions governing regulated access to the Transmission Services offered by the Transmission System Operator to any Network User on the Transmission Grid operated by Transmission System Operator in accordance with the code of conduct regarding access to the natural gas transmission network, storage facility for natural gas and LNG facility as approved by royal Decree of 23 December 2010 (the Code of Conduct).

The purpose of the Access Code for Transmission is to define the set of rules and procedures governing the Transmission Services offered by Transmission System Operator to Network Users on the Transmission Grid. In addition to being governed by the Access Code for Transmission, the Transmission Services offered by Transmission System Operator to any Network User on the Transmission Grid shall be subject to the terms and conditions set out in the Standard Transmission Agreement entered into between Transmission System Operator and any such Network User.

## **2. Scope**

This Access Code for Transmission shall apply to all Network Users subscribing for the Transmission Services from the Transmission System Operator.

## **3. Definitions**

Unless given any different meaning in this Access Code for Transmission, any capitalised term or expression in this Access Code for Transmission shall have the meaning given to it in the Glossary of Definitions, in Attachment 3 of the Standard Transmission Agreement.

## **4. Severability**

The invalidity of any provision of this Access Code for Transmission or of any schedule, Attachment, or part of a schedule or Attachment does not affect the validity of the Access Code for Transmission in its entirety. If any provision of this Access Code for Transmission is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Access Code for Transmission but without invalidating any of the remaining provisions of this Access Code for Transmission. Subject to section 5.1 and in accordance with the applicable regulation and legislation, Transmission System Operator shall then consult and make proposal in order to replace the invalid or unenforceable provision by a valid and enforceable substitute provision of which the effect is as close as possible to the intended effect of the invalid or unenforceable provision and integrate such modification into this Access Code for Transmission.

## **5. Status and coherence of the Access Code for Transmission**

### **5.1. Consultation and submission of the Access Code for Transmission**

Pursuant to the Code of Conduct, approval of the Access Code for Transmission (first version and its amendments) takes place as follows<sup>1</sup>:

- a) the Transmission System Operator must consult the market;
- b) the Transmission System Operator must submit the proposal of the Access Code for Transmission to the formal approval of the Regulator;
- c) Regulator must make a decision on the content of this proposal.

### **5.2. Publication of the status of the Access Code for Transmission**

The Transmission System Operator shall inform the Network Users of Regulator's decision. The changed version of the Access Code for Transmission and the date from which this version shall apply, shall be communicated by the Transmission System Operator to the Network Users by means of a publication on the website of the TSO.

The applicable version of the Access Code for Transmission is always available on the website of the TSO. Moreover, each version is given a unique version number, corresponding to its date of approval by Regulator.

## **6. Interpretation of the Access Code for Transmission**

In this Access Code for Transmission:

- a) All references to a clause, unless specified otherwise, are references to a clause in this Access Code for Transmission; references to a paragraph in a Section are references to a paragraph in the same Section in this Access Code for Transmission, and references to an Attachment are references to an Attachment in this Access Code for Transmission. The Attachments constitute an integral part of this Access Code for Transmission.
- b) In the Attachments of the Access Code for Transmission, all references to a clause, unless specified otherwise, are references to a clause in the same Attachment; references to a section are references to a section in the same Attachment; references to a paragraph are references to a paragraph in the same Attachment.
- c) The layout, heading and table of contents are only for the benefit of the reader and are inconsequential as regards the interpretation of content of the Access Code for Transmission.
- d) Any reference to a statute, associated act, regulation, rule, delegated legislation or decree, is issued to the same one as amended, modified or replaced over the course of time, and to any associated act, regulation, rule, delegated legislation or decree among them.

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<sup>1</sup> Notwithstanding the procedure set out here, the Transmission System Operator reserves the right to introduce minor changes (such as material errors) without prior consultation of Network Users. These minor changes shall be formally reported to the Network Users and shall also be published on the website of the TSO. The Transmission System Operator shall inform Regulator of such changes and the arguments for introducing these.

- e) References to time, unless specified otherwise, are references to local Belgian time. References to day, month and year, unless specified otherwise, are references to a day, month and year of the Gregorian calendar, respectively.
- f) The description of rules, conditions and provisions only relates to the Transmission Services offered on the Transmission Grid.

## 7. Structure of the Access Code for Transmission

Section	Title
Access Code for Transmission	Access Code for Transmission
Attachment A	Transmission Model
Attachment B	Subscription and Allocation of Transmission Services
Attachment C	C1: General operating procedures C2: Interruption constraints of end user domestic exit points C3: Operating procedures for quality conversion services C4: Specific requirements
Attachment D	Metering Procedures
Attachment E	Congestion Management
Attachment F	Incident Management
Attachment G	Electronic Data Platform



# ACCESS CODE FOR TRANSMISSION



Attachment A: Transmission Model

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# 1 Definitions

Unless the context requires otherwise, the definitions set out in the Attachment 3 of the STA apply to this Attachment A. Capitalized words and expressions used in this Attachment A which are not defined in the Attachment 3 of the STA shall have the following meaning:

## 1.1 Naming conventions

The variables and parameters used in this Attachment are named according to the following naming conventions, unless indicated otherwise:

- indices to *sum* function (e.g.  $\sum_{\text{indice}} \text{variable}_i$ ), *max* and *min* functions :
  - *d* = sum of values per hour of Gas Day *d*
  - *m* = sum of values per Gas Day *d* of Gas Month *m*
  - *zone* = sum of values of all Connection Points of the Zone, as specified
  - *(all) Network Users* = sum of values for all Network Users
- indices : *h* = hourly; *d* = daily; *m* = monthly; *y* = yearly
- indices : *f* = forecast; *r* = real (actual)
- index: *a* = auction
- prefix (tariffs) : *T* = Regulated Tariff
- prefix : *E* = Entry; *X* = Exit
- prefix (nominations, allocations) : *E* = Energy
- suffix : *M* = Metering; *N* = Nomination; *A* = Allocation
- suffix prime (') = final (allocation) or last (nomination); no quote means provisional (allocation) or initial (nomination)
- suffix *m* = matched
- suffix \* = before settlement; no suffix means after settlement
- indices (exceedings) : *p* = peak; *np* = non-peak
- prefix (incentives) : *E* = Excess or Exceeding; *S* = Shortfall; *I* = Incentives
- indices (capacity services): *e* = Entry; *x* = Exit, *dl* = Direct Line
- indices (capacity type): *f* = Firm; *b* = Backhaul; *i* = Interruptible; *io* = Operational Interruptible
- indices (rate type): *y* = Yearly; *s* = Seasonal; *st* = Short Term;
- indices (Point): *IP* = Interconnection Point or Installation Point; *XP* = Domestic Point, *z* = Zone
- indices *ts* = Transmission Service; *ct* = Capacity Type; *rt* = Rate Type
- indices (market): *1m* = Primary Market; *2m* = Secondary Market,
- indices (Network User): *g* = Network User,

- indices qcs = Quality Conversion Service; bl = base load; pl = peak load; sl = seasonal load; pr = local producer
- indices (implicit allocation): ia = implicit allocation; h-n = a previous hour in the same Gas Day; shortfall = shortfall transfer service charge; excess = excess transfer service charge

## 1.2 List of definitions

The following term is defined as:

The variables and parameters used in this Agreement are listed hereunder:

$AS_{d,z,g}$	Allocation Settlement – daily value per Network User per Zone, compensating the difference between allocations based on provisional data and allocations based on final data, expressed in kWh, as provided for in section 5.2.
$ASGP_{d,z,g}$	Allocation Settlement Network User Purchase – daily value per Network User per Zone, purchase compensating a negative Allocation Settlement ( $AS_{d,z,g}$ ), expressed in €, as provided for in section 5.2.
$ASGS_{d,z,g}$	Allocation Settlement Network User Sale – daily value per Network User per Zone, sale compensating a positive Allocation Settlement ( $AS_{d,z,g}$ ), expressed in €, as provided for in section 5.2.
$CE_{d,g}$	Confirmed Energy – daily value in MWh per Network User which is the nominated energy for ZTP Trading Services as provided for in section 6.2.9.2.
$CGCVz$	Conversion Gross Calorific Value – fix conversion factor per Zone z, expressed in kWh/m <sup>3</sup> (n) for conversion of a MTSR subscribed in m <sup>3</sup> (h)/h towards kWh/h, which is equal to 11.3 for H calorific gas and to 9.8 for L calorific gas.
$D_{dl}$	Distance of Direct Line – expressed in km; as provided for in section 6.2.1.3.
$EA'_h$	Energy (final) Allocation – hourly value per Network User and per Connection Point; expressed in kWh.
$EEA'_h$	Entry Energy (final) Allocation – hourly value per Network User and per Connection Point; positive value expressed in kWh; as provided for in section 4.1.
$EEA_h$	Entry Energy (provisional) Allocation – hourly value per Network User and per Connection Point; positive value expressed in kWh; as provided for in section 4.1.
$EEN_h$	Entry Energy (last) Nomination – hourly value per Network User and per Connection Point; positive value expressed in kWh; last nomination accepted by the TSO, as provided for in Attachment B.
$EEN'_h$	Entry Energy (last) Nomination – matched - hourly value per Network User and per Connection Point; positive value expressed in kWh; last nomination confirmed by the TSO, as provided for in section <b>Error! Reference source not found..</b>

$EIMTSR_h$	Energy Interrupted Maximum Transmission Services Right – hourly value per Network User and per Connection Point; expressed in kWh; the part of $MTSR_i$ and/or $MTSR_{io}$ and/or $MTSR_b$ that is interrupted at hour $h$ , as provided for in section 3.1.1.
$EM'_h$	Energy (final) Measurement – hourly value per Connection Point; expressed in kWh; as provided for in section 4.
$EM_h$	Energy (provisional) Measurement – hourly value per Connection Point; expressed in kWh; as provided for in section 4.
$EMTSR_d$	Energy MTSR – daily value per Connection Point; expressed in kWh/h; as provided for in section 3.1.2.
$EXE_d$	Exceeding of Exit Energy – daily value per Network User and per Domestic Point; expressed in kWh/h, daily maximum of exceeding of hourly exit energy, as provided for in section 3.1.3.
$EXE_{m,np}$	Non-Peak Exceeding of Exit Energy – monthly value per Network User and per Domestic Point; expressed in kWh/h; sum of $EXE_d$ over Month $m$ , less $EXE_{m,p}$ , as provided for in section 3.1.3.
$EXE_{m,p}$	Peak Exceeding of Exit Energy – monthly value per Network User and per Domestic Point; expressed in kWh/h; maximum of $EXE_d$ over Month $m$ , as provided for in section 3.1.3.
$GCV'_h$	Gross Calorific Value (final) – hourly value per Connection Point; expressed in kWh/m <sup>3</sup> (n); as provided for in section 3.1.2.
$GCV_h$	Gross Calorific Value (provisional) – hourly value per Connection Point; expressed in kWh/m <sup>3</sup> (n); as provided for in section 3.1.2.
$GP_d$	Gas Price – reference price for Gas Day $d$ – daily value; expressed in €/kWh. Fluxys Belgium will publish on its website – transmission tariff webpage – the currently applicable price reference together with the list of previous used references with their associated validity period. Such applicable price reference can change over time, subject to a notification by Fluxys Belgium to the market with pre-notice period of at least 1 month.
$h$	Hour – Period of 60 minutes, beginning at a full hour and ending at the next succeeding full hour, and identified by the beginning as herein defined.
$I_{h,z,g}$	Imbalance – hourly value in kWh per Zone and per Network User; based on provisional values; as provided for in section 5.1.
$IEXE_{m,np,XP}$	Incentives for Excess of Exit Energy (non-peak) for End User Domestic Point – monthly value per Network User and per End User Domestic Point; expressed in €; as provided for in section 3.1.3.
$IEXE_{m,p,XP}$	Incentives for Excess of Exit Energy (peak) for End User Domestic Point – monthly value per Network User and per End User Domestic Point ; expressed in €; as provided for in section 3.1.3.

*Monthly Administrative Fee*

Amounts, invoiced to and payable by Network User on a monthly basis based on the performed assignment transactions on the secondary market, cancellations and the subscribed real time data delivery service on the Electronic Data Platform, invoiced with the Monthly Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Allocation Settlement Fee*

Amounts payable by or to Network User on a monthly basis based on the difference between the provisional and final allocations, invoiced with the Monthly Invoice or with the Monthly Self-billing Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Allocation Settlement Purchase Fee*

Amounts, invoiced to and payable by Network User on a monthly basis based on the subscribed Transmission Services, invoiced with the Monthly Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Allocation Settlement Sale Fee*

Amounts, invoiced to and payable to Network User on a monthly basis based on the subscribed Transmission Services, invoiced with the Monthly Self-billing Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Capacity Fee for implicitly allocated Transmission Services for Zeebrugge*

Amounts, invoiced to and payable by Network User on a monthly basis based on the implicit allocation of Transmission Services invoiced with the Monthly Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Capacity Fee for Quality Conversion to H*

Amounts, invoiced to and payable by Network User on a monthly basis based on the subscribed Quality Conversion to H Services, invoiced with the Monthly Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Energy in Cash Fee*

Amounts, payable by Network User on a monthly basis, based on the transmitted quantities, invoiced with the Monthly Invoice, in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Fixed Fees for ZTP Trading Services*

Amounts, invoiced to and payable by Network User on a monthly basis based on the subscribed ZTP Trading Services, invoiced with the Monthly

Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Incentive Fee*

Amounts, invoiced to and payable by Network User on a monthly basis, for the Capacity Exceedings and Balancing Incentives, invoiced with the Monthly Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Odourisation Fee*

Amounts, invoiced to and payable by Network User on a monthly basis, for the odourisation of the Natural Gas, invoiced with the Monthly Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Transmission Imbalance Settlement Fee*

Amounts, payable by Network User on a monthly basis based on Transmission Imbalance, invoiced with the Monthly Invoice, in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

*Monthly Variable Fees for ZTP Trading Services*

Amounts, invoiced to and payable by Network User on a monthly basis, based on traded/transferred quantities of Gas through ZTP Trading Services, invoiced with the Monthly Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs

*Monthly Zee Platform Fee*

Amounts, invoiced to and payable by Network User on a monthly basis based on the subscribed Zee Platform Services, invoiced with the Monthly Invoice in accordance with the Standard Transmission Agreement (STA – Attachment 2 – Article 6), section 6 of this Attachment and the Regulated Tariffs.

<i>MTSR</i>	Maximum Transmission Services Right – value per Network User and per Connection Point; expressed in kWh/h; as provided for in section 3.
<i>MTSRBB</i>	Maximum Transmission Services Right Buy-Back – value per Network User and per Interconnection Point that is bought back through the buy-back procedures from Network User by TSO; expressed in kWh/h; as provided for in section 3.
<i>MTSR<sub>1m</sub></i>	Maximum Transmission Services Right – Primary Market – value per Network User and per Connection Point; subscribed on the Primary market; expressed in kWh/h.
<i>MTSR<sub>2m</sub></i>	Maximum Transmission Services Right – Secondary Market – value per Network User and per Connection Point, traded on the Secondary market, positive value if bought and a negative value if sold; expressed in kWh/h.

$MTSR_b$	Maximum Transmission Services Right – Backhaul – value per Network User and per Connection Point; expressed in kWh/h; as provided for in section 3.
$MTSR_{cbds}$	Maximum Transmission Services Right – Cross Border Delivery Service – value per Network User and per Interconnection Point or Installation Point; expressed in kWh/h; as provided in section 3.2.2.
$MTSR_d$	Maximum Transmission Services Right – value per Network User and per Connection Point for considered Gas Day $d$ ; expressed in kWh/h; as provided for in section 3.
$MTSR_{d,ct,y,XP,g}$	Maximum Transmission Services Right for Gas Day $d$ for Capacity Type $ct$ , of the Yearly Rate Type $y$ , at Domestic Point $XP$ for Network User $g$ ; expressed in kWh/h; as provided for in section 3.
$MTSR_{d,ct,s,XP,g}$	Maximum Transmission Services Right for Gas Day $d$ for Capacity Type $ct$ , of the Seasonal Rate Type $s$ , at Domestic Point $XP$ for Network User $g$ ; expressed in kWh/h; as provided for in section 6.2.1.
$MTSR_{d,ct,st,XP,g}$	Maximum Transmission Services Right for Gas Day $d$ for Capacity Type $ct$ , of the Short Term Rate Type $st$ , at Domestic Point $XP$ for Network User $g$ ; expressed in kWh/h; as provided for in section 6.2.1.
$MTSR_{d,dl,y,XP,g}$	Maximum Transmission Services Right for Gas Day $d$ for Direct Line $dl$ , of the Yearly Rate Type, at Domestic Point $XP$ for Network User $g$ ; expressed in kWh/h; as provided for in section 6.
$MTSR_{d,dl,s,XP,g}$	Maximum Transmission Services Right for Gas Day $d$ for Direct Line $dl$ , of the Seasonal Rate Type, at Domestic Point $XP$ for Network User $g$ ; expressed in kWh/h; as provided for in section 6.
$MTSR_{d,ip1,ip2,ocuc,g}$	Maximum Transmission Services Right – OCUC – value per Network User and for Entry at Interconnection Point 1 and Exit at Interconnection Point 2 for considered Gas Day $d$ ; expressed in kWh/h; as provided for in section 6.2.1.5.
$MTSR_{d,ip1,ip2,w,g}$	Maximum Transmission Services Right – Wheeling – value per Network User and for Entry at Interconnection Point 1 and Exit at Interconnection Point 2 for considered Gas Day $d$ ; expressed in kWh/h; as provided for in section 6.2.1.4.
$MTSR_{d,QCtoH,g}$	Maximum Transmission Services Right – Quality Conversion to H – value per Network User for Gas Day $d$ ; as provided for in section 6.2.3.
$MTSR_{d,ts,ct,s,IP,g}$	Maximum Transmission Services Right for Gas Day $d$ for Transmission Service $ts$ , of Capacity Type $ct$ , of the Seasonal Rate Type, at Interconnection Point or Installation Point $IP$ for Network User $g$ ; expressed in kWh/h; as provided for in section 6.
$MTSR_{d,ts,ct,y,IP,g}$	Maximum Transmission Services Right for Gas Day $d$ for Transmission Service $ts$ , of Capacity Type $ct$ , of the Yearly Rate Type, at Interconnection Point or Installation Point $IP$ for Network User $g$ ; expressed in kWh/h; as provided for in section 6.

$MTSR_e$	Maximum Transmission Services Right – Entry – value per Network User and per Interconnection Point or Installation Point; expressed in kWh/h; as provided for in section 3.1.2.
$MTSR_f$	Maximum Transmission Services Right – Firm – value per Network User and per Connection Point; expressed in kWh/h; as provided for in section 3.
$MTSR_{h,ts,ct,s,IP,g}$	Maximum Transmission Services Right for Gas Hour $h$ for Transmission Service $ts$ , of Capacity Type $ct$ , of the Seasonal Rate Type, at Interconnection Point or Installation Point $IP$ for Network User $g$ ; expressed in kWh/h; as provided for in section 6.
$MTSR_{h,ts,ct,y,IP,g}$	Maximum Transmission Services Right for Gas Hour $h$ for Transmission Service $ts$ , of Capacity Type $ct$ , of the Yearly Rate Type, at Interconnection Point or Installation Point $IP$ for Network User $g$ ; expressed in kWh/h; as provided for in section 6.
$MTSR_i$	Maximum Transmission Services Right – Interruptible – value per Network User and per Connection Point; expressed in kWh/h; as provided for in section 3.
$MTSR_{io}$	Maximum Transmission Services Right – Interruptible Operational – value per Network User and per Installation Point; expressed in kWh/h; as provided for in section 3.
$MTSR_{ITSia}$	Maximum Transmission Services Right – Implicit Allocation – value per Network User; expressed in kWh/h; as provided for in section <b>Error! Reference source not found..</b>
$MTSR_{LHCS,Y}$	Maximum Transmission Services Right eligible for L Capacity Switch Service for Gas Year $Y$ as provided for in section 3.6.2.
$MTSR_{ONia}$	Maximum Transmission Services Right – Implicit Allocation through overnomination – value per Network User; expressed in kWh/h; as provided for in Attachment B.
$MTSR_{QCtoH}$	Maximum Transmission Services Right – Quality Conversion to H – value per Network User; expressed in kWh/h; as provided for in section <b>Error! Reference source not found..</b>
$MTSR_s$	Maximum Transmission Services Right – Seasonal – value per Network User and per Connection Point, expressed in kWh/h; as provided for in section 3.
$MTSR_{st}$	Maximum Transmission Services Right – Short Term – value per Network User and per Domestic Point, expressed in kWh/h; as provided for in section 3.
$MTSR_x$	Maximum Transmission Services Right – Exit – value per Network User and per Connection Point; expressed in kWh/h; as provided for in section 3.
$MTSR_y$	Maximum Transmission Services Right – Yearly – value per Network User and per Connection Point; expressed in kWh/h; as provided for in section 3.
$MTSR_{zpf}$	Maximum Transmission Services Right – Yearly – unlimited MTSR per Network User to transmit natural gas between Zee Platform

	Interconnection Points and Installation Point; on the conditions as set out in section 3.2.2.
$NCTT_{h,g,z}$	Net Confirmed Title Transfers – provisional – hourly value per Zone per Network User, expressed in kWh, positive values indicate net purchases, negative values indicate net sales, as described in ACT – Attachment C1.
$NCTT'_{h,g,z}$	Net Confirmed Title Transfers – final – hourly value per Zone and per Network User, expressed in kWh, positive values indicate net purchases, negative values indicate net sales, as described in ACT – Attachment C1.
$N_{h,y}$	Number of Hours within the considered calendar year, as provided in section 6.
$N_m$	Number of Days within the considered calendar month, as provided in section 6.
$N_y$	Number of Days within the considered calendar year, as provided in section 6.
$NYM$	Non-Yearly Multiplier – factor applied for non-yearly capacity, as defined in the Regulated Tariffs, and as provided for in section 6.
$ODO_{XP}$	Odourisation – value per Domestic Point; physical characteristic of a Domestic Point; equals 1 if the Domestic Point is odourised, and 0 otherwise, may be any value between 0 and 1 for Distribution Domestic Points, as provided for in section 6.2.8.
$OF_{m,IPorXP,g}$	Occurrence Factor – monthly value per Network User and per Connection Point; one increased by the number of Months of the preceding 12 Months during which capacity exceedings have taken place for Network User for the concerned Connected Point, as provided for in section 3.1.3.
$P_{BB,g}$	Price for buy back paid by the TSO – daily; expressed in €/kWh/h/d as provided for in section 6.2.1.
$P_{LH,Y}$	Percentage of L-gas Entry Service that can be transferred for Gas Year Y under the L Capacity Switch Service as set out in section 3.6.2. This percentage is defined based on the physical conversion planning as published by Synergrid once a year.
$PS_{XP}$	Pressure Service - value per Domestic Point; physical characteristic of a Domestic Point; equals 1 if the Domestic Point is equipped with a PS, and 0 otherwise, for Distribution Domestic Points, please refer to section 6.2.1.2.
$SC_m$	Seasonal Coefficient – monthly value; factor used for defining the seasonal capacity tariff versus the yearly capacity tariff, using a quarterly factor for any (sub)period that represents a standard quarterly product, and a monthly factor for all other periods, as defined in the Regulated Tariffs, as provided for in section 6.1. In case of a capacity service obtained through a transaction such as secondary market or a substitution service, the Seasonal Coefficient is determined by the original service period.
<i>Shipper Code</i>	A code that identifies a Network User when submitting a nomination for its Transmission Services. Such code is related to the operational systems of the TSO.



$STM$	Short Term Multiplier – factor defining the Short Term capacity tariff versus the Seasonal capacity tariff, as defined in the Regulated Tariffs; as provided for in section 6.
$T_{ct,HP,XP}$	Tariff for HP Supply of Capacity Type $ct$ at Domestic Point $XP$ – Regulated Tariff; expressed in € / kWh/h / year, as provided for in section 6.
$T_{ct,PS,XP}$	Tariff for PS Supply of Capacity Type $ct$ at Domestic Point $XP$ – Regulated Tariff; expressed in € / kWh/h / year, as provided for in section 6.
$T_{dt,ct}$	Tariff for Direct Line of Capacity Type $ct$ – Regulated Tariff; expressed in € / kWh/h / year, as provided for in section 6.
$T_{dt,d}$	Tariff for Direct Line based on Distance $D_{dl}$ – Regulated Tariff; expressed in € / kWh/h / km / year, as provided for in section 6.
$T_{EIC}$	Tariff for Energy In Cash – Regulated Tariff; factor of applicable on the total allocated energy of a Network User on a Connection Point, used in the invoicing of the energy in cash, as provided for in section 6.
$T_{FixZTP}$	Fixed tariff for ZTP Trading Services - Regulated Tariff; expressed in €/Month, as provided for in section 6.
$T_{IP1,IP2,OCUC}$	Tariff for OCUC from Interconnection Point $IP1$ to Interconnection Point $IP2$ – Yearly – Regulated Tariff; expressed in €/(kWh/h)/year; as provided for in section 6.
$T_{IP1,IP2,w}$	Tariff for Wheeling from Interconnection Point $IP1$ to Interconnection Point $IP2$ – Yearly – Regulated Tariff; expressed in €/(kWh/h)/year; as provided for in section 6.
$T_{ODO}$	Tariff for Odourisation – variable term – Regulated Tariff; expressed in €/MWh; as provided for in section 6.2.8.
$T_{QCtoH}$	Tariff for Quality Conversion to H Service – Regulated Tariff; expressed in € / kWh/h / year, as provided for in section 6.
$T_{ts,ct,IP}$	Tariff for Transmission Service $ts$ of Capacity Type $ct$ at Interconnection Point or Installation Point $IP$ – Regulated Tariff; expressed in € / kWh/h / year, as provided for in section 6.
$T_{VarZTP}$	Variable tariff for ZTP Trading Services - Regulated Tariff; expressed in €/MWh, as provided for in section 6.
$TI^1_{h,g}$	Transmission Imbalance – validated – hourly value per Network User based on final allocations for Wheeling Services, Zee Platform Services, Services submitted to an Operational Capacity Usage Commitment or Direct Line Services; expressed in kWh; as provided for in section 6.2.7.
$TXEA_{h,z,g}$	Total Exit Energy Allocations – hourly value per Zone, per Network User, expressed in kWh, as provided for in Attachment C section 5.1.4.
$XEA^1_h$	Exit Energy (final) Allocation – hourly value per Network User and per Connection Point; negative value expressed in kWh; as provided for in section 4.1.

$XEA_h$	Exit Energy (provisional) Allocation – hourly value per Network User and per Connection Point; negative value expressed in kWh; as provided for in section 4.1.
$XEN_h$	Exit Energy (last) Nomination – hourly value per Network User and per Connection Point; negative value expressed in kWh; last nomination accepted by the TSO, as provided for in Attachment 4.1.
$XEN'_h$	Exit Energy (last) Nomination – matched - hourly value per Network User and per Connection Point; negative value expressed in kWh; last nomination confirmed by the TSO, as provided for in section 4.1.
$ZPF_{d,g}$	Number of Zee Platform Interconnection Points or Installation Point (minimum 2 points) for which Network User has Zee Platform Services for Gas Day $d$ , as provided for in section 3.2.2

## 2 Application area

Fluxys Belgium and the TSO from Luxembourg, Creos Luxembourg, completed the integration of their respective H market zones on 1 October 2015. The resulting BeLux area consists of an entry/exit system with a Virtual Trading Point “Zeebrugge Trading Point” or “ZTP”. Network Users don’t have to subscribe to capacity services to transport gas between Belgium and Luxembourg (and vice versa). This Access Code for Transmission is applicable for services offered by Fluxys Belgium on the Belgian territory.

## 3 Services

### 3.1 Entry and Exit Services

#### 3.1.1 Overview and characteristics of subscribed MTSR of Entry and Exit Services

The Transmission Grid consists of two Zones (one for H-calorific Natural Gas and one for L-calorific Natural Gas), of Interconnection Points, Installation Points and Domestic Exit Points for each Zone. Each Interconnection Point, Installation Point and Domestic Exit Point is located in one Zone<sup>1</sup>.

Each Transmission Service is characterized by respectively a Connection Point (Interconnection Point, Installation Point or Domestic Point), by a Capacity Type, a Rate Type and a Service Duration (with a start date and an end date).

The following Entry and Exit Services exist:

- An Entry Transmission Service ( $MTSR_e$ ) enables a Network User to inject a quantity of Natural Gas at an Interconnection Point, Installation Point or a Domestic Point into a Zone.
- An Exit Transmission Service ( $MTSR_x$ ) enables a Network User to withdraw a quantity of Natural Gas from a Zone, at an Interconnection Point, Installation Point or a Domestic Point.

The following Capacity Types exist for Transmission Services:

<sup>1</sup> Except for the Installation Point “Quality Conversion” which is located both in the H Zone and the L Zone.

- Firm Transmission Services ( $MTSR_f$ ) are, subject to the terms and conditions of the Standard Transmission Agreement, always available and usable under normal operating conditions.
- Interruptible capacity ( $MTSR_i$ ,  $MTSR_{io}$ ) can be interrupted by the TSO, following the rules described in ACT – Attachment C1.
- Backhaul capacity ( $MTSR_b$ ) can be offered at uni-directional Connection Points, in the opposite direction of the physical gas flow direction and is available as long as the resulting physical flow remains in the physical direction of the Connection Point.

In the following tables, an overview is set out with the Capacity Types on offer for the different Points:

Interconnection Points and Installation Points	Zone	Entry Transmission Services			Exit Transmission Services		
		Firm	Backhaul	Interruptible	Firm	Backhaul	Interruptible
Blaegnies L	L		X		X		O
IZT	H	X		O	X		O
Hilvarenbeek L	L	X		O		X	
VIP-BENE (1)	H	X		O	X		O
VIP THE-ZTP (1)	H	X		O	X		O
Virtualys (1)	H	X		O	X		O
Zeebrugge	H	X		O	X		O
ZPT	H	X		O		X	
Loenhout	H	X		X*	X		X*
Zeebrugge LNG Terminal	H	X		O		X	
Dunkirk LNG Terminal	H	X					
H <sub>2</sub> -IN <sup>2</sup>	H	X					

- X = Service is offered and can be contracted within indicative availabilities as published on the Fluxys Belgium website
- X\* = Operational Interruptible capacity that corresponds to capacities that Fluxys Belgium has secured for the operation of the Transmission Grid and that are made available to Network Users on an Interruptible basis.
- O = Service is optionally offered
- (1) = According to the regulations set out in NC CAM Art 19.9, the name of the former Interconnection Points are aligned with the name of their respective "virtual" Interconnection Point as stated in the table below. Any reference in a Service Confirmation to these former Interconnection Point names is considered as a reference to the new "virtual" Interconnection Point.

Former IP (name)	New IP (name) "virtual"
Blaegnies Segeo	Virtualys
Blaegnies Troll	Virtualys
Alveringem	Virtualys
's Gravenvoeren	VIP-BENE
Zandvliet H	VIP-BENE
Zelzate 1	VIP-BENE
Zelzate 2	VIP-BENE
Eynatten 1	VIP THE-ZTP
Eynatten 2	VIP THE-ZTP

<sup>2</sup> As from 01/07/2023, subject to a pre notice of 4 weeks

The Quality Conversion Service to H offers the possibility to inject H<sub>2</sub> or L-gas into the H Zone where it can be blended with H-gas so that the mix is a Compatible Gas. The Capacity Type is Interruptible.

Domestic Points	Zone	Entry Transmission Services			Exit Transmission Services		
		Firm	Back haul	Interruptible	Firm	Back-haul	Interruptible
End User Domestic Point	H of L	X	-	-	X	-	O
Distribution Domestic Point	H of L	-	X	-	X	-	-

The following Rate Types exists for Transmission Services:

- Yearly Transmission Services ( $MTSR_y$ );
- Seasonal Transmission Services ( $MTSR_s$ );
- Short Term Transmission Services ( $MTSR_{st}$ );

These Rate Types are attributed based on the characteristics of the Transmission Service (Entry or Exit, location and Service Period), as set out in the Access Code (ACT - Attachment B). For the sake of completeness of this Attachment, these are summarized in the following table:

Capacity Transmission Services	Service Period	Rate Type	MTSR
Entry Transmission Services on Interconnection Points and Installation Points	= 1 year or multiple of 12 calendar months	Yearly	$MTSR_{d,e,ct,y,IP}$
	1 month= $\leq x < 1$ year	Seasonal	$MTSR_{d,e,ct,s,IP}$
	< 1 month		
Exit Transmission Services on Interconnection Points and Installation Points	= 1 year or multiple of 12 calendar months	Yearly	$MTSR_{d,x,ct,y,IP}$
	1 month= $\leq x < 1$ year	Seasonal <sup>3</sup>	$MTSR_{d,x,ct,s,IP}$
	< 1 month		
Exit Transmission Services on End User Domestic Points	= 1 year or multiple of 12 calendar months	Yearly	$MTSR_{d,x,ct,y,XP}$
			$MTSR_{d,x,ct,ff,XP}$
	1 month = $\leq x < 1$ year	Seasonal	$MTSR_{d,x,ct,s,XP}$
	< 1 month	Short Term	$MTSR_{d,x,ct,st,XP}$
Exit Transmission Services on Distribution Domestic Points	All Service Periods	Yearly	$MTSR_{d,x,ct,y,XP}$
Entry Transmission Services on End User Domestic Points	year	Yearly	$MTSR_{d,e,ct,y,XP}$
Entry Transmission Services on Distribution Domestic Points	year	Yearly	$MTSR_{d,e,ct,y,XP}$

<sup>3</sup> As from 1<sup>st</sup> January 2024

Note that for capacities allocated by the TSO (through implicit allocation) for Loenhout or for Distribution Domestic Exit Points, the Rate Type is always Yearly.

Exit Transmission Services on Domestic Points always include the high pressure (HP) Exit Service and may include the Pressure Service (PS) and odorisation (ODO).

- Via the Pressure Service (PS), Fluxys Belgium reduces the pressure at a Domestic Point within the contractual minimum and maximum pressure limits.
- Odorisation consists in Fluxys Belgium injecting an odorant in gas at Domestic Points where an odorisation facility is operated by Fluxys Belgium.

The subscription of Exit Capacity at Domestic Points ( $MTSR_{d,x,ct,y,XP}$ ) implies the delivery (and the payment, according to section 6) of these services in function of the respective coefficients  $PS_{XP}$ , and  $ODO_{XP}$ . These coefficients are set per End User Domestic Point or per Aggregated Receiving Station (ARS) for Distribution Domestic Points, have a value between 0 and 1 and are published on Fluxys Belgium's website<sup>4</sup>.

Entry Transmission Services on Domestic Points always include the Entry Service and may include the Pressure Service (PS). Via the Pressure Service, Fluxys Belgium increases the pressure to the operating pressure of the network at which a Domestic Point is connected.

The subscription of Entry Capacity at Domestic Points ( $MTSR_{d,e,ct,y,XP}$ ) implies the delivery (and the payment, according to section 6) of these services in function of the coefficient  $PS_{XP}$ . This coefficient is set per Domestic Point, has a value between 0 and 1 and is published on Fluxys Belgium's website<sup>5</sup>.

For two specific cases of End Users located in Belgium near a border and directly connected to the Transmission Grid of an Adjacent TSO or to the grid of a foreign Distribution Network Operator (currently: from Veldwezelt to Steenfabriek Wienerberger and from Momignies to Gerresheimer Momignies), Direct Line MTSR ( $MTSR_{dl}$ ) is offered instead of Entry and Exit MTSR.

### 3.1.2 Maximum Transmission Services Rights (MTSR)

MTSR is always expressed in energy (kWh/h). At a considered Connection Point, the MTSR of a Network User is calculated as the Energy MTSR ( $EMTSR_d$ ) minus the MTSR bought back through the buy-back procedure ( $MTSRBB_d$ ).

$$MTSR_d = EMTSR_d - MTSRBB_d$$

The  $MTSR_f$  bought back through the buy-back procedure ( $MTSRBB_{d,IP,g}$ ) for Day  $d$ , for Interconnection Point  $IP$ , for a Network User  $g$  is calculated as the maximum of  $MTSR_{h,f}$  bought back during the specific Gas Day.

$$MTSRBB_{d,IP,g} = \max_d (MTSRBB_{h,IP,g})$$

### 3.1.3 Capacity Exceedings

#### 3.1.3.1 Entry Capacity Exceedings at an End User Domestic Point

Capacity Exceedings for Entry are not applicable to End User Domestic Points.

<sup>4</sup> <http://www.fluxys.com/belgium/en/Services/Transmission/TransmissionTariffs/TransmissionTariffs>

<sup>5</sup> <http://www.fluxys.com/belgium/en/Services/Transmission/TransmissionTariffs/TransmissionTariffs>

### 3.1.3.2 Exit Capacity Exceedings at an End User Domestic Point

Capacity Exceedings are applicable to End User Domestic Points, and not to Distribution Domestic Points.

The Energy Exit Exceeding ( $EXE_{d,XP,g}$ )<sup>6</sup>, expressed in kWh/h for Gas Day  $d$ , for Network User  $g$ , for Domestic Point  $XP$  is the highest excess, for that Gas Day  $d$ , of the final Exit Energy Allocation ( $XEA'_h$ ) with respect to Transmission Services of Network User and the Energy Interrupted MTSR ( $EIMTSR_h$ ) on the considered End User Domestic Point :

$$EXE_{d,XP,g} = \max_d [\max(0; -XEA'_{h,IP,g} - EMTSR_{d,XP,g} + EIMTSR_{h,XP,g})]$$

The Peak Exceeding of Exit Energy for Network User  $g$  ( $EXE_{m,p,XP,g}$ ) for Month  $m$  is equal to the highest daily Exit Energy Exceeding over Month  $m$  on the considered Domestic Point  $XP$ :

$$EXE_{m,p,XP,g} = \max_m EXE_{d,XP,g}$$

The Non-Peak Exceeding of Exit Energy for Network User  $g$  ( $EXE_{m,np,XP,g}$ ) for Month  $m$  is equal to the sum of all daily Exit Energy Exceedings of Network User  $g$  for the considered Transmission Service less the Peak Exceeding of Exit Energy of Network User  $g$  on the considered Domestic Point  $XP$ :

$$EXE_{m,np,XP,g} = \sum_m EXE_{d,XP,g} - EXE_{m,p,XP,g}$$

The Peak Exit Exceeding Incentive for Month  $m$  for Network User  $g$  for Domestic Point  $XP$  is calculated as follows:

$$IEXE_{m,p,XP,g} = EXE_{m,p,XP,g} \times (T_{f,HP} + PS_{XP} \times T_{PS}) \times \min\left[\frac{1.5 \times OF_{m,XP,g}}{12}; 1\right]$$

The Non-Peak Exit Exceeding Incentive for Month  $m$  for Network User  $g$  for Domestic Point  $XP$  is calculated as follows:

$$IEXE_{m,np,XP,g} = \min\left[EXE_{m,np,XP,g} \times \frac{(T_{f,HP} + PS_{XP} \times T_{PS})}{6} \times \min\left[\frac{1.5 \times OF_{m,XP,g}}{12}; 1\right]; IEXE_{m,p,XP,g}\right]$$

## 3.2 Short haul Services

### 3.2.1 Wheelings and OCUC (Operational Capacity Usage Commitments)

Wheelings and OCUC (*Operational Capacity Usage Commitments*) are operational agreements between the Network User and the TSO, in the framework of proactive congestion management, as set out in the Code of Conduct and in Congestion Management (ACT - Attachment E).

A Wheeling or an OCUC consists of a commitment on the combined use of a given Entry Service at an Interconnection Point with a given Exit Service at another Interconnection

<sup>6</sup> In the case where the Allocation Agreement between the Network Users and the End User allows the pooling of Subscribed Transmission Services at an End User Domestic Exit Point, the Exit Energy's Exceeding will take it into account.

Point, to avoid a potential congestion in the Transmission Grid, and without access to the Market Based Balancing model or to ZTP Trading Services.

The Entry and Exit Services that are eligible for Wheelings or OCUC, in the framework of its proactive congestion management policy, are the following ones:

Wheelings are offered between the following Interconnection Points:

- Nihil

Operational Capacity Usage Commitments are offered between the following Interconnection Points:

- Entry VIP THE-ZTP, with Exit VIP BENE
- Entry VIP BENE, with Exit VIP THE-ZTP
- Entry VIP-BENE, with Exit IZT or Zeebrugge
- Entry IZT or Zeebrugge, with Exit VIP-BENE
- Entry Dunkirk LNG Terminal or Virtualys, with Exit IZT or Zeebrugge.

Entry and Exit Services subject to a Wheeling or an Operational Capacity Usage Commitment are subject to a specific Regulated Tariff on the MTSR that falls under the Wheeling or the OCUC, as described in the Regulated Tariffs.

### 3.2.2 Zee Platform Service

The Zee Platform Service gives unlimited Firm or Backhaul MTSR ( $MTSR_{f,zpf}$ ,  $MTSR_{b,zpf}$ ) between the Connection Points of the Zee Platform for which Network User has registered.

The table below shows the Capacity Type of the Zee Platform Service per Connection Point:

	IZT	LNG	ZPT	Zeebrugge
<b>Entry</b>	$MTSR_{f,zpf}$	$MTSR_{f,zpf}$	$MTSR_{f,zpf}$	$MTSR_{f,zpf}$
<b>Exit</b>	$MTSR_{f,zpf}$	$MTSR_{b,zpf}$	$MTSR_{b,zpf}$	$MTSR_{f,zpf}$

Any  $MTSR_{f,zpf}$  and/or  $MTSR_{b,zpf}$  shall be considered as Transmission Services of unlimited capacity between the Zee Platform Connection Points, to the extent that the technical import and export capacities of the Adjacent Transmission Systems at ZPT, LNG or IZT remain at the level as set forth in the table below.

	Technical Import Capacity kWh/h	Technical Export Capacity kWh/h
<b>Zeebrugge ZPT</b>	19,775,000	0
<b>Zeebrugge IZT</b>	25,990,000	32,770,000
<b>Zeebrugge LNG</b>	22,540,000	0

$MTSR_{f,zpf}$  and  $MTSR_{b,zpf}$  do not give access to ZTP Trading Services nor to the Zone, and have no access to the Market Based Balancing model (for Zee Platform, Entry and Exit Nominations have to be balanced on an hourly basis).

The utilization of Zee Platform Services is separated from Entry and Exit Services in the Zeebrugge area through a separate nomination code.

In the event that the technical import and/or export capacities of the Adjacent Transmission Systems at ZPT, LNG and IZT change compared to the levels as set forth in the table above, the Transmission System Operator shall as soon as reasonably possible communicate to Network User the resulting capacity limitations (if any) following from this new situation, which shall automatically and immediately apply to the  $MTSR_{f,zpf}$  and/or  $MTSR_{b,zpf}$ .

### 3.3 Cross Border Delivery Service

A Cross Border Delivery Service ( $MTSR_{cbds}$ ) enables a Network User to inject a quantity of Natural Gas in the Transmission System at a Connection Point which is not located in Belgium nor directly physically connected to the Transmission System of Fluxys Belgium.

The Cross Border Delivery Service shall always be associated and implicitly allocated together (meaning matched in quantity, time and Capacity Type) with the subscription of its associated Entry, Exit and/or OCUC Services, as described in ACT – Attachment B. The Cross Border Delivery Service shall be offered on specific Interconnection Points and/or Installation Points linked to Cross Border Capacity. The Operator of the Transmission System or Installation connected to the Fluxys Belgium grid by means of the Cross Border Capacity shall be considered as an Adjacent TSO to the Fluxys Belgium’s grid.

Overview of existing Cross Border Delivery Services:

Capacity Transmission Services (*)	Service Period	Rate Type	MTSR code
Cross Border Delivery Service on Installation Point Dunkirk LNG Terminal	>= 1 year	Yearly	$MTSR_{d,cbd,f,y,IP}$
	< 1 year	Seasonal	$MTSR_{d,cbd,f,s,IP}$

(\*) Note that the Cross Border Delivery Service is only offered on Entry and that the Capacity Type can only be Firm.

### 3.4 Quality Conversion Service to H

The Quality Conversion Service to H enables the injection of H<sub>2</sub> or L-gas (L gas or H<sub>2</sub>) into the H Zone ( $MTSR_{QCtoH,i}$ ) where it can be blended with H-gas so that the mix is a Compatible Gas.

Quality Conversion to H service is offered at following Installation Points :

Installation Points	Gas injected
Quality Conversion("QC")	L-gas
"H <sub>2</sub> -IN <sup>7</sup> "	H <sub>2</sub>

Quality Conversion Service to H can be subscribed as set out in Subscription & Allocation of Services (ACT - Attachment B).

<sup>7</sup> As from 01/07/2023, subject to a pre notice of 4 weeks



## 3.5 ZTP Trading Services

### 3.5.1 Overview on the ZTP Trading Services

The TSO offers ZTP Trading Services, enabling Network Users to execute transaction (exchange title of gas), on ZTP for the H Zone, on ZTPL for the L Zone.

The operational aspects of the ZTP Trading Services are described in ACT- Attachment C1 (matching, allocations, reporting).

## 3.6 Substitution Services

The Substitution Services enable a Network User holding unbundled Transmission Service at an Interconnection Point or at an Installation Point to either convert (part of) that Transmission Service into a bundled Transmission Service on the same Interconnection Point, or to transfer (part of) that Transmission Service to another Interconnection Point or Installation Point. It is to be understood that Substitution Services are not modifying the existing Transmission Services except for, as the case may be, the Connection Point, the quantity, the tariff and/or the capacity type. As a consequence, Entry or Exit Transmission Services resulting from the conversion of a Transmission Service from unbundled to bundled, and/or resulting from the transfer of a Transmission Service from an Interconnection Point or an Installation Point to another Interconnection Point or Installation Point, cannot be considered as eligible for OCUC or Wheeling.

Transmission Services bought on PRISMA in the framework of Substitution Services are substituted by existing Transmission Services with its related contract reference. This reference is unknown by PRISMA and as a consequence, Entry or Exit Transmission Services resulting from the conversion of a Transmission Service from unbundled to bundled, and/or resulting from the transfer of a Transmission Service from an Interconnection Point or an Installation Point to another Interconnection Point or Installation Point cannot be assigned to another Network User on PRISMA.

### 3.6.1 Capacity Conversion Service

The Capacity Conversion Service enables Network Users holding unbundled capacity at one side of an Interconnection Point to convert this capacity into bundled capacity according to the conditions set forth in ACT – Attachment B and free of extra charge.

Firm and Backhaul Entry and Exit Transmission Services as well as OCUC and Wheeling Transmission Services are eligible for Capacity Conversion Service.

To apply, the Network User will use the Service Request Form for Capacity Conversion Service as published on the Fluxys Belgium website.

### 3.6.2 L Capacity Switch Service

In the framework of the physical L-gas to H-gas conversion project, TSO shall proceed each year with the commercial conversion of the concerned L-gas Domestic Exits.

#### 3.6.2.1 L Capacity Switch Service for Entry Transmission Services

The L Capacity Switch Service for Entry Transmission Services is offered each Gas Year, free of charge, to Network Users having a  $MTSR_{d,f,y,IP}$  Entry on a L-gas Interconnection Point after the 1<sup>st</sup> of June of that Gas Year. Only unbundled Firm Entry Transmission Services with a Yearly rate type are eligible for the L Capacity Switch Service for Entry Transmission Services.

Moreover, Transmission Services that are assigned with retained payment obligation cannot be transferred under the L Capacity Switch Service by the assignor nor the assignee.

Each Gas Year Y, following the confirmation of the conversion planning made by Synergrid, TSO shall publish, on the one hand, the percentage  $P_{LH,Y}$  that depends on the Distribution Domestic Points of the L-zone that shall have been converted to H-gas between the start of the conversion project (1st of June 2018) and the start of Gas Years Y+1, and on the other hand, the list of End User Domestic Points that will be converted from L-gas to H-gas during the summer of Gas Year Y.

The quantity that will be eligible for the L Capacity Switch Service for Entry Transmission Services on a L-gas Interconnection Point for the Gas Year Y+1 ( $MTSR_{LHCS, Y+1}$ ), shall be equal to the sum of :

- The  $MTSR_{1/06/Y, IP,e}$  such Network User holds on that Interconnection Point  $IP$  on the 1<sup>st</sup> of January of Gas Year Y multiplied by the applicable percentage  $P_{LH,Y}$ ;
- The sum of the  $MTSR_{1/06/Y, Xp,x}$  such Network User holds on the End User Domestic Exit points  $Xp$  that will be converted from L to H in Gas Year Y.

$$MTSR_{LHCS, Y+1} = MTSR_{1/06/Y, IP,e} \times P_{LH,Y} + \sum MTSR_{1/06/Y, XP,x}$$

In the framework of the L Capacity Switch Service for Entry Transmission Services, TSO shall offer to the Network User holding  $MTSR_{LHCS, Y+1}$  on a L-gas IP the possibility to transfer (part of) the underlying existing Transmission Services during the Gas Year Y+1 under the strict condition that the Network User subscribes new Firm Entry Transmission Services on Interconnection Points of the H-Zone for the Gas Year Y+1 with the same quantity in kWh/h as the existing Transmission Services to be transferred.

Once the conversion in Belgium is done and  $P_{LH,Y}$  is equal to 100%, the Network User holding  $MTSR_{LHCS, Y+1}$  on a L-gas IP has the possibility to transfer (part of) the underlying existing Transmission Services for the remaining period of the contract as from Gas Year Y+ 1 under the strict condition that the Network User subscribes new Firm Entry Transmission Services on Interconnection Points of the H-Zone for the Gas Year Y+1 with the same quantity in kWh/h and the same contract duration as the existing Transmission Services to be transferred. For contracts not ending on a Gas Year, the last remaining period can be spread out over a Gas Year to be equal in quantity.

To apply, the Network User will use the Service Request Form for L Capacity Switch Service as published on the Fluxys Belgium website.

### 3.6.2.2 L Capacity Switch Service for Exit Transmission Services

The L Capacity Switch Service for Exit Transmission Services is offered each Month, free of charge, to Network Users having a  $MTSR_{d,f,IP}$  Exit with a booking date before October 1<sup>st</sup> 2021 on a L-gas Interconnection. Only unbundled Firm Exit Transmission Services with a Yearly rate type are eligible for the L Capacity Switch Service for Exit Transmission Services. Moreover, Transmission Services that are assigned with retained payment obligation cannot be transferred under the L Capacity Switch Service by the assignor nor the assignee.

The quantity that will be eligible for the L Capacity Switch Service for Exit Transmission Services on a L-gas Interconnection Point for Month M shall be equal to the  $MTSR_{M, IP,x}$  such Network User holds on that Interconnection Point  $IP$  for the concerned Month M multiplied by the applicable percentage as shown in the table below. The percentage represents the conversion rate in France and is based on the available information in the Winter Report 2021 Task Force Monitoring L-Gas Market Conversion.

Gas Year	Percentage for L Capacity Switch Service for Exit Transmission Services
2021-2022	10,3%
2022-2023	19,9%
2023-2024	41,5%

In the framework of the L Capacity Switch Service for Exit Transmission Services, TSO shall offer to the Network User holding  $MTSR_{d,f,IP}$  Exit with a booking date before October 1<sup>st</sup> 2021 on a L-gas IP the possibility to transfer (part of) the underlying existing Transmission Services for the next Month under the strict condition that the Network User subscribes new Exit Transmission Services on Interconnection Points of the L-Zone for the same period that generate equivalent monthly capacity fees for TSO (based on tariffs applicable at the time of the allocation and without taking into account any premium due by Network User for a given auction) To apply, the Network User will use the Service Request Form for L Capacity Switch Service as published on the Fluxys Belgium website.

### 3.6.3 Diversion Service

Firm and Backhaul Entry and Exit Transmission Services as well as OCUC Transmission Services are eligible for Diversion Service.

The Diversion Service is offered, free of charge, to Network Users willing to transfer Transmission Services for a standard period of a Month, a Quarter or a Gas Year between the following Interconnection Points or Installation Point that are at the same grid location :

- Zeebrugge, Zeebrugge LNG Terminal, ZPT and IZT

TSO shall offer Diversion Service to Network User on such Interconnection Points or Installation Point under the strict condition that Network User subscribes new Transmission Services on another applicable Interconnection Point or Installation Point for the considered period. Such new Transmission Services shall have the same direction and the same Capacity Type as the existing Transmission Services to be diverted and generate equivalent monthly capacity fees for TSO (based on tariffs applicable at the time of the allocation and without taking into account any premium due by Network User for a given auction).

To apply, the Network User will use the Service Request Form for Diversion Service as published on the Fluxys Belgium website.

## 3.7 Reallocation Service for Operational Capacity Usage Commitments

TSO shall offer to the Network User holding Operational Capacity Usage Commitments the possibility to reallocate its existing Operational Capacity Usage Commitment into the respective Entry Transmission Service and Exit Transmission Service.

The Reallocation Service for Operational Capacity Usage Commitments is offered free of charge, to the following Operational Capacity Usage Commitments:

- OCUC VIP-BENE → IZT can be reallocated into Entry VIP BENE and Exit IZT
- OCUC VIP BENE → Zeebrugge can be reallocated into Entry VIP BENE and Exit Zeebrugge

- OCUC IZT → VIP BENE can be reallocated into Entry IZT and Exit VIP BENE
- OCUC Zeebrugge → VIP BENE can be reallocated into Entry Zeebrugge and Exit VIP BENE
- OCUC Virtualys → IZT can be reallocated into Entry Virtualys and Exit IZT
- OCUC Virtualys → Zeebrugge can be reallocated into Entry Virtualys and Exit Zeebrugge
- OCUC Dunkirk LNG Terminal → IZT can be reallocated into Entry Dunkirk LNG Terminal and Exit IZT
- OCUC Dunkirk LNG Terminal → Zeebrugge can be reallocated into Entry Dunkirk LNG Terminal and Exit Zeebrugge
- OCUC VIP THE-ZTP → VIP BENE can be reallocated into Entry VIP THE-ZTP and Exit VIP BENE
- OCUC VIP BENE → VIP THE-ZTP can be reallocated into Entry VIP BENE and Exit VIP THE-ZTP

The TSO offers the possibility to reallocate these Operational Capacity Usage Commitments into an Entry Transmission Service and Exit Transmission Service under the following conditions:

- The Service Start date of the new Entry Service and the new Exit Service must be the same and may not be prior to October 1<sup>st</sup> 2023 or to the Service Start date of the initial OCUC
- The Service End date of the new Entry Service and the new Exit Service must be the same as the Service End date of the initial OCUC
- The reallocated hourly capacity of the new Entry Transmission Service and the new Exit Transmission Service must be the same as the initially subscribed OCUC hourly capacity
- The new Entry Transmission Service and the new Exit Transmission Service must have the same Capacity Type as the originals used for the Operational Capacity Usage Commitment
- The tariffs for Entry and Exit Services will be applicable for the new Entry Transmission Service and new Exit Transmission Service. Any premium remain due and will be put on the new Entry Service or new Exit Service, depending on where it came from when the OCUC was subscribed.

The Reallocation Service can only be requested during a subscription window as set out in Subscription & Allocation of Services (ACT – Attachment B)

## 3.8 Ancillary Services

### 3.8.1 Real-time data measurement

The TSO offers a real-time data service which can additionally be subscribed by Network Users and which provides them with on-line gas flow data (updated every 6 minutes) for selected Interconnection Points, privately available on the Electronic Data Platform.

### 3.8.2 Additional Shipper Code Service

Without prejudice to the existing rules in the ACT for nominations and the Shipper Codes, Network Users have the possibility to request one additional Shipper Code (in addition to the standard Shipper Code for an activity) for the purpose of Nominations for Entry-Exit activities on the Transmission Network.

This additional Shipper Code shall follow the existing rules for nominations and balancing in force for transmission and Network Users shall apply them accordingly. For the avoidance of doubt, in case of unbalanced services, the Network User's imbalance shall consist of the aggregated confirmations of the applicable Shipper Codes.

No tariff is currently charged for the additional Shipper Code, but the TSO reserves the right to apply a fee in the Regulated Tariffs to this Service in the future.

The Network User can request an additional Shipper Code by providing the Request Form for Additional Shipper Code Service to the TSO, as published on the Fluxys Belgium website.

## 4 Nominations, Metering and Allocations

### 4.1 Overview

The following table illustrates the different parameters for Nominations and Allocations at Interconnection Points, Installation Points and applicable Domestic Points, defined and used in this section.

		Connection Point	
		Entry	Exit
<b>Nominations</b>	Last accepted	$EEN_h$	$XEN_h$
	Last confirmed	$EEN'_h$	$XEN'_h$
<b>Allocations</b>	Provisional	$EEA_h$	$XEA_h$
	Final	$EEA'_h$	$XEA'_h$
<b>Metering</b>	Provisional	$EM_h$ & $GCV_h$	$EM_h$ & $GCV_h$
	Validated	$EM'_h$ & $GCV'_h$	$EM'_h$ & $GCV'_h$

### 4.2 Nominations

In order to notify the TSO of the quantity of Natural Gas that will flow at each Interconnection Point, Installation Point or End User Domestic Point, the Network User shall send Nominations and renominations, if applicable, to the TSO, according to the Operating Procedures (ACT – Attachment C.1 ; ACT – Attachment C.3 for Quality Conversion Services).

The Nominations and Allocation for Entry and Exit Services subject to a Wheeling or an OCUC are independent from other Entry and Exit Services through the use of separate nomination codes, as described in the Operating Procedures (ACT – Attachment C.1).

### 4.3 Metering

Each Connection Point may contain one or more Nodes providing hourly measurement data, as set out in the Metering Procedures (ACT - Attachment D).

### 4.4 Allocations

At each Connection Point, the TSO shall allocate a quantity of the Natural Gas measured to each Network User for which Natural Gas is transported at that Connection Point, according to the relevant Allocation Agreement or Operating Balancing Agreement, as set out in the Operating Procedures (ACT - Attachment C.1).

The determination of provisional allocations of Natural Gas takes place every hour. The determination of the final allocated quantities of Natural Gas takes place on the latest on M+3months for every hour.

## 5 Balancing and Allocation settlement

Balancing Services are operated by the Balancing Operator, based on provisional data (H+1). Allocation settlements are settlements based on the difference between the provisional and the final data and are settled after the considered Month between the Network User and the concerned TSO of the BeLux Area.

### 5.1 Hourly exchange of information between the TSO and the Balancing Operator

For the purposes of enabling Balancing Operator to provide the Balancing Services, the concerned TSOs of the BeLux Area shall send hourly imbalance information by Network User  $g$ , for each Zone  $z$  and for each hour  $h$  to the Balancing Operator.

The hourly Imbalance ( $I_{h,z,g}$ ) for an hour  $h$  for a Zone  $z$  and for Network User  $g$  is calculated as the sum of all provisional hourly Entry Energy Allocations<sup>8</sup> for Network User for the Connection Points of the considered Zone ( $EEA_{h,z,g}$ ) increased by the provisional hourly Exit Energy Allocations<sup>18</sup> (negative values) for Network User  $g$  for the Connection Points of the considered Zone ( $XEA_{h,z,g}$ ), increased by the Net Confirmed Title Transfers for ZTP Trading Services ( $NCTT_{h,z,g}$ ):

$$I_{h,z,g} = \sum_{Zone} EEA_{h,z,g} + \sum_{Zone} XEA_{h,z,g} + NCTT_{h,z,g}$$

### 5.2 Allocation Settlements

The difference between provisional allocations and the final allocations is settled via the Allocation Settlements.

The quantity to be settled for Gas Day  $d$  for a Network User  $g$ , in the Zone  $z$  for Allocation Settlement ( $AS_{d,z,g}$ ) is calculated as the sum of the difference between the provisional and final Entry Allocations ( $EEA'_{h,z,g}$  and  $EEA_{h,z,g}$  respectively) and between the provisional and final Exit Allocations ( $XEA'_{h,z,g}$  and  $XEA_{h,z,g}$  respectively).

$$AS_{d,z,g} = \sum_{h \in d} \left[ \left( EEA'_{h,z,g} - EEA_{h,z,g} \right) + \left( XEA'_{h,z,g} - XEA_{h,z,g} \right) \right]$$

The following cases can occur:

- Allocation Settlement Network User Sale ( $ASGS_{d,z,g}$ );
- Allocation Settlement Network User Purchase ( $ASGP_{d,z,g}$ ).

#### 5.2.1 Allocation Settlement Network User Sale

In case the Allocation Settlement ( $AS_{d,z,g}$ ) is negative, there will be an Allocation Settlement Network User Sale ( $ASGS_{d,z,g}$  – negative value):

<sup>8</sup> Entry and Exit Services submitted to an OCUC and Wheeling Services, Direct Lines and Zee Platform Services are not considered in the hourly Imbalance and for Distribution Domestic Exit, the Exit Energy Allocations are calculated as set out in the Operating Procedures (ACT - Attachment C.1).

$$ASGS_{d,z,g} = AS_{d,z,g} * GP_{d,z,g}$$

## 5.2.2 Allocation Settlement Network User Purchase

In case the Allocation Settlement ( $AS_{d,z,g}$ ) is positive, an Allocation Settlement Network User Purchase ( $ASGP_{d,z,g}$  – positive value) will take place:

$$ASGP_{d,z,g} = AS_{d,z,g} * GP_{d,z,g}$$

# 6 Invoicing

## 6.1 General

There are 2 monthly invoices:

- Monthly Invoice;
- Monthly Self-billing Invoice.

The following Fees are invoiced with the Monthly Invoice:

- Monthly Capacity Fees;
- Monthly Zee Platform Fee;
- Monthly Capacity Fee Quality Conversion to H;
- Monthly Fixed Fees for ZTP Trading Services;
- Monthly Fee for implicitly allocated Transmission Service at Zeebrugge Interconnection Point;
- Monthly Energy In Cash Fee;
- Monthly Allocation Settlement Network User Purchase Fees;
- Monthly Transmission Imbalance Fee;
- Monthly Odorisation Fee;
- Monthly Variable Fees for ZTP Trading Services and transactions;
- Monthly Incentive Fees.
- Monthly Administrative Fees.

The following Fees are invoiced with the Monthly Self-billing Invoice:

- Monthly Allocation Settlement Network User Sales Fees.

For the sake of convenience, a summary of the consolidated invoices by Due Date shall be communicated to the Network User each Month, including a summary note indicating the balance to be paid to the TSO or to be reimbursed to the Network User.

## 6.2 Monthly Invoice

### 6.2.1 Monthly Capacity Fees

The Monthly Capacity Fee (MCAF) is calculated for the MTSR subscribed by or implicitly allocated<sup>9</sup> to Network User for each Connection Point, for each Transmission Service, for each Capacity Type and for each Rate Type.

Monthly Capacity Fees can either be:

- positive, for the MTSR subscribed by the Network User or; positive, for the MTSR subscribed by or implicitly allocated to the Network User or;
- negative, Network User will be credited by the TSO in case of buy-back, surrender of capacity or long-term use-it-or-lose-it, as described in section 6.2.1.1.

#### 6.2.1.1 Monthly Capacity Fees at Interconnection Points and Installation Points

For Yearly Transmission Services at an Interconnection Point or Installation Point IP<sup>10</sup>, the Monthly Capacity Fee is the sum, for each Gas Hour of the considered Gas Month, of the terms that are the result of the following calculations:

- The quantity for Network User  $g$ , of Transmission Service  $ts$ , of Capacity Type  $ct$ , with Rate Type yearly ( $y$ ), for Interconnection Point  $IP$ , for Gas Day  $d$  ( $MTSR_{h,ts,ct,y,IP,g}$ );
- multiplied by the corresponding Regulated Tariff ( $T_{ts,ct,IP}$ )
- divided by the number of Hours in the considered Year ( $N_{h,y}$ ).

$$= \sum_{\text{all hours } h \text{ of month } m} \left[ MTSR_{h,ts,ct,y,IP,g} \times \frac{T_{ts,ct,IP}}{N_{h,y}} \right]$$

For Seasonal Transmission Services at an Interconnection Point or Installation Point IP<sup>11</sup>, the Monthly Capacity Fee is the sum, for each Gas Hour of the considered Month of the terms that are the result of the following calculations:

- The quantity of Network User  $g$ , for Transmission Service  $ts$ , of Capacity Type  $ct$ , with Rate Type seasonal ( $s$ ), at Interconnection Point or Installation Point  $IP$ , for Gas Day  $d$  ( $MTSR_{h,ts,ct,s,IP,g}$ );
- multiplied by the corresponding Regulated Tariff ( $T_{ts,ct,IP}$ );
- multiplied by the Seasonal Coefficient of the considered month  $m$  ( $SC_m$ );
- multiplied by the Non-Yearly Multiplier (NYM) described in the Regulated Tariff;
- divided by the number of Hours in the considered Year ( $N_y$ ).

$$= \sum_{\text{all hours } h \text{ of month } m} \left[ MTSR_{h,ts,ct,s,IP,g} \times \frac{T_{ts,ct,IP}}{N_{h,y}} \times SC_m \times NYM \right]$$

In addition to the invoicing of the Regulated Tariffs as described in the first two paragraphs of this section, for Transmission Services subscribed by Network User via an Auction, the

<sup>9</sup> In the framework of Loenhout implicit capacity allocation or through overnomination ( $MTSR_{ONIG}$ ), or on Distribution Domestic Points

<sup>10</sup> For OCUC and Wheeling Services, IP refers to “from IP1 to IP2”

<sup>11</sup> For OCUC and Wheeling Services, IP refers to “from IP1 to IP2”



Monthly Capacity Fee is increased by the sum of the Auction Premiums for the delivered Transmission Services of this monthly period.

Network User will be credited for an amount corresponding with the Transmission Services bought back through the buy-back procedure(s), taking into account, for each Gas Day of the considered Month, the following elements:

- The sum of the quantities per day of Firm Transmission Services ( $MTSR_{BB,d}$ ) bought back through the relevant buy-back procedure(s); multiplied with
- Price ( $P_{BB,g}$ ) for the relevant buy-back procedure,

$$= \sum_{\text{all days } d \text{ of month } m} \left[ \sum [MTSR_{BB,d}] \times P_{BB,g} \right]$$

In case of long term use-it-or-lose-it or surrender as described in Attachment E, Network User will also be credited.

### 6.2.1.2 Monthly Capacity Fees at Domestic Points

For Yearly Transmission Services at a Domestic Point  $XP$ , the Monthly Capacity Fee is the sum, for each Gas Day of the considered Month, of the terms that are the result of the following calculations:

- The quantity of Network User  $g$ , of Capacity Type  $ct$ , with Rate Type yearly ( $y$ ), at Domestic Point  $XP$ , for Gas Day  $d$  ( $MTSR_{h,ct,y,XP,g}$ );
- multiplied by the corresponding Regulated Tariff(s), taking into account the physical PS characteristics of the considered Domestic Point ( $T_{ts,ct,HP,XP}$ ,  $PS_{XP}$ ,  $T_{ct,PS,XP}$ ,  $\dots$ );
- divided by the number of Days in the considered Year ( $N_y$ ).

$$= \sum_{\text{all days } d \text{ of month } m} [MTSR_{d,ts,ct,y,XP,g} \times \frac{(T_{ts,ct,HP,XP} + PS_{XP} \times T_{ct,PS,XP})}{N_y}]$$

For Seasonal Transmission Services at a Domestic Point  $XP$ , the Monthly Capacity Fee is the sum, for each Gas Day of the considered Month, of the terms that are the result of the following calculations:

- The quantity for Network User  $g$ , of Capacity Type  $ct$ , with Rate Type seasonal ( $s$ ), at Domestic Point  $XP$ , for Gas Day  $d$  ( $MTSR_{d,ct,s,XP,g}$ );
- multiplied by the corresponding Regulated Tariff(s), taking into account the physical PS characteristics of the considered Domestic Point ( $T_{ct,HP,XP}$ ,  $PS_{XP}$ ,  $T_{ct,PS,XP}$ ,  $\dots$ );
- multiplied by the Seasonal Coefficient of the considered month  $m$  ( $SC_m$ );
- multiplied by the Non-Yearly Multiplier (NYM) described in the Regulated Tariff ;
- divided by the number of Days in the considered Year ( $N_y$ ).

$$= \sum_{\text{all days } d \text{ of month } m} [MTSR_{d,ct,s,XP,g} \times \frac{(T_{ts,ct,HP,XP} + PS_{XP} \times T_{ct,PS,XP})}{N_y} \times SC_m \times NYM]$$

For Short Term Transmission Services at a Domestic Point  $XP$ , the Monthly Capacity Fee is the sum, for each Gas Day of the considered Month, of the terms that are the result of the following calculations:

- The quantity for Network User  $g$ , of Capacity Type  $ct$ , with Rate Type Short Term ( $st$ ), at Domestic Point  $XP$ , for Gas Day  $d$  ( $MTSR_{d,ct,st,XP,g}$ );
- multiplied by the corresponding Regulated Tariff(s), taking into account the physical PS characteristics of the considered Domestic Point ( $T_{ct,HP,XP}$ ,  $PS_{XP}$ ,  $T_{ct,PS,XP}$ );
- multiplied by the Seasonal Coefficient of the considered month  $m$  ( $SC_m$ );
- divided by the number of Days in the considered Year ( $N_y$ );
- multiplied by the Non-Yearly Multiplier (NYM) described in the Regulated Tariff
- multiplied by the Short Term Multiplier ( $STM$ ).

$$= \sum_{\text{all days } d \text{ of month } m} [MTSR_{d,ts,ct,st,XP,g} \times \frac{(T_{ts,ct,HP,XP} + PS_{XP} \times T_{ct,PS,XP})}{N_y} \times SC_m \times NYM \times STM]$$

### 6.2.1.3 For Direct Line Services

The Yearly Monthly Capacity Fee for Direct Line Services for a Direct Line  $dl$  is calculated as the sum, for each Gas Day  $d$  of the considered Month  $m$ , of the terms that are the result of the following calculations:

- The direct line quantity for Network User  $g$ , of Capacity Type  $ct$ , with Rate Type yearly ( $y$ ), at Domestic Point  $XP$ , for Gas Day  $d$  ( $MTSR_{d,dl,ct,y,XP,g}$ );
- divided by the number of Days in the considered Year ( $N_y$ ).
- multiplied by the sum of the following parameters:
  - the fix Direct Line Tariff ( $T_{dl,ct}$ ),
  - the multiplication of de Distance of the Direct Line ( $D_{dl}$ ) and the Direct Line Distance Tariff ( $T_{dl,d}$ ).

$$= \sum_{\text{all days } d \text{ of month } m} \left[ \frac{MTSR_{d,dl,ct,y,XP,g} \times (T_{dl,ct} + D_{dl} \times T_{dl,d})}{N_y} \right]$$

The Seasonal Monthly Capacity Fee for Direct Line Services for a Direct Line  $dl$  is calculated as the sum, for each Gas Day  $d$  of the considered Month  $m$ , of the terms that are the result of the following calculations:

- The direct line quantity of Network User  $g$ , of Capacity Type  $ct$ , with Rate Type seasonal ( $s$ ), at Domestic Point  $XP$ , for Gas Day  $d$  ( $MTSR_{d,dl,ct,s,XP,g}$ ).
- divided by the number of Days in the considered Year ( $N_y$ );
- multiplied by the Seasonal Coefficient of the considered month  $m$  ( $SC_m$ );
- multiplied by the Non-Yearly Multiplier ("NYM") included in the tariff sheet
- multiplied by the sum of the following parameters:
  - the fix Direct Line Tariff ( $T_{dl,ct}$ ),
  - the multiplication of de Distance of the Direct Line ( $D_{dl}$ ) and the Direct Line Distance Tariff ( $T_{dl,d}$ ).

$$= \sum_{\text{all days } d \text{ of month } m} \left[ MTSR_{d,dl,ct,s,\lambda P,g} \times \frac{(T_{dl,ct} + D_{dl} \times T_{dl,d})}{N_y} \times SC_m \times NYM \right]$$

#### 6.2.1.4 For Entry and Exit Services subject to a Wheeling

For Entry and Exit Services subject to a Wheeling, a Wheeling Tariff is charged instead of an Entry and an Exit Tariff.

The monthly Wheeling Fee is calculated as the sum, for each Gas Day  $d$  of the considered Month  $m$ , of the terms that are the result of the following calculations:

- The quantity of Network User  $g$ , for Entry at Interconnection Point  $IP1$  and Exit at Interconnection Point  $IP2$ , for Gas Day  $d$  ( $MTSR_{d,IP1,IP2,w,g}$ );
- divided by the number of Days in the considered Year ( $N_y$ );
- multiplied by the Wheeling Tariff ( $T_{IP1,IP2,w}$ );
- multiplied by the Seasonal Coefficient of the considered month  $m$  ( $SC_m$ );
- multiplied by the Non-Yearly Multiplier (NYM) described in the Regulated Tariff.

$$= \sum_{\text{alldaysdofmonth}} \left[ \frac{MTSR_{d,IP1,IP2,w,g} \times T_{IP1,IP2,w}}{N_y} \times SC_m \times NYM \right]$$

#### 6.2.1.5 For Entry and Exit Services subject to an Operational Capacity Usage Commitment

For Entry and Exit Services subject to an Operational Capacity Usage Commitment, an OCUC Tariff is charged instead of an Entry and an Exit Tariff.

The monthly OCUC Fee is calculated as the sum, for each Gas Day  $d$  of the considered Month  $m$ , of the terms that are the result of the following calculations:

- The quantity of Network User  $g$ , for Entry at Interconnection Point  $IP1$  and Exit at Interconnection Point  $IP2$ , for Gas Day  $d$  ( $MTSR_{d,IP1,IP2,ocuc,g}$ );
- divided by the number of Days in the considered Year ( $N_y$ );
- multiplied by the OCUC Tariff ( $T_{IP1,IP2,OCUC}$ );
- multiplied by the Seasonal Coefficient of the considered month  $m$  ( $SC_m$ );
- multiplied by the Non-Yearly Multiplier (NYM) described in the Regulated Tariff.

$$= \sum_{\text{alldaysdof}} \left[ \frac{MTSR_{d,IP1,IP2,ocuc,g} \times T_{IP1,IP2,OCUC}}{N_y} \times SC_m \times NYM \right]$$

#### 6.2.1.6 For Cross Border Delivery Services

As specified in the Regulated Tariffs, the applicable tariff for the implicit allocation of the Cross Border Delivery Service shall be approved by the regulator which is competent with regards to the associated Cross Border Capacity. The invoices sent to Fluxys Belgium by the Adjacent TSO which operates the Cross Border Capacity shall be invoiced "pass-through"

to the Network Users having implicitly allocated the associated Cross Border Delivery Service pro rata to their respective  $MTSR_{cbds}$ .

Any potential fee reduction granted to Fluxys Belgium by the Adjacent TSO which operates the Cross Border Capacity as a result of such Cross Border Capacity interruption or any other reason including Force Majeure shall be passed through pro rata to the interrupted part of  $MTSR_{f,cbds}$ .

### 6.2.2 Monthly Zee Platform Fee

The Monthly Zee Platform Fee for Network User  $g$  for Month  $m$  is a Fix Fee, in function of the number of Zee Platform Interconnection Points and/or Installation Point for which Network User has Zee Platform Services during the considered Month  $m$ .

### 6.2.3 Monthly Capacity Fee for Quality Conversion to H

The Monthly Capacity Fee for Quality Conversion to H Service is calculated as the sum, for each Gas Day  $d$  of the considered Month  $m$ , of the terms that are the result of the following calculations:

- The quantity for Quality Conversion to H for Network User  $g$ , for Gas Day  $d$  ( $MTSR_{d,QCtoH,g}$ );
- divided by the number of Days in the considered Year ( $N_y$ )
- multiplied by the Regulated Tariff ( $T_{QCtoH}$ )
- multiplied by the Seasonal Coefficient of the considered month  $m$  ( $SC_m$ );
- multiplied by the Non-Yearly Multiplier (NYM) described in the Regulated Tariff.

$$= \sum_{\text{all days } d \text{ of month } m} [MTSR_{d,QCtoH,g} \times \frac{T_{QCtoH}}{N_y} \times SC_m \times NYM]$$

### 6.2.4 Monthly Fee for implicitly allocated Transmission Services at the Zeebrugge Interconnection Point

The Monthly Fee for implicitly allocated Transmission Service at the Zeebrugge Interconnection Point, for Network User  $g$  for Month  $m$  is calculated as the sum, for each Gas Hour of the considered Gas Month, of the terms that are the result of the following calculations:

- The quantity for Network User  $g$ , of Transmission Service  $ts$  (entry or exit) of Capacity Type  $ct$  (firm), for Gas Day  $d$  ( $MTSR_{ITsia,h,ts,ct,g}$ );
- multiplied by the sum of:
  - the corresponding Regulated Tariff for IP Zeebrugge ( $T_{ts,ct,IP}$ ), multiplied by the eventually applicable Seasonal Coefficient of the considered Month  $m$  ( $SC_m$ ), multiplied by the Non-Yearly Multiplier (NYM) described in the Regulated Tariff, and
  - divided by the number of Hours in the considered Year ( $N_y$ )

$$= \sum_{\text{all hour } h \text{ of month } m} \left[ MTSR_{ITsia,h,entry,firm,g} \times \left( \frac{T_{entry,firm,Zeebrugge} * SC_m * NYM}{N_{y,h}} \right) + MTSR_{ITsia,h,exit,firm,g} \times \left( \frac{T_{exit,firm,Zeebrugge} * SC_m * NYM}{N_{y,h}} \right) \right]$$

### 6.2.5 Monthly Energy In Cash Fee

The Monthly Energy In Cash Fee is applicable on all Connection Points, except for Zeebrugge and the Installation Point "QC" and is calculated as follows:

- the sum of the final hourly Energy Allocations<sup>12</sup>,  $EEA'_{h,g}$ <sup>13</sup> and  $XEA'_{h,g}$  of the considered Gas Day for each Connection Point
- multiplied by the Energy In Cash Tariff ( $T_{EIC}$ ),
- multiplied by the Gas Price for Gas Day  $d$  ( $GP_d$ ).

$$= \sum_{\text{all days } d \text{ of month } m} \left[ \left( \sum_{\text{All hours } h \text{ of day } d} ABS(EEA'_{h,g} + XEA'_{h,g}) \right) \times T_{EIC} \times GP_d \right]$$

### 6.2.6 Monthly Allocation Settlement Fees

The calculation of the Allocation Settlement Fees is described in Section 5.2.2. of this Attachment:

- Allocation Settlement Network User Purchase ( $ASGP_{d,z,g}$ ).

### 6.2.7 Monthly Transmission Imbalance Fees

The Monthly Transmission Imbalance Fees for the considered Month  $m$  consist of the settlement of the Transmission Imbalance for the following Services:

- Services submitted to an Operational Capacity Usage Commitment;
- Wheeling Services;
- Direct Line Services;
- Zee Platform Services.

These Services are normally balanced on an hourly basis, but there can be small differences, for example but not excluded to the matching process.

The Transmission Imbalance ( $TI'_{h,g}$ ) for a Network User  $g$  for a Hour  $h$  is the sum of all final Entry Allocations for the abovementioned Services increased by the final Exit Energy Allocations (negative values) for the abovementioned Services for the considered Network User for the considered Hour.

The Monthly Transmission Imbalance Settlement Fee is calculated as, for each Gas Day  $d$ , the sum of the hourly Transmission Imbalances ( $TI'_{h,g}$ ) for Network User  $g$  multiplied by the Gas Price ( $GP_d$ ) for the considered Gas Day.

$$= \sum_{\text{all days } d \text{ of month } m} \left[ \sum_{\text{All hours } h \text{ of day } d} TI'_{h,g} \times GP_d \right]$$

<sup>12</sup> Including Entry, Exit, Wheeling, Entry and Exit subject to Operational Capacity Usage Commitment, Zee Platform, and Direct Line.

<sup>13</sup> In case of Domestic Points the  $EEA'_{h,g}$  is equal to  $EEA'_{h,g,pr}$

## 6.2.8 Monthly Odorisation Fees

The Monthly Odorisation Fee is applicable for Domestic Points other than Distribution Domestic Points, and is calculated by multiplying the odorisation coefficient of the considered Domestic Point ( $ODO_{XP}$ ) by the sum of the final Domestic Exit Energy Allocations ( $XEA'_{h,XP}$ ) of the considered Domestic Point for the considered Month and by the Regulated Tariff for Odorisation ( $T_{ODO}$ ).

$$= \sum_{\text{all days } d \text{ of month } m} \left( \frac{\sum_{\text{All hours } h \text{ of day } d} XEA'_{h,g,XP}}{1000} \right) \times ODO_{XP} \times T_{ODO}$$

## 6.2.9 Monthly ZTP Trading Services Fee

### 6.2.9.1 Monthly Fixed fees for ZTP Trading Services Fee

The Monthly Fix ZTP Trading Services Fee, for Network User  $g$  for Month  $m$ , is equal to the Regulated Tariff "ZTP Trading Services Monthly Fixed Fee":  $T_{FixZTP}$ .

This tariff is charged only once per Network User and per month.

### 6.2.9.2 Monthly Variable Fees for ZTP Trading Services and transactions

The Monthly Variable Fee for ZTP Trading Services is calculated as follows:

$$= \sum_{\text{all days } d \text{ of month } m} CE_{dg} \times T_{VarZTP}$$

Where:

- $CE_{d,g}$  represents the confirmed energy (explicit or implicit – see Section 3.5), in MWh, during day "d" on ZTP Services.
- $T_{VarZTP}$  is the regulated variable tariff for ZTP Trading Services

## 6.2.10 Capacity Exceedings

The calculation of the following Capacity Exceedings is described in section 3.1.3:

- Peak Incentive for Exceeding of Exit Energy ( $IEXE_{m,p,XP,g}$ );
- Non-Peak Incentive for Exceeding of Exit Energy ( $IEXE_{m,np,XP,g}$ )

## 6.2.11 Monthly Administrative Fees

- (i) Assignment on behalf of the Network User:

In case the TSO assigns a Transmission Service on the Secondary Market on behalf of the Network User, an administrative fee is due in accordance with the Regulated Tariff "Transfer of capacity – Transaction realised by Fluxys Belgium on behalf of".

- (ii) Surrender of capacity:

In case a Network User surrenders a Transmission Service, an administrative fee for the reallocated Transmission Services is due in accordance with the Regulated Tariff "Transfer of capacity – Transaction realised by Fluxys Belgium on behalf of".

(iii) Cancellation of non-used capacity in case of congestion:

In case the TSO suspends a non-used capacity in case of congestion, based on a decision of the CREG as set out in Congestion Management (ACT - Attachment E), an administrative fee is charged for each cancellation for Network User  $g$ , during Month  $m$ , as set out in the Regulated Tariffs.

(iv) Real time data delivery services on the Electronic Data Platform

In case Network User has subscribed the real time data delivery services on the Electronic Data Platform, the fix monthly Regulated Tariff for this service is due, in accordance with the Regulated Tariffs.

## 6.3 Monthly Self-billing Invoice

### 6.3.1 Monthly Allocation Settlement Network User Sales Fees

The calculation of the Allocation Settlement Fees is described in section 5.2 of this Attachment:

- Allocation Settlement Network User Sale ( $ASGS_{d,z,g}$ )



# ACCESS CODE FOR TRANSMISSION



Attachment B: Subscription &  
Allocation of Services



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# 1 Definitions

Unless the context requires otherwise, the definitions set out in the Attachment 3 of the STA apply to this Attachment B. Capitalized words and expressions used in this Attachment B which are not defined in the Attachment 3 of the STA shall have the following meaning:

**“AMR” or “Automatic Meter Reading”** shall mean the Customer Segment consisting of telemetered Final Customers connected to the distribution grid.

**“BUJMV<sub>cs,g,m,ARS</sub>” or “Bottom-Up January Metering Value”** is calculated by adding the Bottom-Up January Metering Values for Customers Segment *cs*, for Network User *g*, for month *m*, and per ARS. The Bottom-Up January Metering Value is provided by the DSO, as provided in the Standard Connection Agreement Fluxys Belgium/DSOs.

**“CAM NC” or “Network code on capacity allocation mechanisms in gas transmission systems”** refers to Commission Regulation (EU) 2017/459 of 16 March 2017, repealing Regulation (EU) No 984/2013.

**“Customer Segment” or “cs”** shall mean the segment of the Final Customer at the Distribution Network, being for the time being AMR, EAV, SMR3, RMV and EMV.

**“DC<sub>d,y</sub>” or “Distribution Capacity”** shall mean estimated daily offtake at the Distribution Domestic Points in case of a daily equivalent temperature of -11°C for a considered Gas Year *y*, expressed in kWh/day.

**“DC<sub>d,y,cs</sub>” or “Distribution Capacity”** shall mean estimated daily offtake for a specific Customer Segment *cs* of the Distribution Domestic Points in case of a daily equivalent temperature of -11°C for a considered Gas Year *y*, expressed in kWh/day.

**“DC<sub>h,y</sub>” or “Distribution Capacity”** shall mean estimated peak hourly offtake at the Distribution Domestic Points in case of a daily equivalent temperature of -11°C for a considered Gas Year *y*, expressed in kWh/h.

**“DC<sub>h,y,cs</sub>” or “Distribution Capacity”** shall mean estimated peak hourly offtake for a specific Customer Segment *cs* at the Distribution Domestic Points in case of a daily equivalent temperature of -11°C for a considered Gas Year *y*, expressed in kWh/h.

**“DC<sub>m,cs,g,ARS</sub>” or “Distribution Capacity”** shall mean capacity for Month *m*, for Customer Segment *cs* for Network User *g* at Distribution Domestic Point ARS, expressed in kWh/h.

**“DC<sub>m,cs,g</sub>” or “Distribution Capacity”** shall mean capacity for Month *m*, for Customer Segment *cs* for Network User *g*, expressed in kWh/h.

**“DC<sub>m,cs,g,f</sub>” or “Distribution Capacity”** shall mean the forecasted capacity for Month *m*, for Customer Segment *cs* for Network User *g*, expressed in kWh/h.

**“EAV” or “Estimated Annual Volume”** shall mean the Customer Segment with manual (non-smart metered) registration of approximate yearly volumes.

**“EMV” or “Estimated Monthly Volume”** shall mean the Customer Segment with manual (non-smart metered) registration of approximate monthly volumes.

**“Energy Allocation”**: shall mean the allocation of the Energy for Entry or Exit Services for Network Users on a Connection Point

“**Gas Allocation Rule**” shall mean the formula that allocates the measured quantity of Natural Gas to the Network User(s) active on the considered Domestic Point.

“**GF<sub>y</sub>**” or “**Growth Factor**” shall mean the estimated yearly growth in offtakes of Natural Gas at the Distribution Network.

“**GRF<sub>ARS,h</sub>**” or “**GOS Residu Factor**” – hourly value per ARS; factor calculated by the DGO that has to be applied to the allocations resulting from the SLP process in order to allocate fully the energy measurement at the relevant Distribution Domestic Point.

“**IEF<sub>AMR,y</sub>**” or “**Indicative Estimation Factor**” shall mean the yearly indicative estimation factor for Customer Segment AMR, calculated for Gas Year y according to section 3.7.1.3.1.

“**IEF<sub>EAV,y</sub>**” or “**Indicative Estimation Factor**” shall mean the yearly indicative estimation factor for Customer Segment EAV, calculated for Gas Year y according to section 3.7.1.3.2.

“**IEF<sub>MRC,y</sub>**” or “**Indicative Estimation Factor**” shall mean the yearly indicative estimation factor for Monthly Registered Customers MRC, calculated for Gas Year y according to section 3.7.1.3.3.

“**KCF<sub>cs,h</sub>**” or “**Climate Correction Factor**” hourly value valid per Customer Segment; factor that has to be applied to the allocations resulting from the SLP process in order to take the real temperature into account.

“**MRC**” or “**Monthly Registered Customers**” consists of the SMR3, RMV and EMV Customer Segments. These Customer Segments are grouped for the allocation of Transmission Services.

“**PMV<sub>m,fc,AMR</sub>**” or “**Peak Metering Value**” shall mean the maximum hourly value for the last 12 months before and including Month *m* for Final Customer *fc* of Customer Segment AMR.

“**PRISMA**” is a joint capacity booking platform developed in the framework of the cooperation with other European TSO's.

“**PRISMA GTC's**” shall mean the General Terms and Conditions of PRISMA, available on the PRISMA website [www.prisma-capacity.eu](http://www.prisma-capacity.eu)

“**Q<sub>fc,cs</sub>**” or “**Yearly Standard Energy Offtake**” shall mean the standard energy offtake of a given Final Customer *fc* belonging to a given Customer Segment *cs*.

“**RMV**” or “**Real Monthly Volume**” shall mean the Customer Segment with registration of precise monthly volumes (from 01/m/y 06h00 till 01/m+1/y 06h00) via smart meter through communication of data every month.

“**Service Allocation Rule**” shall mean the rules for processing of Service Requests by the TSO.

“**Service Confirmation**” shall mean the confirmation of the availability and the pricing of the requested Transmission Service by the TSO towards the Network User.

“**Service Request**” or “**Transmission Service Request**” shall mean a request for subscription of Transmission Services, submitted by a Network User towards the TSO.

“**SYC<sub>fc,cs</sub>**” or “**Standard Yearly Consumption**” shall mean the standard energy offtake of a given Final Customer belonging to a given Customer Segment.

“**SLP<sub>cs,h</sub>**” or “**Standard Load Profile**” - hourly value per Customer Segment; as calculated by the SLP algorithm from the calendar parameters, as published yearly by Synergrid.

“**SMR3**” or “**Smart Meter Regime 3**” shall mean the Customer Segment with registration of hourly volumes via smart meter through communication of data every month.

“**Specific Conditions of a Subscription Window**” shall mean the specific terms and conditions that apply to a particular Subscription Window.

“**Subscribed Transmission Service**” shall mean a Transmission Service that is subscribed by a Network User.

“**Subscription Window**” shall mean window for asking services in accordance with the provisions of this Annex B and the “terms and conditions” of such a specific window.

“**XEA<sub>h,cs,g</sub>**” or ” shall mean hourly value for a Customer Segment *cs* for all Final Customers of Network User *g*; expressed in kWh.

“**XEA<sub>h,cs,g,ARS</sub>**” or shall mean hourly value for a Customer Segment *cs* for a Distribution Domestic Point ARS for all Final Customers of Network User *g*; expressed in kWh.

“**XEM<sub>h,fc,AMR</sub>**” - hourly value, per Final Customer *fc* and per AMR; expressed in kWh; offtake per hour measured by telemetered installations.

“**XEM<sub>h,pr,AMR</sub>**” - hourly value, per Local Producer *pr* and per AMR; expressed in kWh; injection per hour measured by telemetered installations.

## 2 General

### 2.1 Registration as a Network User

By entering in a Standard Transmission Agreement with the TSO, a party becomes a Network User and can subscribe to Transmission Services by the TSO and participate to the Secondary Market.

A party (hereinafter called “the applicant”) that wants to enter in a Standard Transmission Agreement with the TSO provides the TSO with the following information:

- The detailed identity of the applicant;
- In case the application is filed by a trustee, a proof of the mandate.

In case the information provided by the applicant is incomplete, the TSO informs the applicant within five Business Days after receipt of the incomplete application. The applicant is invited to complete the application.

In case the application is complete, the TSO sends the Standard Transmission Agreement for signature to the applicant within five Business Days after receipt of such application.

The applicant returns the signed Standard Transmission Agreement to the TSO within ten Business Days. As of receipt of the signed Standard Transmission Agreement, the applicant is considered as a Network User.

If within ten Business Days no signed Standard Transmission Agreement was returned to the TSO, the application is cancelled.

## 2.2 Registration for PRISMA and the Electronic Booking System

Any Network User who wants to send Service Requests through PRISMA or through the Electronic Booking System (hereafter EBS), is responsible for complying with the access requirements (e.g. install the required software), as set out in the PRISMA GTC's and in the Electronic Data Platform (ACT – Attachment G).

In order to be able to subscribe Services on PRISMA, the Network User shall:

- accept the PRISMA GTC's with the operator of PRISMA. These are available on PRISMA website [www.prisma-capacity.eu](http://www.prisma-capacity.eu) and are attached to this Attachment;
- have a valid Standard Transmission Agreement in force with the TSO.

In order to be able to subscribe Services on EBS, the Network User shall:

- have a valid Standard Transmission Agreement in force with the TSO.
- appoint at least a Single Point of Contact (SPOC) as described in Attachment G – EDP.

## 3 Primary Market

### 3.1 Subscription of Services

All Transmission Services offered on PRISMA can only be requested by Network User via PRISMA.

All other available Transmission Services can be subscribed by Network User directly via the TSO by the mean of a Service Request either via the Electronic Booking System (see Attachment G) or in written (letter or e-mail), using a Service Request Form as published on the Fluxys Belgium website.

Transmission Services are offered as follow:

Sales channel <sup>1</sup>	Allocation method	SERVICES	Duration <sup>2</sup>	
PRISMA	Auction	Blaregnies L	Y, Q, M, DA, WD	
		Hilvarenbeek L		
		IZT		
		Virtualys		
		VIP-BENE		
		VIP THE-ZTP		
	FCFS	Entry and Exit Services on IPs, VIPs & LNG Terminals	Zeebrugge <sup>3</sup>	Any duration
			ZPT	
			Zeebrugge LNG Terminal	
			Dunkirk LNG Terminal <sup>4</sup>	
			H <sub>2</sub> -IN	Y
		Capacity Conversion Service (unbundled to bundled)	Y, Q, M, DA	
		Conversion into Short haul Services (OCUC and Wheeling) <sup>5</sup>	Y, Q, M, DA, WD <sup>24h</sup> <sup>6</sup>	
		Quality Conversion to H Service at Installation Point "QC"	Min 1 GD	
Exit Service for End Users Domestic point	Min 1 GD			
Entry Service for End Users Domestic point	Y			
Implicit	Zeebrugge	B-o-D		
	Entry and Exit Services on Loenhout	Any duration		
	Exit Service for Distribution Domestic point	Any duration		
	Entry Service for Distribution Domestic point	Y		
	Quality Conversion to H Service at Installation Point "H <sub>2</sub> -IN" <sup>7,8</sup>	Y		

<sup>1</sup> Written procedure can be activated by Fluxys Belgium as fallback mechanism, should PRISMA or EBS platforms be unavailable. Entry and Exit Services on IPs, VIPs and LNG Terminals, Quality Conversion Services and on Domestic Points can also be implicitly allocated by Fluxys Belgium to network users in case overnomination is being activated for such Connection Point. Overnomination will be activated when all Firm Transmission Services are sold after the Firm Day-Ahead auction or Firm Within-Day auctions, or as a fallback mechanism when PRISMA platform should be unavailable.

<sup>2</sup> (Y)= Yearly, (Q)= Quarterly, (M)= Monthly, (DA)= Day-Ahead, (WD)= Within-Day, (WD24h)= Within- Day product containing maximum number of Hours in a Gas Day being 23/24/25 Hours, (B-o-Y)= Balance of Gas Year, (GD)= Gas Day, (B-o-D)= Balance of Gas Day.

<sup>3</sup> Implicit allocation of Transmission Services at Zeebrugge possible.

<sup>4</sup> With the subscription of Dunkirk LNG Terminal entry capacity the associated Cross Border Delivery Service will be implicitly allocated meaning that they are matched in quantity, time and Capacity Type as described in ACT – Attachment A. No capacity will be allocable for a service period shorter than 1 gas day. No capacity is offered under the FCFS principle during a "call for market interest" process organized by the Dunkerque LNG Terminal unless for a period until the beginning of the period concerned by the "call for market interest" process.

<sup>5</sup> Conversion into Short haul Services will no longer be possible as from July 1<sup>st</sup> 2023

<sup>6</sup> Except for Short haul Services Wheeling and OCUC for which both Interconnection Points are sold via FCFS: in this case the conversion into Short haul Services can be done for a Service Period of any duration of at least 1 Gas Day. For Dunkirk LNG where OCUC are offered associated with a Cross Border Delivery Service for the same Service Period which can be shorter than for monthly capacities.

<sup>7</sup> Implicitly allocated with an Entry Service

<sup>8</sup> As from 01/07/2023, subject to a pre notice of 4 weeks

Written only	Not applicable	Other Services	Zee Platform	Not applicable
			ZTP Trading Services	
			L Capacity Switch Service	
			Diversion Service	
			Additional Shipper Code	
Pro rata	Entry Dunkirk LNG Terminal	Duration according to "Call for Market Interest" allocation of send out capacity <sup>9</sup>		

In the following sections, the Subscription and Allocation of Services is described

- Section 3.3 concerns the Services subscribed via Prisma
- Section 3.4 concerns the Services subscribed directly with the TSO via EBS
- Section 3.5 concerns the Services subscribed directly with the TSO in written
- Section 3.7 concerns the implicit Allocation of Services by the TSO

In case of allocation of Transmission Services relating to a new investment, an open season (Article 5 of the Code of Conduct) or an incremental process (CAM NC) may be, according to the procedures described in section 3.8.

### 3.2 Rate Types

The following Rate Types are attributed as follows:

- For an Entry Service at an Interconnection Point and Installation Points and an Exit Service at an Interconnection Point and Installation Point<sup>10</sup> with a Service Period which is a multiple of 12 consecutive calendar months, the Yearly Rate Type is attributed for the Service Period;<sup>11</sup>
- For an Entry Service at an Interconnection Point and Installation Points and an Exit Service at an Interconnection Point and Installation Point<sup>12</sup> with a Service Period which is less than 12 consecutive calendar months, the Seasonal Rate Type is attributed for the Service Period;
- For an Entry Service at an Interconnection Point and Installation Points and an Exit Service at an Interconnection Point and Installation Point<sup>13</sup> with a Service Period which is longer than a multiple of 12 consecutive calendar months, the Transmission Service is split up by the Transmission System Operator into<sup>2</sup>:

<sup>9</sup> When "Call for market interest" organized by Dunkirk LNG Terminal takes place, Dunkirk LNG Terminal entry capacity can be requested via written request and will be allocated pro rata the Dunkirk LNG Terminal Send Out capacity that has been allocated as part of the CMI-process and/or the spare capacity allocation-process. The specific rules are described in article 3.6.8 Dunkirk LNG Terminal Entry Services in the context of "Call for Market Interest"- and "Spare capacity allocation"-process by Dunkirk LNG Terminal. With the subscription of Dunkirk LNG Terminal entry capacity the associated Cross Border Delivery Service will be implicitly allocated meaning that they are matched in quantity, time and Capacity Type as described in ACT – Attachment A.

<sup>10</sup> As from 1 January 2024

<sup>11</sup> Entry Services that are subject to a Wheeling Service or an Operational Capacity Usage Commitment (as set out in Attachment A) always have the Yearly Rate Type attributed (only applicable until end 2023). For Direct Line services, the same rules apply as for Exit Services at an End User Domestic Point.

<sup>12</sup> As from 1 January 2024

<sup>13</sup> As from 1 January 2024



- i. First, a Transmission Service with a Yearly Rate Type with a duration of a multiple 12 consecutive calendar months;
  - ii. Hereafter, a Transmission Service with a Seasonal Rate Type, with a duration of the remaining Service Period;
- For an Exit Service at an Interconnection Point and Installation Points with any Service Period, the Yearly Rate Type is attributed<sup>14</sup>.
- For an Exit Service at an End User Domestic Point with a requested Service Period which is a multiple of 12 consecutive calendar months, the Yearly Rate Type is attributed for the confirmed Service;
- For an Exit Service at an End User Domestic Point with a requested Service Period which is between 1 and 12 calendar month, the Seasonal Rate Type is attributed for the confirmed Service Period;
- For an Exit Service at an End User Domestic Point with a requested Service Period which is less than one calendar month<sup>15</sup>, the Short Term Rate Type is attributed for the confirmed Service Period;
- For an Exit Service at an End User Domestic Point with a Service Period which is longer than a multiple of 12 consecutive calendar months, the Requested Transmission Service is split up by the Transmission System Operator into:
  - i. first, a Transmission Service with a Yearly Rate Type with a duration of a multiple of 12 consecutive calendar months;
  - ii. hereafter, a Transmission Service with a Seasonal Rate Type with a duration of the remaining Service Period;
- For an Entry Service at an End User Domestic Point, the Rate Type is always “Yearly”.
- For an Entry Service and associated Quality Conversion to H Service (that is implicitly allocated by TSO in accordance with section 3.7.3) at the Installation Point “H<sub>2</sub>-IN”<sup>16</sup>, the Rate Type is always “Yearly”.
- For Services towards the Distribution Network that are allocated implicitly by the TSO in accordance with section 3.7.1, the Rate Type is always “Yearly”.
- For Entry and Exit services on Loenhout the Rate Type “Yearly” is always applicable.

If the capacity subscription at the End User Domestic Point for Exit is less than 12 consecutive calendar months due to start-up or commissioning of the facilities connected the Transmission Grid (Start-Up and Commissioning), the Yearly Rate Type will apply for a maximum of 6 consecutive months and only when capacity requirements are not on regular basis.

Capacity Transmission Services	Service Period	Rate Type	MTSR
Entry Transmission Services on Interconnection Points and Installation Points	1 year or multiple of 12 calendar months(*)	Yearly	MTSR <sub>d,e,ct,y,IP</sub>

<sup>14</sup> Only applicable until end 2023

<sup>15</sup> For example: the requested Service Period of a Transmission Service with 14/m/yy as Start Date and 13/m+1/yy as End Date is considered as one calendar month.

<sup>16</sup> As from 01/07/2023, subject to a pre notice of 4 weeks

	1 month= $\leq x < 1$ year (*)	Seasonal	$MTSR_{d,e,ct,s,IP}$
	$< 1$ month (*)		
Exit Transmission Services on Interconnection Points and Installation Points	All Service Periods (*)	Yearly	$MTSR_{d,x,ct,y,IP}$
	1 month= $\leq x < 1$ year (*)	Seasonal <sup>17</sup>	$MTSR_{d,x,ct,s,IP}$
	$< 1$ month (*)		
Exit Transmission Services on End User Domestic Points	1 year or multiple of 12 calendar months	Yearly	$MTSR_{d,x,ct,y,XP}$
	1 month <sup>(***)</sup> = $\leq x < 1$ year	Seasonal	$MTSR_{d,x,ct,s,XP}$
	$< 1$ month	Short Term	$MTSR_{d,x,ct,st,XP}$
Exit Transmission Services on Distribution Domestic Points	All Service Periods	Yearly	$MTSR_{d,x,ct,y,XP}$
Entry Transmission Services on End User Domestic Points	year	Yearly	$MTSR_{d,x,ct,y,XP}$
Entry Transmission Services on Distribution Domestic Points	year	Yearly	$MTSR_{d,x,ct,y,XP}$

- (\*) The Service Periods for Transmission Services on Interconnection Points subscribed through PRISMA are defined by default as annual, quarterly, monthly, daily and within-day.
- (\*\*\*) The Service Period of Transmission Services with start date 14/mm/yy and 13/mm+1/yy as end date are considered as 1 calendar month.
- Note that for capacities allocated by the TSO through implicit allocation (but not for implicit allocated Transmission Services through overnomination), as is the case for Loenhout or for Distribution Domestic Points, the Rate Type is always Yearly.

### 3.3 Subscription and Allocation of Services via PRISMA

#### 3.3.1 General

Transmission Services are offered on PRISMA by the TSO in accordance with the PRISMA GTC's (available on the PRISMA website [www.prisma-capacity.eu](http://www.prisma-capacity.eu)).

Services that can be subscribed via PRISMA are offered and can be subscribed in the form of bundled or unbundled products. Bundled products are products offered together with the relevant Adjacent Transmission System Operators, as long as the capacities are made available by the Adjacent Transmission System Operator. Remaining available capacity at the Interconnection Points and Installation Points is offered on PRISMA as unbundled product, whereby the same rules are applicable as for the bundled products.

In case PRISMA is not available (planned or unplanned unavailability of PRISMA) and upon notification by the TSO of the activation of such fall-back mechanism, the TSO keeps the possibility to offer the available capacity via an unbundled product in written form as the

<sup>17</sup> As from 1<sup>st</sup> January 2024

case may be and the Network User has the right to send its Service Request directly to the TSO, using the appropriate Form as published on the Fluxys Belgium website.

### 3.3.2 First-Committed-First-Served

The Transmission Services offered on PRISMA via the First-Committed-First-Served mechanism (FCFS) are allocated in the order as they have been requested, for as long as Transmission Services are available.

The response times to the Service Request via PRISMA are reduced to near real-time if the requested Services are available with the TSO as requested.

The Service Request via FCFS is possible until 2 full hours before the start of the Service<sup>18</sup>. The delay for processing the Service Request and the Service Confirmation are dependent on the process and communication systems.

The request for within-day capacity services are subject to the following conditions:

- For a given Gas Day, it will be possible for Network Users to request and subscribe (subject to the confirmation via PRISMA of the availability of the capacity) a capacity product starting at the earliest, on the first Gas Hour of the considered Gas Day and at the latest on the last Gas Hour of the considered Gas Day. The product will always be ending at the end of the considered Gas Day.
- The start hour will be calculated automatically by the system based on the contractual timestamp, taking a fullhour+2 lead-time
- For the avoidance of doubt, neither hour blocks, nor combinations of days and hours are possible.
- This implies that a daily product (one full gas day) can be subscribed until 4:00 AM local time the day before.

### 3.3.3 Auctions

The Transmission Services are offered on PRISMA according to a calendar which is determined annually and published on ENTSOG website and reflected on PRISMA and on Fluxys Belgium websites as well.

The products, bundled or unbundled, are offered on PRISMA following standardized Service Periods,

- On yearly basis, an auction for Gas Year products will be organised and the upcoming 15 Gas Years will be offered.

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<sup>18</sup> Transmission Services for Dunkirk LNG Terminal shall be allocated to Network User taking into account the availability of necessary Cross Border Capacity contracts, therefore a lead time of 4 Business Days is considered required in order to acquire the necessary Cross Border Capacity by the TSO on the grid of the Adjacent TSO. TSO will allocate jointly this Cross Border Capacity to the Network User as Cross Border Delivery Service with the Entry, Exit or OCUC Services. In case TSO is not able to acquire within 4 Business Days after the request for subscription of Transmission Services for Dunkirk LNG Terminal the necessary Cross Border Capacity on the grid of the Adjacent TSO, TSO will withdraw the allocated Transmission Services on its grid for the same period and quantity for which the TSO was not able to acquire the Cross Border Capacity on the grid of the Adjacent TSO. TSO will take contact with Network User to verify whether Network User still want to subscribe Dunkirk LNG Terminal for the period and quantity for which the TSO was not able to acquire the Cross Border Capacity on the grid of the Adjacent TSO, and if Network User confirms his willingness to subscribe, TSO will use its reasonable endeavors to acquire – if available – the requested Cross Border Capacity on the grid of the Adjacent TSO and allocate this jointly with the Entry, Exit or OCUC Services - if available - as soon as possible after such confirmation.

- On quarterly basis, quarterly products will be auctioned and the upcoming Gas Quarters (starting on the 1st of October, 1st of January, 1st of April or the 1st of July respectively) of the Gas Year will be offered.
- On monthly basis an auction for the following Gas Month will be organized (from the 1st Gas Day to the last Gas Day of any calendar month).
- On daily basis the next Gas Day will be auctioned
- On hourly basis within-day products will be auctioned - the services start within day and end at the end of the Gas Day.

Additional features such as Capacity Conversion are offered directly through the bidding screen on PRISMA, if applicable on related Interconnection Points.

In case all Firm Capacity is subscribed or in case Firm Capacity is sold with an Auction Premium or in case Firm Capacity was not offered during an Auction for Firm yearly, quarterly, or monthly Services, a new subscription for Interruptible Services for the same duration will be organised after the closure of the Firm Auctions, according to the European-wide agreed calendar published by ENTSOG.

In case all Firm Capacity is sold or in case Firm Capacity was not offered during an auction for daily Services, a new subscription for Interruptible Services for the same duration will be organised after the closure of the Firm Auctions according to the European-wide agreed calendar published by ENTSOG.

The amount of capacities offered is published on PRISMA before the beginning of each Auction.

For the Firm Capacity Auctions, an amount of 20 % of the technical capacity at each Interconnection Point shall be set aside and offered subject to the following provisions:

- an amount equal to 10 % of the technical capacity at each Interconnection Point shall be offered no earlier than in the yearly capacity Auction during the fifth Gas Year preceding the start of the relevant Gas Year; and
- a further amount equal to 10 % of the technical capacity at each Interconnection Point shall first be offered no earlier than the quarterly capacity Auction during the Gas Year preceding the start of the relevant Gas Year.

For the auctioning of yearly, quarterly and monthly Services, an ascending clock Auction algorithm is applied. For the auctioning of daily and within-day Services, a uniform price Auction algorithm is applied (for details, see PRISMA GTC's)

For bundled Transmission Services, in case the Auction results in an Auction Premium, the Auction Premium will be charged by TSO, in accordance with Attachment A of the Access Code for Transmission. The split factor of the premium between the TSO and the Adjacent TSO is described in the PRISMA GTC's. This percentage is subject to the agreement between TSO and the concerned adjacent Transmission System Operator and to the approval by the respective concerned regulatory authorities.

For unbundled Transmission Services, in case the Auction results in an Auction Premium, the Auction Premium will be charged by TSO, in accordance with Attachment A of the Access Code for Transmission.

### 3.3.4 Conversion of Entry and Exit Services into Wheeling or Operational Capacity Usage Commitments<sup>19</sup>

The TSO offers on PRISMA all Network Users having newly acquired<sup>20</sup> firm and/or backhaul Entry and Exit Services in the last 15 Days on the Primary Market, eligible as provided for in ACT - Attachment A for Wheeling or Operational Capacity Usage Commitments, the possibility to convert these Entry and Exit Services into a Wheeling or an Operational Capacity Usage Commitment, under following restrictive conditions:

- Entry and Exit Services need to have the same Service Period which is at least 1 Gas Day<sup>21</sup>,
- The Service Period of the OCUC or Wheeling will be identical as initially contracted,
- The Service Start Date is in the future,
- The minimum quantity for conversion is 1 kWh/h, the maximum quantity for conversion is the minimum between the initially contracted Entry and Exit Service, and
- Conversion can be done till 2 full hours before the start of the Service Period

### 3.3.5 Service Confirmation

In case the Transmission Service<sup>22</sup> was allocated via PRISMA, the Service Confirmation is sent by the TSO once the results are communicated to him, and the TSO registers the Service as a Subscribed Transmission Service. No further signature is required.

## 3.4 Subscription and Allocation of Services via EBS

In line with the table of section 3.1, this section is only applicable to Services if PRISMA is not available. The TSO retains the option to offer the available capacity via the Electronic Booking System (EBS), or in writing form as fall-back mechanisms (see below). During this period of unavailability of the PRISMA platform, the Network User has the right to send the requests directly to the TSO in the correct form.

In case the Service Request is complete, the Service Request is considered as binding to the Network User.

The response times to the Service Request via EBS are reduced to near real-time if the requested Services are available with the TSO as requested. Furthermore, for the Domestic Points the near real-time response requires that no change to the Allocation Agreement is necessary for the capacity to be allocated towards the Network User.

The Service Request via EBS is possible until midnight before the Start Date of the Service on the following Gas Day. The delay for processing the Service Request and the Service Confirmation are dependent on the process and communication systems.

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<sup>19</sup> Conversion will no longer be possible as from July 1<sup>st</sup> 2023

<sup>21</sup> For the avoidance of doubt minimum 1 Gas Day contains also the possibility to convert a Within-Day product containing the maximum number of Hours in such Gas Day being 23/24/25 Hours.

<sup>22</sup> For Entry, Exit or OCUC Services at DNK LNG Terminal, TSO acquires the Cross Border Capacity for the same quantity and period on the grid of the Adjacent TSO and allocates jointly this Cross Border Capacity as Cross Border Delivery Service with the Entry, Exit or OCUC Services.

If the Service Request is complete, Services are allocated in the order as they have been requested for as long as Services are available.

The Confirmation of Services will be confirmed in written in case that the Service Request is not fully available.

In case that the Service Request also needs the signature of the Allocation Agreement for the Domestic Point, then the Network User will need to follow the procedure as described in 3.6.1.1

## 3.5 Subscription and Allocation of Services via written form

In line with the table of section 3.1, this section is applicable to all Services which are not offered on PRISMA, EBS or which are not implicitly allocated to Network Users. This written procedure can also be activated by the TSO as fall-back mechanism should EBS or PRISMA platforms be unavailable.

### 3.5.1 Service Request

A Network User can send a Service Request in written (letter or e-mail), using a Service Request form as published on the Fluxys Belgium website. The Service Request form contains the details of requested Service in particular the Service and its duration.

In case the Service Request is incomplete the Network User is invited to complete the Service Request. The TSO informs the Network User:

- within 2 Business Days after receipt of the Service Request, in case the requested Start Date is within 5 Business Days or less;
- within 5 Business Days after receipt of the Service Request, in case the requested Start Date is later than within 5 Business Days.

If complete, the Service Request is considered as binding to the Network User.

### 3.5.2 Service Confirmation

If the Service Request is complete, Services<sup>23</sup> are allocated in the order they have been requested for as long as Services are available. The Transmission System Operator sends the Service Confirmation:

- within 2 Business Days after receipt of the complete Service Request, in case the requested Start Date is within 5 Business Days or less;
- within 5 Business Days after receipt of the complete Service Request, in case the requested Start Date is later than within 5 Business Days.

The Service Confirmation is sent in written (e-mail) using a Service Confirmation Form as published on the Fluxys Belgium website.

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<sup>23</sup> For Entry, Exit or OCUC Services at DNK LNG Terminal, TSO acquires the Cross Border Capacity for the same quantity and period on the grid of the Adjacent TSO and allocates jointly this Cross Border Capacity as Cross Border Delivery Service with the Entry, Exit or OCUC Services.

## 3.6 Specific characteristics for the subscription of specific Services

### 3.6.1 Services at End Users Domestic Points

#### 3.6.1.1 Allocation Agreement

The Transmission System Operator sends through EDP an Allocation Agreement as published on the Fluxys Belgium website with the proposed Gas Allocation Rule to the End User of the End User Domestic Point and to the involved Network User(s) for signature through EDP. Upon request of the End User, this Allocation Agreement document can be made anonymous when sent to multiple Network Users, with the exception of an Allocation Agreement allowing the pooling of capacities between different Network User on one End User Domestic Point. Upon request of the Network User or End User, the Allocation Agreement can still be published on EDP. The Allocation Agreements signed by all involved parties are published on EDP unless made anonymous.

In case the Allocation Agreement is not signed by End User and/or (one of) the involved Network User(s) before the start date of the subscribed Transmission Service, the TSO contacts the End User. The provisional allocations ( $XEA_h$  and  $EEA_h$ ) for the concerned End User Domestic Point will be performed as indicated by the End User, until a signed Allocation Agreement is received by the TSO.

The TSO may in no case be held liable for the consequences of a non-signed Allocation Agreement. Network User(s) having subscribed Transmission Services at an End User Domestic Point, but not having signed the Allocation Agreement defends, holds harmless and indemnify the TSO from and against any demand or claim regarding the provisional allocations of the End User or of the other Network User(s) involved at such End User Domestic Point.

In case the Network User wants to participate into the pooling of their capacities with one or more other Network User(s) at an End User Domestic Point, the involved Network Users have to specify specific roles of the different Network Users and agree on this in the Gas Allocation Rule in the Allocation Agreement. The Network Users pooling capacities on an End User Domestic Point also have to inform each other of their subscribed levels of MTSR at the End User Domestic Point and shall inform each other immediately of any changes of such level of MTSR during the entire period between the Start and End Date of this Agreement.

#### 3.6.1.2 Link with Connection Agreement of considered End User

In case the Connection Agreement between the considered End User and the TSO is terminated, the Service Confirmation Form of the Network User at the considered End User Domestic Point shall be adjusted accordingly.

### 3.6.2 Quality Conversion to H

Quality Conversion to H Services can be subscribed :

- For Installation Point "QC" : Through PRISMA for a Service Period of minimum 1 day. Requests are allocated in the order as they have been requested.
- For Installation Point "H2-IN"<sup>24</sup> : Implicitly allocated with the Entry Service as per section 3.7.3

<sup>24</sup> as from 01/07/2023, subject to a pre notice of 4 weeks

### 3.6.3 Zee Platform

The Zee Platform Service Request specifies a Start Date but no End Date since the Zee Platform Service is subscribed for unlimited Duration as of Start Date.

Network Users can make a request for Zee Platform following the procedure as described in 3.5.

### 3.6.4 ZTP Trading Services

The ZTP Trading Services Request specifies a Start Date but no End Date since the ZTP Trading Services are subscribed for unlimited Duration as of Start Date.

Network Users can make a request for ZTP Trading Services following the procedure as described in 3.5.

### 3.6.5 Additional Shipper Code Service

The additional Shipper Code Service Request specifies a Start Date but no End Date since the additional Shipper Code Service is subscribed for unlimited Duration as of Start Date.

Network Users can make a request for an additional Shipper Code following the procedure as described in 3.5.

### 3.6.6 Substitution Services

#### 3.6.6.1 Capacity Conversion Service

The TSO offers all Network Users holding unbundled capacity at one side of an Interconnection Point the possibility to convert this capacity into bundled capacity at the following conditions:

- Capacity with a standard yearly, quarterly, monthly or daily (day ahead) Service Period can be converted.
- Capacity that is assigned with retained payment obligation cannot be converted by the assignor nor the assignee.
- Case 1 - Network User holds unbundled Entry, Exit, Wheeling or OCUC Services at the TSO side of the Interconnection Point: during the bidding process, Network User may request the conversion of corresponding existing Unbundled Capacity. To that end, Network User shall request Capacity Conversion through the bidding screen by specifying the contract reference and amount of capacity to be converted. The corresponding existing Unbundled Capacity will be converted into the TSO part of the newly acquired Bundled Capacity, for the quantity mentioned in the request. The existing Service(s) shall not be further affected by the conversion, in particular no additional fee will be charged for the TSO part of the newly acquired Bundled Capacity except any eventual Auction Premium.
- Case 2 - Network User holds unbundled Entry or Exit Services at the Adjacent TSO side of the Interconnection Point: after the auctioning of Bundled Capacity on PRISMA for the corresponding Service Period and Interconnection Point, Network User may request the conversion of corresponding existing unbundled Capacity. To that end, Network User shall send to the TSO a Conversion request Form within 5 Business Days following the Day on which the auction took place on PRISMA. The corresponding existing Unbundled Capacity at the Adjacent TSO side of the Interconnection Point will be bundled with existing or newly acquired unbundled



Entry, Exit, Wheeling or OCUC Services at the TSO side of the Interconnection Point insofar available. For the avoidance of doubt the TSO is not responsible for checking the correctness of the data regarding the unbundled Services at the Adjacent TSO side of the Interconnection Point and the resulting Bundled Capacity will be registered as such by the TSO.

Network Users can make a request for Capacity Conversion Services following the procedure as described in 3.3.

### **3.6.6.2 L Capacity Switch Service**

In the framework of the L Capacity Switch Service, Firm Entry capacity with a standard yearly Service Period can be transferred from one L-Gas Interconnection Point to H-gas Interconnection Points or Installation Points as described in ACT-Attachment A. Firm Exit capacity can be transferred from a L-Gas Interconnection Point to another L-Gas Interconnection Point as described in ACT-Attachment A.

Network Users can send a L Capacity Switch Request in written (letter or email) at the latest 2 Business Days after it has acquired the new Transmission Services, using a L Capacity Switch Service Request Form as published on the Fluxys Belgium website.

The Service Request shall specify the contract reference and the amount of capacity to be transferred as well as the relevant Interconnection Points or Installation Points.

L Capacity Switch Requests received for a capacity contract shall be capped, if applicable, to the amount of capacity of that contract during the relevant period.

For the avoidance of doubt, capacity that is assigned with retained payment obligation cannot be transferred under the L Capacity Switch Service by the assignor nor the assignee.

L Capacity Switch Service Requests are allocated following the procedure as described 3.5.2 insofar as Network User has acquired the new Transmission Services for the considered period.

### **3.6.6.3 Diversion Service**

In the framework of the Diversion Service, only capacity with a standard yearly, quarterly or monthly Service Period can be diverted from one Interconnection Point or Installation Point to another Interconnection Point or Installation Point at the same grid location as described in ACT-Attachment A.

Network Users can send a Diversion Request in written (letter or email) at the latest 2 business days after it has acquired the new Transmission Services, using a Diversion Service Request Form as published on the Fluxys Belgium website.

The Service Request shall specify the contract reference and the amount of capacity to be diverted as well as the relevant Interconnection Points or Installation Point. Diversion Requests received for a capacity contract shall be capped, if applicable, to the amount of capacity of that contract during the relevant period.

For the avoidance of doubt, capacity that is assigned with retained payment obligation cannot be transferred under the Diversion Service by the assignor nor the assignee.

Diversion Service Requests are allocated following the procedure as described in 3.5.2 insofar as Network User has managed to timely acquire the requested new Transmission Services for the considered period. If Network User did not subscribe fully the requested new Transmission Services for the considered period on the requested Interconnection Point or Installation Point, TSO will allocate the Diversion Service with the effectively subscribed quantity during that period, pro-rata between the existing Transmission Services to be diverted.

### **3.6.7 Dunkirk LNG Terminal Entry Services in the context of “Call for Market Interest”- and “Spare capacity allocation”-process by Dunkirk LNG Terminal**

When “Call for market interest” organized by Dunkirk LNG Terminal takes place, Dunkirk LNG Terminal entry capacity can be requested via written request. The written request for the Dunkirk LNG Terminal Entry capacity is possible until 5 calendar days after the final allocation of the Dunkirk LNG Terminal Send Out capacity (allocated as part of the CMI-process and/or the spare capacity allocation-process).

The allocation of the Dunkirk LNG Terminal Entry capacity is done as of the 6<sup>th</sup> calendar day after the final allocation of the Dunkirk LNG Terminal Send Out capacity with a duration that is no longer than the allocated Dunkirk LNG Terminal send out capacity resulting from the final allocation of the Dunkirk LNG Terminal Send Out capacity. If the demand is higher than the offer, Services will be allocated pro rata the Dunkirk LNG Terminal Send Out capacity that has been allocated as part of the CMI-process and/or the spare capacity allocation-process and the pro rata rule will be applied for each calendar year individually.

With the subscription of Dunkirk LNG Terminal entry capacity the associated Cross Border Delivery Service will be implicitly allocated meaning that they are matched in quantity, time and Capacity Type as described in ACT – Attachment A.

### **3.6.8 Reallocation Service for Operational Capacity Usage Commitments**

A Subscription Window shall be organized for the Reallocation Service for Operational Capacity Usage Commitments between June 5<sup>th</sup> and June 16<sup>th</sup> 2023 17h00. During the Subscription Window, Network Users can send a Reallocation Service Request in written (letter or e-mail) using a Reallocation Service Request Form as published on the Fluxys Belgium website.

The Reallocation Service Request shall specify the requested Reallocation Service for each Operational Capacity Usage Commitment Service individually, the contract reference, the period and the amount of capacity to be reallocated towards the Entry Transmission Service and the Exit Transmission Service. If the Reallocation Service Request doesn't fulfill all conditions as described in ACT-Attachment A, the Reallocation Service Request will be considered as invalid and no Reallocation Service will be confirmed.

If complete, the Reallocation Service Request is considered as binding to the Network User and the New Services are allocated following the procedure as described in 3.5.2. The corresponding existing Operational Capacity Usage Commitment Service will be reduced accordingly.

For the avoidance of doubt, capacity that is assigned with retained payment obligation cannot be transferred under the Reallocation Service by the assignor nor the assignee.

## **3.7 Transmissions Services with implicit Allocation from the TSO**

### **3.7.1 Exit Services at Distribution Domestic Points**

There is no explicit subscription for Exit Services on the Distribution Domestic Points. These Transmission Services towards Distribution Domestic Points are allocated on a monthly basis by the Transmission System Operator to the Network Users.

The capacity towards Distribution Domestic Points (hereinafter referred to as “Distribution Capacity”) is determined on a yearly basis, based on the winter analysis of the last 5 years and taking into account the Growth Factor. These Transmission Services are allocated to

the Network Users on a monthly basis, based on their market shares per Customer Segment and per Aggregated Receiving Station.

### 3.7.1.1 Distribution Capacity & Distribution Capacity per Customer Segment

The daily Distribution Capacity to supply the Distribution Network in Belgium is determined annually by May 15 for the upcoming Gas Year, in function of the winter analysis (November y-1 until and including February y), using the least squares methodology for calculating the requirement at an Equivalent Temperature of -11°C with a risk of 1 %, taking into account the daily Distribution Capacity during the last 5 years and a Growth Factor ( $GF_y$ ). The daily Distribution Capacity for the upcoming year is equal to the maximum of the daily Distribution Capacity of the last 5 years ( $DC_{d,y}$ ). The new daily Distribution Capacity enters into force on October 1<sup>st</sup> of the considered year.

$$DC_{d,y} = \max(DC_{d,y-1}; DC_{d,y-2}; DC_{d,y-3}; DC_{d,y-4}; DC_{d,y-5}) \times (1 + GF_y)$$

This daily value is converted to an hourly value ( $DC_{h,y}$ ) based on the observed historical daily/hourly ratio.

Such a winter analysis, but with a 50 % risk, is done as well in order to determine the daily global capacity level for each type of Customer ( $DC_{d,y,AMR}$ ,  $DC_{d,y,EAV}$ ,  $DC_{d,y,MRC}$ ).

The hourly Distribution Capacity ( $DC_{h,y}$ ) is distributed proportionally to the daily Distribution Capacity per Customer Segment  $cs$ , in order to obtain an hourly Distribution Capacity per type of Customer ( $DC_{h,y,AMR}$ ,  $DC_{h,y,EAV}$ ,  $DC_{h,y,MRC}$ ).

$$DC_{h,y,cs} = DC_{h,y} \times \frac{DC_{d,y,cs}}{\sum_{all\ cs} DC_{d,y,cs}}$$

The calculation of  $DC_{h,y,cs}$  will be done on a monthly basis taking into account an estimated monthly switch of Customers to different Customer Segments, starting as from October 1<sup>st</sup> 2023.

### 3.7.1.2 Monthly allocation of Exit Services between Network Users and on ARS level

#### 3.7.1.2.1 Telemetered Final Customers AMR

AMR Final Customers are telemetered by the DSO. For each AMR Final Customer  $fc$ , the Peak Metering Value ( $PMV_{m,fc}$ ) for month  $m$  is determined based on the maximum validated<sup>25</sup> Exit Energy Metering ( $XEM'_{h,fc,AMR}$ ) of the last 12 months for the considered AMR Final Customer  $fc$ . Each AMR Final Customer is located at a Distribution Network.

$$PMV_{m,fc,AMR} = \max_{last\ 12\ months} (XEM'_{h,fc,AMR})$$

Each AMR Final Customer is linked to one Network User. Distribution Capacity for the AMR Customer Segment ( $DC_{h,y,AMR}$ ) is distributed to Network User  $g$  proportionally to the sum of the monthly Peak Metering Values of the AMR Final Customers  $fc$  in the customer portfolio of a Network User  $g$  for month  $m$  ( $PMV_{m,fc,AMR}$ ) divided by the sum of the monthly Peak Metering Values of all AMR Final Customers.

<sup>25</sup> Validated metered data by DSO when first allocation is sent to the TSO.

$$DC_{m,AMR,g} = DC_{h,y,AMR} \times \frac{\sum_{All\ fc\ of\ g} PMV_{m,fc,AMR}}{\sum_{all\ AMR\ fcs} PMV_{m,fc,AMR}}$$

Each AMR Final Customer  $fc$  is connected to one ARS. The monthly AMR Distribution Capacity of a Network User  $g$  ( $DC_{m,AMR,g}$ ) is distributed to the ARS proportionally to the sum of the monthly Peak Metering Values of AMR Final Customers  $fc$  in the customer portfolio of Network User  $g$  on the considered ARS ( $PMV_{m,fc,AMR,g}$ ) divided by the sum of the monthly Peak Metering Values of AMR Final Customers  $fc$  in the customer portfolio of Network User  $g$  for all AMR Final Customers.

$$DC_{m,AMR,g,ARS} = DC_{m,AMR,g} \times \frac{\sum PMV_{m,fc,AMR,g}}{\sum_{All\ fc\ of\ all\ ARSs} PMV_{m,fc,AMR,g}}$$

### 3.7.1.2.2 Annual registered Final Customers EAV

The allocation of Transmission Services for EAV Final Customers are based on annual registration by the DSO. For EAV Final Customers, the Transmission System Operator uses commodity allocations from the DSO to allocate Transmission Services, as provided in the Standard Connection Agreement Fluxys Belgium/DSOs.

Transmission Services for the EAV Customer Segment  $cs$  are allocated to Network User  $g$  in proportion to the total commodity allocations of the Customer Segment EAV ( $XEA'_{h,EAV,g}$ ) during the considered month  $m$ , as allocated by the DSO, in the customer portfolio of this Network User  $g$  for the considered Customer Segment ( $DC_{m,EAV,g}$ ) divided by the sum of the total commodity allocations of the Customer Segment EAV during the considered month  $m$  for all Network Users  $g$ .

$$DC_{m,EAV,g} = DC_{h,y,EAV} \times \frac{\sum_{All\ hours\ of\ month\ m} XEA'_{h,EAV,g}}{\sum_{All\ Grid\ Users} \left[ \sum_{All\ hours\ of\ month\ m} XEA'_{h,EAV,g} \right]}$$

The monthly EAV Distribution Capacity of Network User  $g$  ( $DC_{m,EAV,g}$ ) is distributed to the ARS in proportion to the total commodity allocations of the Customer Segment EAV during the considered month  $m$ , per Network User  $g$  and per ARS ( $XEA'_{h,EAV,g,ARS}$ ) divided by the sum of the total commodity allocations of the Customer Segment EAV during the considered month  $m$  and per Network User  $g$  for all ARS.

$$DC_{m,EAV,g,ARS} = DC_{m,EAV,g} \times \frac{\sum_{All\ hours\ of\ month\ m} XEA'_{h,EAV,g,ARS}}{\sum_{All\ ARSs} \left[ \sum_{All\ hours\ of\ month\ m} XEA'_{h,EAV,g,ARS} \right]}$$

### 3.7.1.2.3 Monthly Registered Final Customers MRC (SMR3, RMV and EMV)

For MRC Final Customers, (Customer Segments SMR3, RMV and EMV), the Transmission System Operator uses Bottom-Up January Metering Value to allocate Transmission Services. This Bottom-Up January Metering Value is provided by the DSO, as provided in the Standard Connection Agreement Fluxys Belgium/DSOs. Each month  $m$ , the DSO updates the Bottom-Up January Metering Value to take into account portfolio changes between Network Users.

The Bottom-Up January Metering Value for the MRC Final Customers, for Network User  $g$ , for month  $m$  and per ARS ( $BUJMV_{MRC,g,m,ARS}$ ) is calculated by adding the Bottom-Up January Metering Values for month  $m$  ( $BUJMV_{cs,g,m,ARS}$ ) for the SMR3, RMV and EMV Customer Segments  $cs$ .

$$BUJMV_{MRC,g,m,ARS} = BUJMV_{SMR3,g,m,ARS} + BUJMV_{RMV,g,m,ARS} + BUJMV_{EMV,g,m,ARS}$$

The Monthly Transmission Services for the MRC Customer Segments  $cs$  ( $DC_{m,MRC,g}$ ) are allocated to Network User  $g$ , for each month  $m$ , in proportion to the Bottom-Up January Metering Value for the MRC Final Customers of Network User  $g$  for month  $m$  ( $BUJMV_{MRC,g,m}$ ) divided by the Bottom-Up January Metering Value for MRC Final Customers for month  $m$  for all Network Users  $g$ .

$$DC_{m,MRC,g} = DC_{h,y,MRC} \times \frac{BUJMV_{MRC,g,m}}{\sum_{All\ Network\ Users} [BUJMV_{MRC,g,m}]}$$

The Distribution Capacities for the MRC Final Customer  $cs$ , for Network User  $g$  ( $DC_{m,MRC,g,ARS}$ ) are distributed per ARS in proportion to the Bottom-Up January Metering Value for the MRC customers of Network User  $g$ , for month  $m$  and per ARS ( $BUJMV_{MRC,g,m,ARS}$ ), divided by the Bottom-Up January Metering Value for MRC Final Customers for month  $m$ , for Network Users  $g$  and for all ARS.

$$DC_{m,MRC,g,ARS} = DC_{m,MRC,g} \times \frac{BUJMV_{MRC,g,m,ARS}}{\sum_{All\ ARSs} [BUJMV_{MRC,g,m,ARS}]}$$

### 3.7.1.3 Estimation of the Monthly allocated Exit Services per active Network Users

The Distribution Capacity is allocated on a monthly basis to Network Users using definitive Energy Allocation information. Therefore the monthly Distribution Capacity per Network User per Customer Segment (and per ARS) can only be computed and communicated after the month. In order to allow Network Users estimating such monthly Distribution Capacity, the TSO will determine indicative estimation factors, valid for the upcoming Gas Year (Oct Y – Sep Y+1). Those indicative estimation factors are provided for information purposes only and are not binding towards the TSO, as regards to the effectively allocated Distribution Capacity. Those factors will be reviewed at least annually by May 15<sup>th</sup> and published on the website of the TSO.

#### 3.7.1.3.1 Telemetered Final Customers AMR

For telemetered Final Customers, Network Users will be able to estimate the monthly forecasted Distribution Capacity ( $DC_{m,AMR,g,t}$ ) for each month of the upcoming Gas Year, as the sum of the monthly Peak Metering Values ( $PMV_{m,fc,AMR,g}$ ) of Final Customers  $fc$  in the

estimated customer portfolio of Network User  $g^{26}$  multiplied by the yearly Indicative Estimation Factor for AMR customer segment ( $IEF_{AMR,y}$ ) applicable for such Gas Year.

$$DC_{m,AMR,g,f} = \left( \sum_{All\ fc\ of\ g} PMV_{m,fc,AMR} \right) \Big|_{\text{Estim. for month m by Network User}} \times IEF_{AMR,y}$$

The yearly Indicative Estimation Factor for AMR customer segment ( $IEF_{AMR,y}$ ), calculated by May of Year Y and applicable for the upcoming Gas Year (Oct Y – Sep Y+1) is obtained by the division of the Distribution Capacity for the AMR Customer Segment ( $DC_{h,y,AMR}$ ) by the sum of the Peak Metering Values determined for the month February of the relevant year Y ( $PMV_{Feb,fc,AMR,g}$ ) of all Final Customers  $fc$ , such as described in section **Error! Reference source not found.**

$$IEF_{AMR,y} = \frac{DC_{h,y,AMR}}{\sum_{All\ fc} PMV_{Feb,fc,AMR}}$$

### 3.7.1.3.2 Annual registered Final Customer EAV

For Annual Customers (Customer Segment EAV), Network Users will be able to estimate the monthly forecasted Distribution Capacity ( $DC_{m,EAV,g,f}$ ) for each month of the upcoming Gas Year, as the sum for such month of the Yearly Standard Energy Offtake ( $Q_{fc,EAV}$ ) of Final Customers  $fc$  in Customer Segment EAV in the estimated customer portfolio of Network User  $g^{27}$  divided by the relevant estimation factor, namely the yearly Indicative Estimation Factor for Customer Segment EAV ( $IEF_{EAV,y}$ ).

$$DC_{m,EAV,g,f} = \frac{\left( \sum_{All\ fc\ of\ g} Q_{fc,EAV} \right) \Big|_{\text{Estim. for month m by Network User}}}{IEF_{EAV,y}}$$

The yearly Indicative Estimation Factor for Customer Segment EAV ( $IEF_{EAV,y}$ ), calculated at least annually by May 15 of Year Y and applicable for the upcoming Gas Year (Oct Y – Sep Y+1), are obtained by the division of the observed total Yearly Standard Energy Offtake over the period March Y-1 – Feb Y for such Customer Segment, by the Distribution Capacity for the such Customer Segment ( $DC_{h,y,EAV}$ ).

The observed total Yearly Standard Energy Offtake is obtained by averaging over each hours  $h$  over the period March Y-1 – Feb Y the total Yearly Standard Energy Offtake ( $Q_{fc,EAV}$ ) of all Final Customers  $fc$  in Customer Segment EAV over all ARS.

$$IEF_{EAV,y} = \frac{\text{average} \left( \sum_{All\ fc\ of\ EAV} Q_{fc,EAV} \right) \Big|_{\text{all hours of previous year}}}{DC_{h,y,EAV}}$$

<sup>26</sup> The estimation of such customer portfolio is the responsibility of the Network User.

<sup>27</sup> The estimation of such customer portfolio is the responsibility of the Network User.

### 3.7.1.3.3 Monthly registered Final Customers MRC (SMR3, EAV, EMV)

For monthly profiled Final Customers, Network Users will be able to estimate the monthly forecasted Distribution Capacity ( $DC_{m,cs,g,t}$ ) for each month of the upcoming Calendar Year, as the sum of the estimated consumption during January of Final Customers  $fc$  in Customer Segment  $cs$  in the estimated customer portfolio of Network User  $g$ <sup>28</sup> divided the yearly Indicative Estimation Factor for MRC Final Customers ( $IEF_{MRC,y}$ ) that applies to that Gas Year.

$$DC_{m,MRC,g,f} = \frac{\left( \sum_{All\ fc\ of\ g} BUJMV_{MRC,fc,g,m} \right)_{\text{Estim by Network User}}}{IEF_{MRC,y}}$$

The yearly Indicative Estimation Factor for Monthly Registered Customer ( $IEF_{MRC,y}$ ), calculated by May of Year Y and applicable for the upcoming Gas Year (Oct Y – Sep Y+1) is obtained by dividing the sum of Bottom-Up January Metering Value ( $BUJMV_{cs,fc,g,February}$ ) for month February with the Distribution Capacity for the Monthly Registered Customers ( $DC_{h,y,MRC}$ ).

$$IEF_{MRC,y} = \frac{\sum_{All\ g} \sum_{All\ fc\ of\ MRC} BUJMV_{MRC,fc,g,February}}{DC_{h,y,MRC}}$$

## 3.7.2 Entry Services at Distribution Domestic Points

There is no explicit subscription for Entry Services on the Distribution Domestic Points. The Entry capacity towards Distribution Domestic Points is allocated to the Network Users on a monthly basis.

### 3.7.2.1 Monthly Allocation of Telemetered Local Producers

AMR Local Producers injecting on the Distribution Grid are telemetered by the DSO. For each AMR Local Producer  $pr$ , the Peak Metering Value ( $PMV_{m,pr}$ ) for month  $m$  is determined based on the maximum validated<sup>29</sup> Entry Energy Metering ( $XEM'_{h,pr}$ ) of the last 12 months for the considered Local Producer  $pr$ . Each AMR Local Producer is located at a Distribution Network.

$$PMV_{m,pr,AMR} = \max_{last\ 12\ months}(XEM'_{h,pr,AMR})$$

Each AMR Local Producer is linked to one Network User. The sum of Peak Metering Values of the AMR Local Producers in the customer portfolio of a Network User  $g$  for month  $m$  ( $PMV_{m,pr,AMR}$ ), gives the Transmission Services allocated to the considered Network User  $g$  ( $IC_{m,AMR,g}$ ) for the AMR Local Producer Segment for the considered month  $m$ .

$$IC_{m,AMR,g} = \sum_{All\ pr\ of\ g} PMV_{m,pr,AMR}$$

<sup>28</sup> The estimation of such customer portfolio is the responsibility of the Network User.

<sup>29</sup> Validated metered data by DSO when first allocation is sent to the TSO

### 3.7.3 Quality Conversion to H Service at Installation Point “H<sub>2</sub>-IN”<sup>30</sup>

Quality Conversion to H Service is implicitly allocated by Fluxys Belgium to Network User in case of subscription of an Entry Service at Installation Point “H<sub>2</sub>-IN”.

### 3.7.4 Services at the Installation Point Loenhout

Transmission Services at the Installation Point Loenhout are allocated by the TSO, in accordance to the Subscribed Storage Services at the Storage Installation of Loenhout:

- The allocated Firm Entry Services from the Installation Point Loenhout are equal to the Subscribed Firm Withdrawal Services.
- The allocated Operational Interruptible Entry Services towards the Installation Point Loenhout are equal to the Subscribed Conditional Withdrawal Services.
- The allocated Firm Exit Services towards the Installation Point Loenhout are equal to the Subscribed Firm Injection Services.
- The allocated Operational Interruptible Exit Services towards the Installation Point Loenhout are equal to the Subscribed Conditional Injection Services.
- In case a Network User has insufficient Entry or Exit Transmission Services in order to have a DAM/NNS quantity at the Storage Installation of Loenhout transmitted to/from the Transmission Grid, the TSO will allocate the corresponding required Firm Entry or Exit Transmission Service to the Network User for the corresponding Gas Day.
- In case additional injection and/or additional Withdrawal services are offered at the Installation Point Loenhout, the corresponding Exit and/or Entry services will be allocated equally in accordance with the nature (Firm or Operational Interruptible) of the additional Storage Services.

### 3.7.5 Services at the Interconnection Point Zeebrugge

Transmission Services at the Interconnection Point Zeebrugge are implicitly allocated by the TSO till the end of the same Gas Day. For every hour, the quantity of implicitly allocated Entry [Exit] Transmission Service at the Interconnection Point Zeebrugge for Network User  $g$  ( $MTSR_{ITSia,e,h,g}, [MTSR_{ITSia,x,h,g}]$ ) is calculated as the maximum of:

- The difference between
  - The sum of the hourly Entry [Exit] Energy (last) Allocation ( $EEN'_{h,g}, [XEN'_{h,g}]$ ) at Zeebrugge, IZT, Zeebrugge LNG Terminal and ZPT for Network User  $g$  and
  - The sum of
    - The Entry [Exit] Transmission Services of Zeebrugge, IZT, Zeebrugge LNG Terminal and ZPT for Network User  $g$  ( $MTSR_{Zeebrugge,h,g} + MTSR_{IZT,h,g} + MTSR_{Zeebrugge\ LNG\ Terminal,h,g} + MTSR_{ZPT,h,g}$ );
    - The Entry [Exit] Transmission Services at Zeebrugge implicitly allocated till the end of the same Gas Day at Zeebrugge for (a) previous hour(s) of the same Gas Day ( $MTSR_{ITSia,h-n,z,g}$ )
- Zero (0).

<sup>30</sup> as from 01/07/2023, subject to a pre notice of 4 weeks



$$M\text{TSR}_{ITSia,e,h,g} = \max[EEN'_{h,IPs,g} - (M\text{TSR}_{IPs,h,e,g} + M\text{TSR}_{ITS,ia,h-n,e,g}); 0]$$

$$M\text{TSR}_{ITSia,x,h,g} = \max[XEN'_{h,IPs,g} - (M\text{TSR}_{IPs,h,x,g} + M\text{TSR}_{ITS,ia,h-n,x,g}); 0]$$

### 3.7.6 Services implicitly allocated through overnomination

Entry [Exit] Interruptible Services are implicitly allocated by Fluxys Belgium to Network User in case of overnomination is being activated for such Connection Point and insofar Network User is requesting Interruptible Services by sending a Nomination<sup>31</sup> which exceed its subscribed Entry [Exit] Transmission Services.

Entry [Exit] Interruptible Transmission Services at the Connection Point are implicitly allocated till the end of the same Gas Day on a First-Committed-First Served basis. For every hour, the quantity of implicitly allocated Entry [Exit] Transmission Service at the Connection Point for Network User  $g$  ( $M\text{TSR}_{ONia,e,h,g}$ ,  $M\text{TSR}_{ONia,x,h,g}$ ) is calculated as the maximum of:

- The difference between
  - The last accepted Nomination of Network User  $g$  by the TSO at the Connection Point ( $EEN_{h,g}$ ,  $XEN_{h,g}$ )
  - The subscribed Entry [Exit] Transmission Services of Network User  $g$  at the Connection Point ( $M\text{TSR}_{h,g}$ ) being the sum of all capacity types
- Zero (0).

$$M\text{TSR}_{ONia,e,h,g} = \max(EEN_{h,g} - M\text{TSR}_{h,g}; 0)$$

$$M\text{TSR}_{ONia,x,h,g} = \max(XEN_{h,g} - M\text{TSR}_{h,g}; 0)$$

## 3.8 Market based processes for network capacity expansion

In accordance with the CAM NC the concerned TSOs on each side of Interconnection Points linking entry-exit Zones shall cooperate in the incremental process, concerning network capacity expansion (additional capacity at existing Interconnection Points or the creation of new Interconnection Points) projects.

However, for the assessment of incremental or new projects not related to Connection Points in the scope of CAM NC, the open season procedure remains applicable.

### 3.8.1 Incremental process: bundled capacity on Interconnection Points

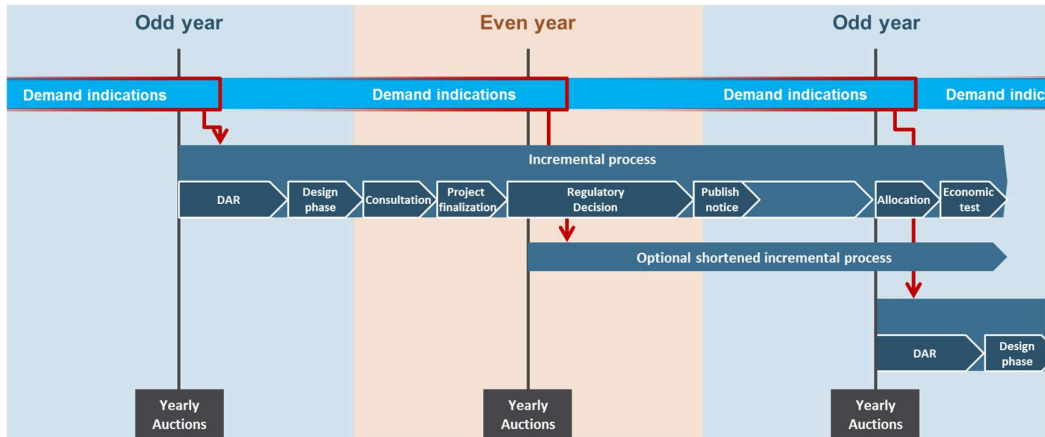
The incremental process is the market-based process by which finally binding capacity requests are eventually awarded to Network Users prior to the final investment decision (FID) necessary for an investment in a capacity expansion project. The incremental process consists of the following phases:

- Non-binding demand indications, as detailed in section 3.8.1.1;
- Market demand assessment report, as detailed in section 3.8.1.2;
- Design phase, including NRA approval of the project(s), as detailed in section 3.8.1.4;

<sup>31</sup> A Nomination shall at the earliest and within technical and operational limits become effective after the Network User has sent its SDT and after the Applicable Renomination Lead-Time as described in Attachment C1.

- Publication of the binding project notice, as detailed in section 3.8.1.5;
- Binding allocation of incremental capacity, as detailed in section 3.8.1.6.

The following diagram illustrates the sequence of these steps:



### 3.8.1.1 Non-binding demand indications

Parties interested in incremental capacity can submit non-binding demand indications at any time, based on a template published on the Fluxys Belgium website (<https://www.fluxys.com/>). The non-binding demand indications shall contain at least the following information:

- The two or more adjacent entry-exit systems between which demand for incremental capacity – on one or both sides of an interconnection point – is expressed and the requested direction;
- The gas year(s) for which a demand for incremental capacity is expressed;
- The amount of capacity demanded between the respective entry-exit systems;
- Information on non-binding demand indications which were or will be submitted to other transmission system operators, in case such indications are linked to each other, such as demand for capacities at several related interconnection points;
- Whether the demand expressed is subject to any of conditions;
- Contact details for the requesting party.

### 3.8.1.2 Demand Assessment Report (“DAR”)

In at least each odd-numbered year and no later than 16 weeks after the start of the annual yearly auctions, common market Demand Assessment Reports, produced by Fluxys Belgium in cooperation with the adjacent TSO's, shall be published on <http://www.fluxys.com/belgium> and the ENTSOG website. The demand assessment reports, each covering all Interconnection Points of at least one entry-exit system border shall include amongst others:

- Aggregation of non-binding indications received;
- Assessment of the expected demand for incremental capacity on this border;
- Conclusion on whether an incremental capacity project is initiated through the start of the design phase.

The TSOs shall consider non-binding demand indications submitted no later than 8 weeks after the start of the annual yearly auction in the ongoing market demand assessment. For non-binding demand indications received after this deadline, the TSOs may consider them in the ongoing market demand assessment or introduce them in the next market demand assessment. In exceptional circumstances and if demand for incremental capacity is expressed by Network Users no later than 8 weeks after the yearly auction in even-numbered years, the concerned TSOs may agree to conduct a market demand assessment also in even-numbered years.

### 3.8.1.3 Design phase

In case a Demand Assessment Report identifies the need for incremental capacity project(s), the design phase shall start and the respective TSO's shall jointly develop a proposal. No later than 12 weeks after the start of the design phase, the TSO's shall conduct a joint public consultation on the project proposal for a period of one to two months. The proposal will eventually consist of several alternatives to respond to different market demand scenarios. Those alternatives will translate in several offer levels, each characterized by a given amount of capacity being made available and associated conditions (including costs, tariffs and contractual).

The consultation shall at least cover as<sup>32</sup>:

- i. A description of the incremental capacity project, including a cost estimate;
- ii. The coordinated offer levels at the relevant Interconnection Point;
- iii. The proposed allocation mechanism;
- iv. Provisional timelines of the incremental capacity project;
- v. The specific terms and conditions that would apply to that capacity, if any;
- vi. The indicative tariff applicable to the capacity;
- vii. Expected (future) utilisation of the incremental capacity;
- viii. Estimated impact on utilisation of other existing gas infrastructure.

### 3.8.1.4 NRA Approval

After the consultation, the TSO's have 3 months to finalize the project proposal, taking stakeholders' comments into consideration, and submit the complete project proposal for approval to the relevant national regulatory authorities. Within 6 month of receipt of the complete project proposal, those relevant national regulatory authorities shall publish a coordinated decision on the project proposal.

### 3.8.1.5 Binding Notice Publication

Based upon a positive decision from the relevant national regulatory authorities, the TSOs will then jointly proceed to a binding allocation phase. To that end, an information memorandum will be published on the Fluxys Belgium website and sent to all Network Users, describing the offer levels and associated conditions on which Network Users will be invited to submit binding capacity bids/requests.

### 3.8.1.6 Allocation of incremental capacity

The project proposal shall state the proposed capacity allocation mechanism. The mechanism and rules for allocation will be subject to the approval of the relevant national

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<sup>32</sup> As described in Article 27 of CAM NC.

regulatory authorities as detailed in section 3.8.1.4, and will have to be in line with articles 29 and 30 of CAM NC.

The results of the allocation will be used as an input for the economic test, which aim is to verify whether the value of binding commitment allocated sufficiently covers the projected costs of the project, or at least a fraction of it, as approved by the relevant national regulatory authorities. If the economic test is successful, the capacity is allocated and confirmed to the concerned Gird Users, and incremental process stops. In case the economic test is unsuccessful, the incremental process can be stopped without allocation of capacity.

### 3.8.2 Open Season Procedure

An open season is organized in the following steps

#### 3.8.2.1 Information memorandum

An information memorandum is published on the website and sent to all Network Users, and contains the following information:

- i. the envisaged investment project;
- ii. the envisaged milestones and deadlines of the project;
- iii. the methodology for the determination of the capacity type, the duration and the indicative quantity of the offered Transmission Services;
- iv. the methodology for the allocation of the capacity created by the envisaged investment project by the TSO;
- v. the applicable selection criteria in case demand exceeds supply for the Transmission Services
- vi. the forms by which Transmission Services can be requested and by which the TSO can confirm Transmission Services in the framework of this open season.

#### 3.8.2.2 Non-binding requests:

- i. In case a party wants to participate to the open season, the confidentiality agreement has to be signed and the quantities and Transmission Services the party is interested in have to be indicated in a non-binding request before closure of the deadline specified in the information memorandum;
- ii. The TSO gathers all non-binding requests and adjusts the envisaged investment project if required;
- iii. Parties showing interest to subscribe to Transmission Services in the framework of an open season procedure sign a letter of intent, before closure of deadline specified in the information memorandum;

#### 3.8.2.3 Binding commitments:

- i. Parties wanting to subscribe to Transmission Services and complying with the selection criteria as indicated in the information memorandum, should register as a Network User before closure of the specified deadline;
- ii. In order to subscribe to Transmission Services in the framework of an open season, the Network User sends a Service Request using the request form as specified in the information memorandum.

- iii. The TSO sends a Service Confirmation using the form as specified in the information memorandum and asks the Network User to countersign this form before closure of the specified deadline.

## 4 Secondary Market

### 4.1 General rules for the Secondary Market

The following conditions apply to trading of Transmission Services on the Secondary Market:

- in order to sell Transmission Services on the Secondary Market, a party must be a Network User<sup>33</sup>;
- all Transmission Services subscribed on the Primary Market or traded on the Secondary Market can be (re-)traded on the Secondary Market;
- a trade of Transmission Services on the Secondary Market takes place by an assignment and must either entail the transfer of all rights and obligations associated therewith (full assignment) or a transfer of all rights and obligations except for the payment obligation of the Monthly Capacity Fee (assignment with retained payment obligation, also known as transfer of use);
- a Transmission Service with retained payment obligation can only be sold as a Transmission Service with retained payment obligation;
- the nature of Transmission Services is not impacted by trading on the Secondary Market (e.g. a Firm Transmission Service subscribed on the Primary Market must remain a Firm Transmission Service of the Secondary Market);
- bundled Transmission Services, acquired as part of a bundled product, must be sold as a bundle since bundled products should remain bundled and cannot be sold separately;
- Cross Border Delivery Service and its associated Entry, Exit or OCUC Services must be sold together;
- the minimum period for a trade of a Transmission Service is one (1) Hour;
- the end period for a trade of a Transmission Service has to be always the end of a Gas Day
- the maximum period for a trade of a Transmission Service is limited to the end of the Service Period of the considered Transmission Service;

Network Users can also trade capacity on the Secondary Market Platform PRISMA. As an exception, short haul Services on the Secondary Market can only be requested via written procedures. In order to be able to trade products on PRISMA, the Network User shall:

- Accept the standard PRISMA GTC's with the operator of PRISMA, which are available on PRISMA website [www.prisma-capacity.eu](http://www.prisma-capacity.eu);
- have a valid Standard Transmission Agreement in force with the TSO.

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<sup>33</sup> The TSO can also buy Transmission Services on the Secondary Market, for example in the framework of the buy-back procedure as Congestion Management

## 4.2 Secondary Market Procedures

### 4.2.1 Over-the-counter assignments in written

If parties wish to trade Transmission Services directly amongst one another on the Secondary Market, the following procedure applies, both in case of full assignment, as in assignment with retained payment obligation:

1. The assignor and assignee mutually agree upon the assignment of Transmission Services on the Secondary Market;
2. The assignor or assignee notifies the Transmission System Operator in written (letter or e-mail) of the Transmission Services that are to be assigned from the assignor to the assignee, using an Assignment Form as published on the Fluxys Belgium website duly signed by both parties, specifying amongst others quantity, period, price and details on Transmission Service. Such assignment of Transmission Services can start at the earliest as from 2 entire Business Days after such notification;
3. In case the Assignment Form is incomplete, the Transmission System Operator asks to complete the Assignment Form;
4. In case the Assignment Form is complete, the Transmission System Operator registers the Assignment and sends the countersigned Assignment Form to Assignor and Assignee as published on the Fluxys Belgium website:
  - within 2 Business Days after receipt of the complete Assignment Form, in case the requested Start Date is within 5 Business Days or less;
  - within 5 Business Days after receipt of the complete Assignment Form, in case the requested Start Date is later than within 5 Business Days.
5. The TSO publishes amongst others the quantity, the period, the details of the Transmission Services and the price.

### 4.2.2 Over-the-counter assignments via PRISMA

The TSO enables parties to notify an over-the-counter assignment through the PRISMA Secondary Market Platform. The procedure is the following both in case of full assignment, as in assignment with retained payment obligation:

1. The assignor and assignee mutually agree upon the assignment of Transmission Services on the Secondary Market;
2. The assignor or assignee enters the assignment on the PRISMA Secondary Market Platform, specifying amongst others the quantity, period, details on Transmission Service, and the price that is due to the assignor by the assignee;
3. The other party (assignee or assignor) confirms the assignment that was registered by the first party (assignor or assignee) in the PRISMA Secondary Market Platform. Such assignment of Transmission Services can start at the earliest as from Full Hour + 3 after such confirmation;
4. the TSO checks and registers the assignment;
5. assignor and assignee are notified by the TSO via the PRISMA Secondary Market Platform that the assignment was registered;
6. The TSO publishes amongst others the quantity, the period, the details of the Transmission Services and the price.

### 4.2.3 Anonymous assignments via PRISMA

The TSO organizes the Secondary Market such that a Network User has the possibility to propose Transmission Services he wishes to trade (i.e. buy or sell) on the Secondary Market and allows interested Network Users to respond to this proposal. The procedure is the following both in case of full assignment, as in assignment with retained payment obligation:

1. a party enters an proposal (either for sale or purchase) and specifies quantity, period, details on the Transmission Service and the proposed price that would be due to the assignor by the assignee on the PRISMA Secondary Market Platform;
2. another party responds to the proposal on the PRISMA Secondary Market Platform and specifies quantity, period and, if applicable, also details on the Transmission Service and possibly another proposed price that would be due to the assignor by the assignee.;
3. a deal is concluded once both parties agree on all aspects of the trade: quantity, period, details on the Transmission Service and the price due to the assignor by the assignee. Note that an assignment of Transmission Services can start at the earliest as from Full Hour + 3 after such confirmation;
4. the TSO checks and registers the assignment;
5. assignor and assignee are notified by the TSO via the PRISMA Secondary Market Platform that the assignment was registered;
6. The TSO publishes amongst others the quantity, the period, the details of the Transmission Services and the price.



# ACCESS CODE FOR TRANSMISSION



Attachment C.1: Operating  
Procedures



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# 1. Subject, content, application area

## 1.1. Subject

The Operating Procedures describe the operational rules and procedures which are required for the proper implementation of the Standard Transmission Agreement.

The Operating Procedures provide for the exchange of operational information between the TSO and the Network Users, which is required in order to have quantities of Natural Gas (re)delivered by the Network Users at the Interconnection Point(s) and or Domestic Exit Point(s).

## 1.2. Definitions and naming conventions

Unless the context requires otherwise, the definitions set out in Attachment 3 of the Standard Transmission Agreement apply to this Attachment C.1. Capitalised words and expressions used in this Attachment C.1 which are not defined in Attachment 3 of the Standard Transmission Agreement shall have the following meaning:

*Active Network User* shall mean the Network User who sends the Nominations in the process of single sided Nominations, as provided for in section 3.3.

*Active TSO* shall mean the TSO who receives the initial Nominations and Renominations in the process of single sided Nominations, as provided for in section 3.3.

*Applicable Interruption/Constraint Lead-Time* shall mean the minimum lead-time the TSO shall apply to inform Network Users/End Users of any interruption or constraint, at an Interconnection Point or End User Domestic Exit Point,

*Applicable Renomination Lead-Time* Renomination Lead-Time that shall be applicable at a specific Interconnection Point, End User Domestic Exit Point or for a ZTP Trading Service as provided for in section 3.2.4.

*Counterparty* shall mean a party to a ZTP Trading Service transaction, having also concluded an STA with the TSO and subscribed ZTP Trading Services.

*CRGU* Capacity Responsible Network User – Network User who is responsible for the Capacities subscribed on an End User Domestic Exit Point with the pooling of Capacity described in the Allocation Agreement.

*Delivery* shall mean the supply or purchase of Natural Gas by means of ZTP Trading Services.

*End Time* End Time – Last Gas Hour at which a constraint or interruption shall be applicable.

*GRF<sub>n,ARS</sub>* Provisional ARS Residu Factor – hourly value per Aggregated Receiving Station (ARS); factor that has to be applied to the result of multiplication the SLP Curve by the Yearly Standard Energy Offtake (as described in

section 6.1.3), in order to allocate fully the Exit Energy Metering  $XEM_{h,ARS}$ , as calculated for  $h+1$ .

$HPF_{h,ARS,g}$	Hourly Proportion Factor – shall mean the Hourly Proportion Factor ( <i>HPF</i> ) per Network User per ARS obtained by dividing the sum of the Yearly Standard Energy Offtake per Network User per ARS for all Profile End User Types and the sum of the Yearly Standard Energy Offtake for all Network Users per ARS and for all Profile End User Types.
$IDDEP_{h,z,g}$	Distribution Domestic Exit Points Imbalance – hourly – quantity per Zone per Network User; expressed in kWh; in accordance with section 6.1.3.3.
$IS_{m,z}$	Imbalance Smoothing Allocation -- monthly quantity per Zone, expressed in GWh, as referred to in section 6.1.3.3.
$ISF_{m,z}$	Imbalance Smoothing Allocation– daily quantity expressed in percentage, as referred to in section 6.1.3.3.

*Joint Declaration Notice*

Document sent by the Passive Network User to the Passive TSO, in which it indicates that it authorises a specific Network User (Active Network User) to send single sided nominations on its behalf to the Active Grid Operator

*Long Term Planned Works*

shall mean the maintenance, repair and replacement works to be carried out during the next calendar year.

*Match*

shall mean, in accordance with section 4.3, that there is a match in Nominations in terms of parties and quantities.

$MBP_{DDEP,DP,d,z}$

Distribution Domestic Exit Points Deep Point, value per Day  $d$ , per Zone  $z$ , expressed in kWh; as referred to in section 6.1.3.3.

*Mismatch*

shall mean, in accordance with section 4.3, that there is a mismatch in Nominations in terms of parties and/or quantities.

$MTSR_f, MTSR_b, MTSR_i$

As described in Attachment A.

*Net Confirmed Title Transfer*

shall mean the net quantity of Natural Gas transferred to or from the Network User Balancing Position via ZTP or ZTPL in order to have balanced ZTP Trading Services.

*OBA or Operational Balancing Agreement*

shall mean the agreement between the TSO and an Adjacent TSO for managing the operational differences between the Confirmed Quantities of Natural Gas and the Metered Quantities of Natural Gas.

*PAGU*

Priority Allocated Network User – Network User who is prioritized in the Allocation at an End User Domestic Exit Point with the pooling of Capacity described in the Allocation Agreement. *Pair of Network Users* shall mean the pair of Network Users who exchange gas by means of ZTP Trading Services or the pair of Network Users on either side of an Interconnection Point who transmit Natural Gas via said Interconnection Point.

<i>Passive Network User</i>	shall mean the Network User who authorises the Active Network User to nominate the capacity in the process of single sided Nominations, as provided for in section 3.3.
<i>Passive TSO</i>	shall mean the TSO who receives the initial Nominations and Renominations from the Active TSO in the process of single sided Nominations, as provided for in section 3.3.
<i>Priority Reduction List</i>	shall mean the list with which the Network User can indicate its priorities to the TSO in the event of a constraint (for Wheeling, Zee Platform, OCUC or Direct Line Services). The Network User can send this list to the TSO for each shipper code per Interconnection Point or End User Domestic Exit Point via its Nominations.
<i>Profil End User</i>	shall mean all end users on the DSO grid without telemetering of which 4 Profile End User Types are defined.
<i>PEUT</i>	Profile End User Types – Consisting of the following Customer Segments SMR3, RMV, EMV, and EAV as described in ACT, Attachment B.
$Q_{h,g,ARS,SLPi}$	Hourly Standard Energy Offtake – hourly value per Network User, per ARS and per SLP Type; expressed in kWh. This is the standard offtake of the SLP End Users, calculated in function of the Yearly Standard Energy Offtake and the SLP Curve (as set out in section 6.1.3).
$Q_{y,g,ARS,SLPi}$	Yearly Standard Energy Offtake – yearly value per Network User, per ARS and per SLP Type or Profile End User Type ( <i>PEUT</i> ); expressed in kWh; as received from the DSOs (Distribution System Operators). This is the total yearly offtake of the profiled End Users, in relation to a standard year as determined by the DSOs.
<i>Redelivery</i>	shall mean the offtake or sale of Natural Gas by means of ZTP Trading Services.
<i>Reduced Service Days</i>	shall mean the total number of Days in a year during which the MTSRf and/or MTSRb may be interrupted in whole or in part by the TSO for Long Term Planned Works and Short Term Planned Works.
<i>Relevant Network User</i>	The Network User who supplies Natural Gas to the supplier active on the DSO grid, who in turn supplies Natural Gas to the End User on the DSO grid.
<i>Renomination</i>	Nomination used either in case of changes to the initial Nomination, or if the initial Nomination was received after 14:00 on d-1.
$RLP0_{h,ARS}$	shall mean the sum of the hourly Profile End User Type offtake of all Relevant Network Users at each ARS [kWh].
<i>SDT</i>	Network User's Daily Transmission Notice - sent by the Network User to the TSO in accordance with section 3.2.2.

*Short Term Planned Works*

shall mean the maintenance, repair or replacement works which are required to be promptly performed in order to maintain the safety and integrity of the Transmission System.

*Start Time* Start Time - First Gas Hour at which a constraint or an interruption becomes applicable.

*TDT* TSO's Daily Confirmation Notice - sent by the TSO to the Network User in accordance with section 3.2.3.

*Trading Platform* shall mean a platform, provided by a company, for the anonymous trading of Natural Gas and which may be a Counterparty of the Network User.

*TSO Constraint Notice*  
Notice sent by the TSO to the Network User to inform the Network User of a constraint of the Confirmed Quantities in accordance with article 4.2.

*TSO Interruption Notice*  
Notice sent by the TSO to the Network User to inform the Network User of an interruption of the Subscribed Interruptible Capacity in accordance with article 6.

*TSO Physical Transaction*  
Gas sale or purchase transaction between the TSO and Network User in accordance with section 5.

$TStEM_h$  Provisional Telemetered Station Energy Metering – hourly value  $h$  per telemetered Final Consumer on the DSO grid; expressed in kWh; offtake per hour measured by a telemetered installation.

$TXEM_{h,ARS,g}$  Provisional Telemetered Exit Energy Metering – hourly value, per ARS and per Network User; expressed in kWh; offtake per hour measured by telemetered installations.

$XEA_{h,g,ARS}$  Provisional Exit Energy Allocation – hourly value per Network User and per ARS; expressed in kWh, as referred to in section 6.

$XEA'_{h,g,ARS}$  Final Exit Energy Allocation – hourly value per Network User and per ARS; expressed in kWh, as referred to in section 6.

$XEA_{h,IP\ of\ XP,g}$  Exit Energy Allocation – provisional – hourly quantity per Network User and per Interconnection Point or Domestic Exit Point, as referred to in section 6.1.3.

$XEA'_{h,IP\ of\ XP,g}$  Exit Energy Allocation – final – hourly quantity per Network User and per Interconnection Point or Domestic Exit Point, expressed in kWh, as referred to in section 6.

$XEAiS_{h,z,g}$  Imbalance Smoothing Allocation for Distribution Domestic Exit – provisional – hourly quantity per Network User per Zone, expressed in kWh, as referred to in section 6.

$XEAis'_{h,z,g}$	Imbalance Smoothing Allocation for Distribution Domestic Exit – final – hourly quantity per Network User per Zone, expressed in kWh, as referred to in section 6.1.3.
$XEM_{h,ARS}$	Provisional Exit Energy Metering – hourly value per Distribution Domestic Exit Point; expressed in kWh.
$XEM'_{h,ARS}$	Final Exit Energy Metering – hourly value per Distribution Domestic Exit Point; expressed in kWh.

## 2. General Provisions

### 2.1. Time references

Any reference to time shall be construed as whatever time shall be in force in Belgium.

### 2.2. Transmission protocol

The protocol, to be used by the Network User and TSO for exchanging Edig@s messages containing contractual data and dispatching information, shall be AS2 (Applicability Statement 2) or AS4.

For the avoidance of doubt, the specifications of all Edig@s notices which need to be exchanged between the TSO and Network Users can be retrieved sorted by versions on the Edig@s website (<http://www.edigas.org>), more particularly in the guidelines section.

### 2.3. Nominations and matching procedures

The procedures described in section 3 conform the EASEE-gas Common Business Practice 2014-001/01 "Harmonization of the Nomination and Matching Process for Double-Sided and Single-Sided Nomination".

### 2.4. Network User EDIG@S code

The Network User shall be provided with various Network User EDIG@S codes for nominations, matching and allocation purposes under the Operating Procedures:

- A code for the utilisation of subscribed capacity services for Entry Services and Exit Services.
- A code for the utilisation of subscribed OCUCs, Wheelings, Zee Platform Services and Direct Lines.
- A code for the utilisation of ZTP Trading Services, if the Network User has subscribed to ZTP Trading Services.

### 2.5. Company Network User code

The Network User shall use its Energy Identification Coding Scheme (EIC code) to set up the EDIG@S communication with the TSO.

The Network User shall use its Energy Identification Coding Scheme (EIC code delivered by either ENTSO-E or ENTSO-G) or its Company EDIG@S code (delivered by Fluxys Belgium) in the EDIG@S message.

### 3. Nominations and renominations

#### 3.1. Introduction

Notwithstanding the provision of section 2.2, if for whatsoever reason the TSO or the Network User is prevented from exchanging messages via Edig@s, communication by email shall be used as a temporary fall-back solution. The TSO shall make every effort to treat these email messages in the same way as if they were sent by Edig@s.

Nominations and Renominations should only be sent on Interconnection Points, End User Domestic Exit Points and for ZTP Trading Services. Network Users should not nominate the Distribution Domestic Exit Points.

#### 3.2. Process and messages

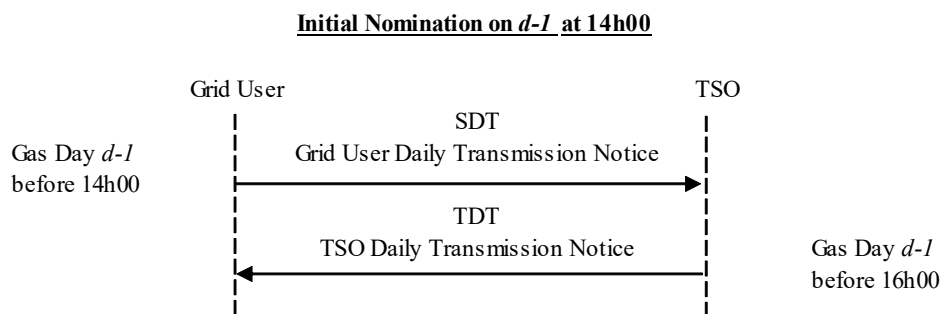
##### 3.2.1. Daily nomination procedures

In order to notify the TSO of the quantities of Natural Gas to be transmitted under the Standard Transmission Agreement, the Network User shall notify the TSO by sending Nominations and, if applicable, Renominations to the TSO, according to the following procedure.

The general Nomination or Renomination procedure consists of four steps:

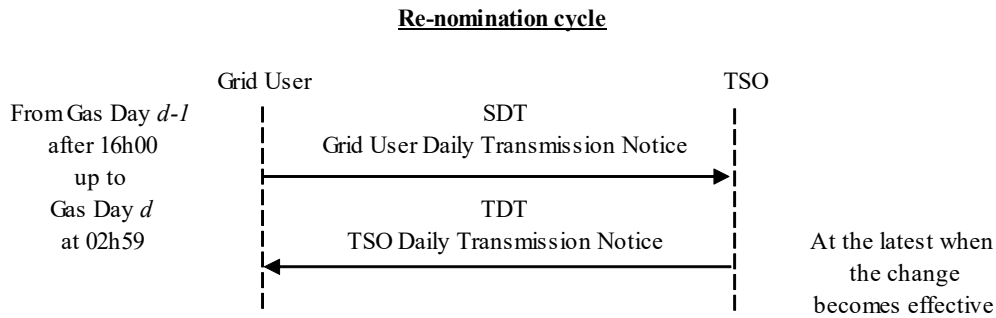
- The Network User sends an SDT to the TSO with the Nomination for an Interconnection Point, an End User Domestic Exit Point or a ZTP Trading Service in accordance with section 3.2.2.
- The TSO checks the validity of the message format.
- The TSO computes the Network User's hourly Confirmed Quantities of Natural Gas scheduled to be delivered or redelivered by the Network User at an Interconnection Point, at an End User Domestic Exit Point or via a ZTP Trading Service in accordance with section 4.
- The TSO sends a TDT to the Network User in accordance with section 3.2.3

The Network User shall communicate to the TSO the initial Nominations for each Interconnection Point, End User Domestic Exit Point or ZTP Trading Service. This initial Nomination shall be the last notice received by the TSO before 14:00 on Gas Day d-1 and accepted by the TSO. The TSO shall confirm this initial Nomination by 16:00. This initial Nomination cycle is illustrated below.





The Network User may submit a Nomination after 14:00 (this shall be considered a Renomination). Said Renomination may either be the first Nomination for the Interconnection Point, End User Domestic Exit Point or ZTP Trading Service in question or a revision of a previously submitted Nomination. The applicable Renomination shall be the last Renomination accepted by the TSO. If the TSO does not receive a valid Renomination, the last Nomination shall be deemed equal to the accepted quantity of the (initial) Nomination. The Renomination cycle is illustrated below.



The first Renomination cycle starts at 16:00. All Nominations received between 14:00 and 16:00 will be kept by the TSO until 16:00 but the Renomination used by the TSO is the last Nomination received by the TSO before 16:00 on Gas Day d-1 and accepted by the TSO.

In accordance with 3.2.4, Network Users may renominate

- until 02:59 at Interconnection Points and Domestic Exit Points, and
- until 04:29 for ZTP Trading Services.

### 3.2.2. Network User's Daily Transmission Notice (SDT<sup>1</sup>)

The Network User shall send this notice to the TSO to inform it about the quantities, expressed in kWh/h, to be delivered or redelivered at an Interconnection Point, an End User Domestic Exit Point or via a ZTP Trading Service for each hour of the Gas Day. At the same time, for Matching and Allocation purposes, the Network User shall indicate which (coded) upstream or downstream Network User(s) of Counterparty/Counterparties will make available or offtake Natural Gas at the Interconnection Point, the End User Domestic Exit Point or via a ZTP Trading Service.

At each Interconnection Point and End User Domestic Exit Point, a positive direction is conventionally defined as follows:

- the positive direction (positive quantity) is the entry direction;
- the negative direction (negative quantity) is the exit direction.

The convention for each ZTP Trading Service is that:

- a positive direction (positive quantity) is a Delivery;
- a negative direction (negative quantity) is a Redelivery.

<sup>1</sup> The Edig@s notice type of the SDT will be "NOMINT".

A Renomination shall at the earliest and within technical and operational limits become effective after the Network User has sent the revised SDT and after the Applicable Renomination Lead-Time. An SDT received after the Applicable Renomination Lead-Time change takes effect shall be considered as valid by the TSO. However, the TSO shall not take into account hourly quantities of the SDT that fall within the Applicable Renomination Lead-Time.

In the event that the Network User does not issue a valid SDT by Edig@s or by email, the Confirmed Quantities for the Interconnection Point or End User Domestic Exit Point concerned shall be zero (0) kWh/h.

### 3.2.3. TSO's Daily Confirmation Notice (TDT<sup>2</sup>)

This notice shall be used by the TSO to notify the Network User for each hour of the relevant Gas Day of:

- The hourly Confirmed Quantities of Natural Gas scheduled to be delivered or redelivered by the Network User at an Interconnection Point, an End User Domestic Exit Point or via a ZTP Trading Service, computed in accordance with section 4; and
- For the Interconnection Points, the Processed Quantities which the adjacent TSO is able to receive or deliver, based on the Nomination of the upstream or downstream Network User of the Pair of Network Users, and taking into account any constraints
- For the ZTP Trading Services, the following additional information
  - the quantities which the Counterparty is able to receive or deliver, based on the Counterparty's Nomination;
  - the quantities traded on the Trading Platform;
  - the Net Confirmed Title Transfer, i.e. on ZTP Trading Services (ZTP and ZTPL) the quantity of Natural Gas transferred to the Network User Balancing Position.

For the initial Nomination (received via an SDT before 14:00), the deadline for the TSO to send the TDT to the Network User shall be 16:00 CET on the Gas Day before the Gas Day on which the delivery or redelivery is to take place.

In the event that the Network User sends a Renomination, the TSO shall issue a revised TDT before the change becomes effective (in accordance with 3.2.4).

### 3.2.4. Applicable Renomination Lead-Time

The standard Applicable Renomination Lead-Time shall be the next full hour +2, except for Trading Services where the standard Applicable Renomination Lead-Time shall be at least 30 minutes before the hour in question.

The TSO may reduce this lead time for a specific Interconnection Point, an End User Domestic Exit Point or ZTP Trading Service after notifying the Network Users thereof by email. This notification shall specify the Interconnection Point, End User Domestic Exit Point or ZTP Trading Service, as well as the new Applicable Renomination Lead-Time and the time from which it applies. As from the specified time and until further notice, this new Applicable Renomination Lead-Time shall apply to the specified Interconnection Point, End User Domestic Exit Point or ZTP Trading Service.

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<sup>2</sup> The Edig@s notice type of the TDT will be "NOMRES".

### 3.2.5. Applicable Interruption/Constraint Lead-Time

The Applicable Interruption/Constraint Lead-Time is the minimum lead-time the TSO shall apply to inform Network Users/End Users of any interruption or constraint, at an Interconnection Point or End User Domestic Exit Point, or of a change to the effective values of the Market Threshold(s).

The standard Applicable Interruption/Constraint Lead-Time for a given Gas Hour shall be 45 minutes after the last possible Renomination for said Gas Hour<sup>3</sup>.

Nevertheless, in case of a change to the effective values of the Market Threshold(s), the TSO shall make every effort to inform the Network User about the new effective values of the Market Threshold(s) in a timely fashion - at least before the Applicable Interruption/Constraint Lead-Time. The effective values of the Market Threshold(s) shall be communicated through the Network User's Balancing Position form as described in section 6.2.2.3.

## 3.3. Single sided nomination and double sided nomination at Interconnection Points

Double sided nomination refers to the process whereby Network Users holding current contracts with the TSO and the Adjacent TSO on both sides of an Interconnection Point submit Nominations to each of those TSOs, in accordance with the processes described in this section. The Nominations on both sides of the Interconnection Point shall be matched according to the procedure described in section 4.3.1.

Single sided nomination refers to the process whereby only one of the Network Users (referred to as the Active Network User) submits a Nomination to only one of the respective TSOs (referred to as the Active TSO). Single sided nomination is an option offered by the TSO stemming from Article 19(7) of EU Regulation 984/2013, whereby TSOs shall establish a joint nomination procedure for bundled capacity, providing Network Users with the means to nominate the gas flows of their bundled capacity via a single Nomination.

Single sided nomination requires the roles of the respective Network Users and TSOs to be defined, as described in sections 3.3.1.1 and 3.3.1.2. The TSO shall publish on its website ([www.fluxys.com/belgium](http://www.fluxys.com/belgium)) a list of Interconnection Points with an indication of the role of the TSO at that Interconnection Point (Active TSO or Passive TSO). The Network User having the contractual relationship with the Active TSO shall be the Active Network User and vice versa.

For double sided Nominations, both Network Users shall apply the procedure as described in section 3.2.

### 3.3.1.1. Active Network User in single sided Nominations

The Active Network User has the task of communicating with the Active TSO for the daily nomination procedures (the Active Network User nominates on behalf of himself and on behalf of the Passive Network User).

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<sup>3</sup> For example: for a Nomination or a Renomination for a delivery or a redelivery of Natural Gas from 12:00 to 12:59, the last Renomination is at 10:00, as illustrated in section 3.2. In accordance with the standard Interruption/Constraint Lead-Time (45 minutes before the last Renomination), the TSO must inform the Network User of any interruption/constraint by no later than 10:45.

### 3.3.1.2. Passive Network User in single sided Nominations

The Passive Network User shall declare to the Passive TSO, via a *Joint Declaration Notice*, which Active Network User can nominate on the bundled capacities.

## 3.4. Single sided nominations on a Trading Platform for ZTP Trading Services

The Network User's net position on a Trading Platform for ZTP Trading Services shall be nominated by the Trading Platform Operator or its clearing service provider. For Delivery or Redelivery on a Trading Platform for ZTP Trading Services, no nomination is therefore required by the Network User.

## 4. Confirmations

The TSO shall maximise the total hourly Confirmed Quantities of all Network Users in the TDT.

For Interconnection Points and Domestic Exit Points, the Network Users' Nominated Quantities and the following rules shall be taken into account:

- Capacity rules in accordance with section 4.1
- Constraint management rules in accordance with section 4.24.2
- Matching rules in accordance with sections 4.3.1 and 4.3.2
- Balancing rules in accordance with section 4.4 and
- Reduction rules in accordance with section 4.5.

For ZTP Trading Services, the Network Users' Nominated Quantities and the following rules shall be taken into account:

- Matching rules in accordance with section 4.3.3

### 4.1. Capacity rules

#### 4.1.1. Capacity check

The TSO shall perform, for each Network User, without prejudice to Attachment A, for operational purposes, a first hourly capacity check, to ensure that the hourly Confirmed Quantities of the Network User in the TDT do not exceed the total  $MTSR_{h,IP,g}$  or the total  $MTSR_{h,XP,g}$  (minus the respective  $IMTSR_{h,IP,g}$  or  $IMTSR_{h,XP,g}$ ) to which the Network User is entitled.

Without prejudice to Attachment A, in the event that the Network User reaches the limit of its capacity rights at an Interconnection Point without prejudice to Zeebrugge or End User Domestic Exit Point, the TSO shall:

- make every effort to give timely notice to the Network User, by sending a notification by email stating the Interconnection Point or the End User Domestic Exit Point at which the Network User has reached the limit of its capacity rights, the Nominated Quantity and the capacity rights the Network User is entitled to;
- cap the Network User's hourly Confirmed Quantities in order not to exceed the capacity rights to which the Network User is entitled through the confirmation

process; and

- if necessary, send a new TDT to notify the Network Users of the revised hourly Confirmed Quantities at the Interconnection Point(s) in accordance with the confirmation process as described in this section 3.2.3.

Without prejudice to Attachment A, in the event that the Network User reaches for Zeebrugge its capacity rights at the Interconnection Point, capacity rights at Zeebrugge can be implicitly allocated to such Network User till the end of the same Gas Day as long as Firm Transmission Services are available at Zeebrugge, IZT, Zeebrugge LNG Terminal and ZPT in the same direction in accordance with section 3.8.1 - Attachment A.

#### 4.1.2. Interconnection Point interruption

The sequence of interruption of the Interruptible or Backhaul capacity shall be determined firstly by the contractual timestamp (the time of subscription) of the respective Interruptible or Backhaul Transmission Service. Interruptible or Backhaul Transmission Services which were contracted earlier shall be interrupted later. Interruptible or Backhaul capacity with the same contractual timestamp shall be interrupted pro rata.

In case of partial or total interruption of the Interruptible or Backhaul capacity, the TSO shall:

- make every effort to give timely notice – at least before the Applicable Interruption/Constraint Lead-Time – for each hour of the relevant Gas Day about the reduced availability of the interruptible or backhaul capacity rights at the Interconnection Point by sending a TSO Interruption Notice by Edig@s or email to the Network Users specifying the interruption Start Time, the interruption End Time, the Interconnection Point concerned, the cause(s) of the interruption, the direction and the remaining interruptible or backhaul capacity;
- apply an Interconnection Point interruption by reducing accordingly the Network Users' interruptible or backhaul capacity at the Interconnection Point concerned;
- if necessary, send a new TDT to notify the Network Users of the revised hourly Confirmed Quantities at the Interconnection Point(s) in accordance with the confirmation process as described in this section 3.2.3.

Before the interruption End Time, the TSO shall make every effort to issue a revised TSO Interruption Notice in order to amend the interruption End Time and/or the interrupted capacity.

Reasons for interruption may be, but are not limited to: issues related to gas quality, pressure, temperature, flow patterns, use of Firm Transmission Services, maintenance, upstream or downstream reductions, public service obligations and capacity management in connection with congestion management procedures (see Attachment E).

#### 4.1.3. End User Domestic Exit Point interruption

If the TSO expects that the availability of the interruptible capacity at an End User Domestic Exit Point will be reduced, the End User Domestic Exit Point interruption and constraint procedure in accordance with Attachment C.2 shall apply. This End User Domestic Exit Point interruption and constraint procedure shall be provided to the Network User and End User for each relevant End User Domestic Exit Point at which the Network User has subscribed capacity services to which this End User Domestic Exit Point interruption and constraint procedure is applicable.

## 4.2. Constraint Management Rules

Five different types of constraints can be defined:

- Interconnection Point constraint
- Cross Border Delivery Service constraint
- End User Domestic Exit Point constraint
- UK gas quality constraint, and
- Imbalance constraint on the market balancing position.

### 4.2.1. Interconnection Point constraint

An Interconnection Point constraint is a planned or unplanned event for a limited period during which some contractual obligations cannot be met, causing the available hourly capacity to be less than the sum of the Network Users' hourly Confirmed Quantities. This situation shall result in a revision of the hourly Confirmed Quantities at the Interconnection Point to which the constraint applies.

### 4.2.2. Cross Border Delivery Service constraint

A Cross Border Delivery Service constraint is a planned or unplanned event occurring on the transmission system where the Cross Border Capacity is located and during which some contractual obligations cannot be met for a given limited period, causing the available hourly Cross Border Delivery Service and its associated Entry, Exit and/or OCUC Services to be less than the sum of the Network Users' hourly Confirmed Quantities. This situation shall result in a revision of the hourly Confirmed Quantities at the Interconnection Point to which the Cross Border Delivery Service constraint applies.

### 4.2.3. End User Domestic Exit Point constraint

An End User Domestic Exit Point constraint is a planned or unplanned event for a limited period during which the TSO reduces the Network User's available hourly capacity to below the Network User's hourly Confirmed Quantities at the End User Domestic Exit Point (in which case the TSO shall also ask the End User concerned to reduce its offtake or its Injection). This situation shall result in a revision of the hourly Confirmed Quantities at the End User Domestic Exit Point to which the constraint is applied in accordance with Attachment C.2.

### 4.2.4. UK gas quality constraint

Exits towards IZT and Zeebrugge are subject to compliance with UK gas quality requirements, in particular the Wobbe-index. Fluxys Belgium will use its reasonable endeavours to bring gas exiting IZT and/or Zeebrugge within UK Wobbe specifications, including the possibility to blend nitrogen with the Natural Gas.

In case of Fluxys Belgium is not able to bring gas exiting IZT and/or Zeebrugge within UK Wobbe specifications, a UK gas quality constraint will be applied. In such case Fluxys Belgium constrains the Exit gas towards IZT and/or Zeebrugge of Network Users. This constraint will be proportional to the Natural Gas they injected within the Transmission Grid which was off-specification, with regards to UK Wobbe specifications. As a result the Network User's hourly Confirmed Quantities will be lower than the Network User's nominated quantity.

### 4.2.5. Imbalance constraint on the market balancing position

An imbalance constraint on the market balancing position is a planned or unplanned event for a given limited period during which the Market Balancing Position forecast is reduced to a specific level in order to safeguard the Integrity of the System in the event of a Natural Gas shortage (see Attachment F).

This imbalance constraint on the market balancing position for a given hour shall:

- be divided between the Network Users with a negative Forecasted Network User Balancing Position at the same hour in proportion to the hourly Confirmed Quantities at the Interconnection Points in the exit direction (negative Nominations), excluding the Installation Point Quality Conversion, and
- result in a revision of the hourly Confirmed Quantities at different Interconnection Points.

If these quantities do not cover the quantity to be reduced, the remaining part shall be distributed in proportion to the hourly Confirmed Quantities at the Interconnection Points in the outgoing direction of the Network Users with a positive (or neutral - equal to zero) Forecasted Network User Balancing Position for this hour.

#### 4.2.6. Constraint management

In the event of an Interconnection Point constraint, a Cross Border Delivery Service constraint, a UK gas quality constraint or an Imbalance constraint on the Market Balancing Position, the TSO shall:

- make every effort to give timely notice – at least before the Applicable Interruption/Constraint Lead-Time – to the Network Users, of the particular constraint by sending a TSO Constraint Notice in accordance with this section 4 by email to the Network Users specifying the constraint Start Time, the constraint End Time, the Interconnection Point concerned, the direction and the remaining capacity;
- apply a constraint to the Interconnection Point concerned or the Market Balancing Position which limits the total hourly Confirmed Quantities of the affected Network Users;
- if necessary, send a new TDT to notify the Network Users of the revised hourly Confirmed Quantities at the Interconnection Point(s) in accordance with the confirmation process as described in this section 4. Before the constraint End Time, the TSO may issue a revised TSO Constraint Notice in order to amend the constraint End Time and/or the remaining capacity.

#### 4.2.7. Allocation principle in case of a constraint

In the event of an Interconnection Point constraint, a Cross Border Delivery Service constraint, a UK gas quality constraint or an Imbalance constraint on the Market Balancing Position, the confirmation process described in this section shall maximise the total hourly Confirmed Quantities of all Network Users taking into account the applicable constraint(s) and shall distribute the available capacity between the Network Users in equivalent situation pro-rata to their respective subscribed Transmission Services of the point concerned and being in equivalent situation pro-rata their Balancing Position.

### 4.3. Matching rules

#### 4.3.1. Matching at an Interconnection Point

#### 4.3.1.1. **Matching at an Interconnection Point which is not the Installation Points Quality Conversion (“QC”) and “H<sub>2</sub>-IN”<sup>4</sup>**

Nominations at an Interconnection Point which is not a Installation Point “QC” or “H<sub>2</sub>-IN” shall be subject to a verification procedure. This verification procedure is performed to check whether:

- the internal and external EDIG@S coded Network Users contained in the notice emanating from the Adjacent TSO at the Interconnection Point and the internal and external EDIG@S coded Network Users resulting from the Network User’s Nomination at the Interconnection Point are the same, and
- for each Pair of Network Users the hourly quantities contained in the notice emanating from the Adjacent TSO and the quantities nominated by the Network User in the Transmission Grid for delivery to and/or for offtake from the Network User in the Transmission Grid of the Adjacent TSO at the Interconnection Point are equal.

If the same Pair of Network Users is notified and the quantities are equal, then there is a Match and the Confirmed Quantities shall be the nominated quantities.

If the Pair of Network Users is the same, but not the quantities, then there is a Mismatch and the Confirmed Quantities shall be the lesser of both nominated quantities.

If the Pair of Network Users is not the same, then there is a Mismatch. In this case, the Confirmed Quantities shall be zero.

#### 4.3.1.2. **Matching at the Installation Point Quality Conversion (“QC”) and “H<sub>2</sub>-IN”<sup>5</sup>**

The matching procedure in accordance with Attachment C.3 shall apply for the Intallation Points “QC” and H<sub>2</sub>-IN”.

#### 4.3.2. **Matching at an End User Domestic Exit Point**

The Confirmed Quantity shall be equal to the nominated quantity at the End User Domestic Exit point.

#### 4.3.3. **Matching for ZTP Trading Services**

Nominations for ZTP Trading Services shall be subject to a verification procedure. This verification procedure is performed to check whether:

- the Counterparties identified in the Network User’s SDT, to which the Network User delivers quantities of Natural Gas or from which the Network User receives Natural Gas, are the same as the Counterparties nominating said quantities of Natural Gas for receipt from or delivery to the Network User;
- the nominated hourly quantities of Natural Gas which the Network User is to receive or deliver are identical to the nominated hourly quantities of Natural Gas which the relevant Counterparty is to deliver or receive.

There is a Match if the above two conditions are fulfilled. In the event of a Match, the Confirmed Quantities shall be equal to the nominated quantities.

If there is a Mismatch based on the first condition above (i.e. the Pair of Network Users is not the same), then the Confirmed Quantities shall be zero.

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<sup>4</sup> as from 01/07/2023, subject to a pre notice of 4 weeks

<sup>5</sup> as from 01/07/2023, subject to a pre notice of 4 weeks



If there is a Mismatch based on the second condition above (i.e. the Pair of Network Users is the same but the quantities are not), then the Confirmed Quantities shall be the lesser of both nominated quantities.

#### **4.4. Balancing rule on specific services**

In case of Nominations on services of the type Wheeling, Zee Platform, OCUC or Direct Line Services, the confirmation process described in section 4 shall respect the balancing rule of combined use for each hour of a specific Entry Service on an Interconnection Point with a specific Exit Service on an Interconnection Point. In case there is no combined use of such specific services a reduction shall take place in accordance with section 4.5.

#### **4.5. Reduction rules at Interconnection Points or End User Domestic Exit Points**

The TSO shall apply the "lesser of" rule, which means that if the nominated quantity at an Interconnection Point or an End User Domestic Exit Point is higher than the available capacity restricted by any capacity rule, constraint management rule or matching rule, the Confirmed Quantity shall be the lesser of all quantities except for Zeebrugge for which due to the implicit allocation the Confirmed Quantity can be higher than the nominated quantity.

In order to respect the balancing principle applicable to Wheeling, Zee Platform, OCUC and Direct Line Services as described in section 4.4, and without prejudice to the capacity rule, constraint management rule or matching rule, the TSO shall apply the "lesser of" rule, which means that if the nominated quantity at an Interconnection Point or an End User Domestic Exit Point is higher than the available capacity restricted by any capacity rule, constraint management rule, matching rule or balancing rule, the Confirmed Quantity shall be the lesser of all quantities.

For Wheeling, Zee Platform, OCUC or Direct Line Services, each Network User can send the TSO its Priority Reduction List for each shipper code per Interconnection Point or End User Domestic Exit Point through its Nominations using Edig@s version 4 or higher.

For a Network User, insofar as there are several equivalent possible solutions complying with the capacity, constraint management and matching rules as described in this section 4 and which also respect the Balancing Rules, the TSO shall take the Priority Reduction List into account in order to determine which shipper code(s) or which Interconnection Point(s) or End User Domestic Exit Point(s) must be reduced first.

There are 20 priority levels available (from 1 to 20). The shipper code(s) with a lower priority level shall be reduced before the shipper codes(s) with a higher priority level in order to achieve a balanced position. If several shipper codes have the same priority level, even at different Interconnection Points or End User Domestic Exit Points, this shall result in a proportional reduction of these shipper codes at said Interconnection Point(s) or End User Domestic Exit Point(s). Zeebrugge shall always be the last Interconnection Point to be reduced. If no priority order is communicated on the last Nomination, the Nomination shall be treated by default as a Nomination with a priority level of ten (10).

It is not possible to communicate a priority reduction list by email or through Nominations sent with Edig@s version 1, 2 or 3. The shipper codes on these Nominations shall be treated by default as a Nomination with a priority level of ten (10).

## 5. Physical delivery/redelivery obligation relating to a physical transaction

When entering into a TSO Physical Transaction, the Network User shall make physical deliveries/redeliveries that are in compliance with the requirements hereunder.

For a sale of Network User to TSO, the Network User shall:

- simultaneously deliver the quantities of gas relating to said transaction at any Interconnection Point in the specific Zone by increasing accordingly its confirmed quantities for delivery in accordance with section 4 at said Interconnection Point, or
- simultaneously and for the quantities of gas relating to said transaction, decrease its confirmed quantities for offtake at any Interconnection Point or End User Domestic Exit Point in the specific Zone in accordance with section 4.

For a purchase of Network User to TSO, the Network User shall:

- simultaneously reduce the quantities of gas relating to said transaction at any Interconnection Point in the specific Zone by reducing accordingly its confirmed quantities for delivery in accordance with section 4 at said Interconnection Point, or
- simultaneously and for the quantities of gas relating to said transaction, increase its confirmed quantities for offtake at any Interconnection Point or End User Domestic Exit Point in the specific Zone in accordance with section 4.

If the Network User is expected to increase or decrease, as the case may be, its entry or exit Nominations, it shall cause its counterparty in the adjacent grid to do so as well in order to achieve the desired increase or decrease of the confirmed entry or exit Nominations.

Upon request by the TSO, the Network User shall communicate to the TSO, per transaction, the proof of its compliance with the above-mentioned physical delivery/redelivery obligation. The TSO shall have the right to verify whether the Network User actually meets its physical delivery/redelivery obligation. It is understood that the Network User does not meet its physical delivery/redelivery obligation if it delivers/redelivers at an Interconnection Point or End User Domestic Exit Point but deliberately offsets (totally or partially) said delivery/redelivery by modifying its delivery/redelivery at (an) other Interconnection Point(s) or End User Domestic Exit Point(s).

Should the Network User fail to meet its obligation, the TSO shall have the right to:

- charge the Network User, and the Network User shall have to pay, any balancing costs incurred by the TSO relating to the specific behaviour of this Network User,
- suspend the Network User's right to enter into a TSO Physical Transaction with immediate effect and until further notice.

## 6. Allocation Procedure

### 6.1. Gas allocation rules

#### 6.1.1. Allocation at Interconnection Points

The determination of the provisional quantities of Natural Gas delivered redelivered at the Interconnection Points shall be performed on an hourly basis using telemetered quantities.

The determination of the final quantities of Natural Gas delivered or redelivered at the Interconnection Points shall be performed on an hourly basis after the Month using Checked Metered Quantities.

The Checked Metered Quantities shall be determined according to the respective Interconnection Agreement or according to the Metering Procedures as described in Attachment D and applicable between the TSO and the respective Adjacent TSO.

Two different allocation regimes may apply: OBA and proportional.

#### **6.1.1.1. OBA or Operational Balancing Agreement allocation regime**

This allocation regime shall be preferred at all Interconnection Points.

The allocation of the hourly quantities of natural gas delivered or redelivered at the Interconnection Points shall be equal to the hourly Confirmed Quantities. The difference between the sum of the hourly Allocated Quantities and the Metered Quantities shall be allocated to a balancing account held between the TSO and its Adjacent TSO or any other party.

The TSO and the Adjacent TSO shall be responsible for the balancing of this account.

#### **6.1.1.2. Proportional allocation regime**

If at a given Interconnection Point the OBA limit agreed between the TSO and the respective Adjacent TSO is exceeded, the TSO may apply the proportional regime in accordance with Article 9(3) of European Commission Regulation (EU) 2015/703 of 30 April 2015 (establishing a network code on interoperability and data exchange rules).

Allocation of the hourly quantities of Natural Gas delivered or redelivered or deemed to be delivered or redelivered at the Interconnection Points shall be performed by the TSO, according to the following rules:

- For those hours so notified and for those quantities delivered or redelivered in the opposite direction to the intended physical flow, the allocation of the hourly quantities for the Network User shall be (deemed) equal to the hourly Confirmed Quantities.
- For those hours so notified and for those quantities delivered or redelivered in the same direction as the intended physical flow, the allocation of the hourly quantities for the Network User shall be equal to the hourly Metered Quantities plus the quantities delivered or offtaken in the opposite direction to the intended physical flow, multiplied by the ratio of the Network User's hourly Confirmed Quantities to the sum of the hourly Confirmed Quantity, for all Network Users, of gas flowing in the same direction as the intended physical flow.

### **6.1.2. Allocation at the End User Domestic Exit Point**

The determination of the provisional quantities of Natural Gas offtaken by the End User at the End User Domestic Exit Point shall be performed by the TSO on an hourly basis using telemetered quantities.

The determination of the final quantities of Natural Gas offtaken by the End User at the End User Domestic Exit Point shall be performed by the TSO on an hourly basis after the Month using Checked Metered Quantities determined according to the Connection Agreement

or according to the Metering Procedures as described in Attachment D, as the case may be.

The Domestic Energy Allocation  $XEA_h$  and  $XEA'_h$ , allocated to the Network User(s) at the End User Domestic Exit Point, shall be determined according to the Allocation Agreement of that End User Domestic Exit Point. The End User responsible for the concerned End User Domestic Exit Point shall inform the TSO of any modification of the existing Allocation Agreement for such End User Domestic Exit Point for the concerned Network User(s) as described in the Connection Agreement Article 3.2.3.

If no Allocation Agreement exists for the concerned End User Domestic Exit Point for the concerned Network User(s), the End User shall inform the TSO of the applicable allocation rule. In case the End User didn't inform the TSO of the applicable allocation rule, TSO shall apply a proportional allocation rule based on the subscribed capacity of the concerned Network User(s) for the concerned End User Domestic Exit Point.

In case a pooling of capacity is authorized by the Allocation Agreement, two roles can be identified: the Capacity Responsible Network User (CRGU) and the Priority Allocated Network User (PAGU), where the last role can have different Network Users with different ranking. Both CRGU and the PAGU(s) authorize each other to use all the Capacity subscribed on the relevant End User Domestic Exit Point(s). First the aggregated hourly offtakes at the End User Domestic Exit Point are allocated to the PAGU rank 1 with his Confirmed Nominated quantity<sup>6</sup> as a maximum. When the aggregated hourly offtakes at the End User Domestic Exit Point are higher than the sum of the confirmed nominated quantities of PAGU with rank 1...n-1 for the relevant hour, the remaining aggregated hourly offtakes are allocated to the PAGU with rank n, with again his Confirmed Nominated quantity as a maximum. Finally the aggregated hourly offtakes higher than the sum of the Confirmed Nominated quantity of the PAGU's (rank 1 ... n) for the relevant hour will be allocated to the CRGU. The minimum Allocation for both the CRGU as the PAGU(s) will be 0.

### 6.1.3. Allocation at the Distribution Domestic Exit Point

#### 6.1.3.1. Calculation of the (provisional) Exit Energy Allocation $XEA_h$

The hourly metered quantities of Natural Gas to each ARS (the Provisional Exit Energy Metering  $XEM_{h,ARS}$ ) offtaken at the Distribution Domestic Exit Point shall be allocated hourly by the TSO to the Relevant Network Users based on:

- the allocation of the hourly metered offtakes of telemetered Final Customers on the DSO grid directly to the Relevant Network Users ( $TXEM_{h,ARS,g}$ ) at each ARS;
- the sum of the hourly Profile End User Type offtakes of all Relevant Network Users at each ARS ( $RLPO_{h,ARS}$ ), multiplied by the Hourly Proportion Factor ( $HPF_{h,ARS,g}$ ) per Relevant Network User at each ARS.

#### a. Allocation of the hourly metered offtakes of telemetered Final Customer for each Network User at each ARS

<sup>6</sup> Both the PAGU(s) and the CRGU shall send Nominations in respect of a End User Domestic Exit Point and, if applicable, renominations to The TSO, according to the Operating Procedures of the ACT. It is not allowed that at a given hour the sum of the Confirmed Nominated Quantities at an End User Domestic Point exceeds the sum of the Available MTSR of both the CRGU and the PAGU(s) at this End User Domestic Exit Point. In case of such an exceeding the TSO shall have the right to first cap the last received Nomination of the CRGU and subsequently the last received Nomination of the PAGU(s) in decreasing rank order so that the sum of the Confirmed Nominated Quantities at an End User Domestic Point shall not exceed the sum of the available MTSR of both the CRGU and the PAGU(s) at this End User Domestic Exit Point.

At each ARS, the offtake of each telemetered Final Customer on the DSO grid shall be allocated to the Relevant Network User.

Fluxys Belgium shall receive the provisional hourly Telemetered Station Energy Metering  $TStEM_h$ , from the DSOs for each telemetered Final Customer on the DSO grid, as provided in the Standard Connection Agreement Fluxys Belgium/DSOs. Based on the unique relationship between the telemetered Final Customers on the DSO grid and the Relevant Network User as identified by the DSO, the provisional hourly Telemetered Exit Energy Metering  $TXEM_{h,ARS,g}$  shall be determined, i.e. the sum of  $TStEM_h$  of all telemetered Final Customers on the DSO grid of the relevant Network User at an ARS:

$$TXEM_{h,ARS,g} = \sum_{TSt \in Grid\ User} TStEM_h$$

If the  $TStEM_h$  is not available, Fluxys Belgium shall determine a replacement value using the average hourly value of the last 4 similar days.

**b. Calculation of the Hourly Profile End User Energy Offtakes for each Network User at each ARS**

The  $(RLPO_{h,ARS})$  at each ARS is calculated as the difference between the Hourly Provisional Exit Energy Metering ( $XEM_{h,ARS}$ ) and the sum of all Telemetered Exit Energy Metering ( $TXEM_{h,ARS,g}$ ) of all Network Users:

$$RLPO_{h,ARS} = \left( XEM_{h,ARS} - \sum_{gi} TXEM_{h,ARS,gi} \right)$$

The hourly **Profile End User Energy Offtake** for each Network User at each ARS for all Profile End User Types ( $PEUT = SMR3, RMV, EMV, EAV$ ) is calculated as the  $RLPO_{h,ARS}$  multiplied with the hourly Proportion Factor HPF ( $HPF_{h,ARS,g}$ ) taking into account the portfolio of the Network User.

The **Hourly Proportion Factor HPF** ( $HPF_{h,ARS,g}$ ) for each Network User at each ARS is obtained by dividing the Yearly Standard Energy Offtake per Network User per ARS for all Profiled End User Type ( $PEUT$ ) and the sum of all Yearly Standard Energy Offtake for all Network Users and for all Profiled End User Types ( $PEUT$ ):

$$HPF_{h,g,ARS} = \frac{\sum_{(PEUT)} Q_{y,g,ARS,i}}{\sum_{Grid\ Users} \sum_{(PEUT)} Q_{y,g,ARS,i}}$$

If the Yearly Standard Energy Offtake ( $Q_{y,g,ARS,(PEUT\ ij)}$ ) is not available, Fluxys Belgium shall determine a replacement value using the latest available Yearly Standard Energy Offtake.

**c. Exit Energy Allocation**

The Provisional Exit Energy Allocation  $XEA_{h,g,ARS}$  at hour  $h$  per Network User at an ARS is the sum of the hourly allocation of all relevant telemetered Final Customers on the concerned ARS ( $TXEM_{h,ARS,g}$ ) for such Network User and the multiplication of the sum of the hourly Profile End User Type ( $PEUT$ ) offtake of all Relevant Network Users at each ARS ( $RLPO_{h,ARS}$ ) by the Hourly Proportion Factor for such Network User at concerned ARS ( $HPF_{h,ARS,g}$ ):

$$XEA_{h,g,ARS} = TXEM_{h,ARS,g} + (RLP0_{h,ARS}) \times HPF_{h,ARS,g}$$

### 6.1.3.2. Calculation of the Final Exit Energy Allocation XEA<sub>h</sub>'

The Final Exit Energy Allocation  $XEA'_{h,g,ARS}$  at an ARS shall be determined by the DSO as defined in the relevant regional legislations and passed on to Fluxys Belgium.

If the Final Exit Energy Allocation  $XEA'_{h,g,ARS}$  calculated by the DSO is not available by M + 30 Business Days, Fluxys Belgium shall calculate the Final Exit Energy Allocation using the same calculation method used for the Provisional Exit Energy Allocation  $XEA_{h,g,ARS}$  based on the best available data at that time.

If, for an hour  $h$  and for an ARS, the sum of the Final Exit Energy Allocation  $XEA'_{h,g,ARS}$  of the active Network Users calculated by the DSOs is not equal to the Final Exit Energy Metering  $XEM'_{h,ARS}$ , Fluxys Belgium shall calculate said Final Exit Energy Allocation  $XEA'_{h,g,ARS}$  using the same calculation method as for the Provisional Exit Energy Allocation  $XEA_{h,g,ARS}$  so that the sum of the Final Exit Energy Allocation  $XEA'_{h,g,ARS}$  is equal to the Final Exit Energy Metering  $XEM'_{h,ARS}$ .

### 6.1.3.3. Smoothing allocation process

The TSO shall also send Imbalance Smoothing Allocations ( $XEAis_{h,z,g}$ ) to Network Users supplying the Distribution Domestic Exit Points. Said Imbalance Smoothing Allocations are intended to limit the effect of the (predictable) Distribution Domestic Exit Points offtake profile on the Network User Balancing Position.

The Imbalance Smoothing Allocation has an opposite hourly profile to the forecasted hourly offtake profile of the Distribution Domestic Exit Points and is volume neutral on a daily basis, so the sum of all hourly Imbalance Smoothing Allocations ( $XEAis_{h,z,g}$ ) for Network User  $g$ , for Zone  $z$  and for the Day in question is equal to zero.

$$\sum_{\text{all hours of day } d} XEAis_{h,z,g} = 0$$

The Imbalance Smoothing Allocations ( $XEAis_{h,z,g}$ ) for the next Gas Day (23, 24 or 25 quantities) shall be determined by the TSO based on the following steps:

- Determine the Distribution Domestic Exit Points Deep Point ( $MBP_{DDEP,DP,d,z}$ ) for a given gas Day  $d$ , for a given Zone  $z$  by calculating the largest value for the day of the cumulated hourly difference between "offtaken quantities" and "entry", where
  - "offtaken quantities" are hourly forecasts (based on historical data, similar days and temperature forecasts) of offtake from the Distribution Domestic Exit Points for SLP (MIG4) or PEUT (MIG6) End Users;
  - "entry" consists of hourly values with a flat profile;
  - the sum of the hourly "entry" values and the sum of the hourly values of "offtaken quantities" are equal.
- Determine the Imbalance Smoothing Allocation Factor ( $ISF_{m,z}$ ) using the ratio between the Distribution Domestic Exit Points Deep Point ( $MBP_{DDEP,DP,d,z}$ ) and the monthly Imbalance Smoothing Allocation ( $IS_{m,z}$ ).

$$ISF_{m,z} = \frac{IS_{m,z}}{MBP_{DDEP,DP,d,z}}$$

The monthly Imbalance Smoothing Allocations ( $IS_{m,z}$ ) are published on the Fluxys Belgium website. Any revision of these monthly Imbalance Smoothing Allocations shall be evaluated together with CREG and announced in due time on the website and on the Electronic Data Platform of Fluxys Belgium.

- Determine the hourly Distribution Domestic Exit Points Imbalance of each Network User ( $I_{DDEP,h,z,g}$ ) by calculating the sum of the forecasted hourly offtake from the Distribution Domestic Exit Points of SLP (MIG4) or PEUT (MIG6) End Users per Zone  $z$  per Network User  $g$  with a flat day-neutral entry profile.
- The hourly Imbalance Smoothing Allocation ( $XEA_{i,h,z,g}$ ) is then calculated by multiplying the Imbalance Smoothing Allocation Factor ( $ISF_{m,z}$ ) and the hourly Distribution Domestic Exit Points Imbalance of each Network User ( $I_{DDEP,h,z,g}$ ).

$$XEA_{i,h,z,g} = ISF_{m,z} \times I_{DDEP,h,z,g}$$

For the sake of clarity, the provisional total Exit Energy Allocation for hour  $h$  for Zone  $z$  and for Network User  $g$  is equal to the sum of all provisional Exit Energy Allocations ( $XEA_{h,z,g}$ ) of Network User  $g$  for Zone  $z$ , plus the Imbalance Smoothing Allocation ( $XEA_{i,h,z,g}$ ) of Network User  $g$  for hour  $h$  for Zone  $z$ . So that, for Network Users supplying to Distribution Domestic Exit Points, the formula for calculating the Network User Balancing Position ( $GBP^*_{h,z,g}$ ), as provided for in Attachment A, shall be interpreted as including the Imbalance Smoothing Allocations of the Network User ( $XEA_{i,h,z,g}$ ).

If the Distribution Domestic Exit Points Deep Point ( $MBP_{DDEP,DP,d,z}$ ) exceeds the monthly maximum Imbalance Smoothing parameter ( $IS_{m,z}$ ), the forecasted Distribution Domestic Exit Points offtake profile will not be fully smoothed by the Imbalance Smoothing Allocations ( $XEA_{i,h,z,g}$ ). The remaining imbalance will be visible in the Network User Balancing Position ( $GBP^*_{h,z,g}$ ), and the Network User shall be responsible for the correct balancing of its portfolio.

The Imbalance Smoothing Allocations shall be communicated to the Network Users concerned as set out in 6.2.

The final Imbalance Smoothing Allocations ( $XEA'_{i,h,z,g}$ ) are equal to the provisional Imbalance Smoothing Allocations ( $XEA_{i,h,z,g}$ ).

#### 6.1.4. Allocation for ZTP Trading Services

For ZTP Trading Services, the final Allocation shall take place every hour, using Confirmed Quantities as indicated in the TDT (in accordance with section 4.4.5), with the Allocated Quantities being equal to the Confirmed Quantities.

## 6.2. Reporting

### 6.2.1. Process

The allocation shall be performed on an hourly basis. The daily quantities shall be obtained by adding up the hourly quantities of all individual hours for that particular Day. The monthly quantities shall be obtained by adding up the daily quantities of all the individual Days for that particular Month.

## 6.2.2. Hourly reporting<sup>7</sup>

### 6.2.2.1. Network User's provisional Hourly Allocation Form

This form gives, for hour *h*, the provisional hourly allocations for Interconnection Points, End User Domestic Exit Points, Distribution Domestic Exit Points (allocated to the Network User) and for ZTP Trading Services.

In normal circumstances the TSO shall send the messages<sup>8</sup> within the first half hour following the allocated hour.

### 6.2.2.2. Network User's Imbalance Smoothing Allocation Form

This form gives, for each hour of the Gas Day, the hourly allocated quantities as Imbalance Smoothing Allocation for the Network User.

In normal circumstances the TSO shall send the message<sup>9</sup> on Gas Day *d-1* for Gas Day *d* within the first half hour after 11:00.

### 6.2.2.3. Network User' Balancing Position Form

This form gives per Zone, for each hour of the Gas Day, the provisional (for the hour(s) in the past) and the forecasted (for the hour(s) in the future) values.

- Network User's Balancing Position before settlement
- Online within-day Network User Excess or Shortfall Settlement
- Online end of day Network User Excess or Shortfall Settlement
- Market Balancing Position before settlement
- Online within-day Market Excess or Shortfall Settlement
- Online end of day Market Excess or Shortfall Settlement
- Upper and lower Market Zone limits.

This forecasted information is based among other on the status at one moment in time of the Nominations sent by the Network Users to the TSO and is updated at least on an hourly basis. However, the forecasted information is for information purposes only and the TSO offers no guarantee that said information is complete, accurate, reliable or up-to-date.

In normal circumstances the TSO shall communicate to each Network User its Network User's Balancing Position Form on Gas Day *d-1* for Gas Day *d* within the first half hour after 15:00. Every hour after 15:30 the TSO shall send an updated version of this Network User's Balancing Position Form on Gas Day *d-1* for Gas Day *d*. Within the same Gas Day *d*, the TSO shall in normal circumstances send the messages<sup>10</sup> within the first half hour following the allocated hour.

## 6.2.3. Monthly Final Allocations

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<sup>7</sup> In the event that miscalculations are discovered in the hourly reporting, the TSO may decide to revise the message containing the reporting. Each Network User will then receive a revised message. The corrected data will also be available on the Electronic Data Platform.

<sup>8</sup> The Edig@s notice type of the BALL will be "ALOCAT".

<sup>9</sup> The Edig@s notice type of the BALL will be "ALOCAT".

<sup>10</sup> The Edig@s notice type of the IMB will be "IMBNOT".



The monthly figures shall be obtained by adding up all of the individual final hourly Allocated Quantities of all of the individual Gas Days for that particular Month.

#### **6.2.3.1. Monthly allocation overview for Interconnection Points (MIPA<sup>11</sup> report)**

Two monthly Allocation overviews shall be made available to Network Users not later than the tenth (10th) Business Days of the following month. Both contain daily information for the Interconnection Points on which the Network User is active.

The one overview provides aggregated data from all Network Users combined and contains the following information for each Interconnection Point:

- The aggregated data of the Daily Confirmed Quantities of all Network Users combined
- The aggregated data of the Final daily Allocated Quantities of all Network Users combined
- Daily Checked Metered Quantities with the daily average metered GCV.

The other overview provides individual data for the Network User concerns and contains the following information for each Pair of Network Users:

- The individual data of the Daily Confirmed Quantities of the concerned Network User
- The individual data of the Daily final Allocated Quantities of the concerned Network User

Exceptionally and at the Network User's request, the TSO may also supply these two overviews on an hourly basis.

#### **6.2.3.2. Monthly allocation overview for Domestic Exit Points**

Monthly Provisional Allocations for one or more Domestic Exit Points shall be available by the twentieth (20th) Business Days of the following month.

Monthly Final Allocations for one or more Domestic Exit Points shall be made available later on the Electronic Data Platform<sup>12</sup>, following completion of the metering validation process and in conjunction with the invoicing process.

#### **6.2.3.3. Monthly allocation overview for ZTP Trading Services**

An overview of the Allocated Quantities per day for ZTP Trading Services shall be made available to the Network User not later than the tenth (10th) Business Days of the following month. This overview includes a number of tables containing the following information:

- Network User identity
- Gas Day
- Counterparty
- Specific ZTP Trading Service
- Confirmed Quantities of Deliveries or Redeliveries

Exceptionally and at the Network User's request, the TSO may also supply this overview on an hourly basis.

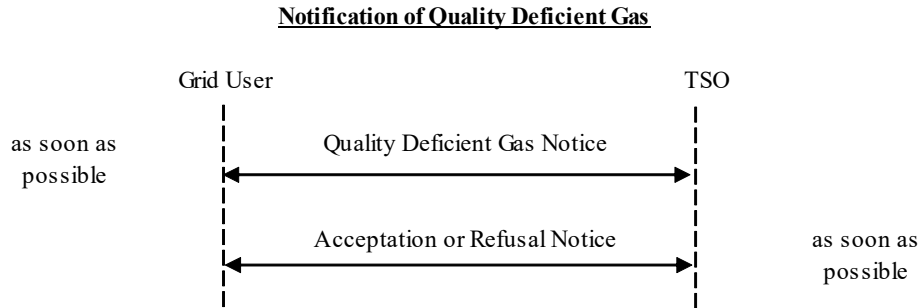
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<sup>11</sup> MIPA = Monthly IP Account Statement Report

<sup>12</sup> In the "Allocation Details" section of the Electronic Data Platform.

## 7. Gas quality

When the Network User or the TSO is informed that quality deficient gas is being or is going to be made available on a given Gas Day at any Interconnection Point or Domestic Exit Point, it must inform the other party, and the End User in the case of a Domestic Exit Point, of this information.



The Network User or the TSO shall as soon as possible notify the other party, as well as the End User in the case of a Domestic Exit Point, by sending a Quality Deficient Gas Notice by email using the appropriate Form as published on the Fluxys Belgium website. This document shall contain the following information:

- Network User and TSO Name
- Interconnection Point or Domestic Exit Point
- Estimated Start Time of the (re)delivery of the quality deficient gas at the Interconnection Point or the Domestic Exit Point
- Estimated End Time of the (re)delivery of the quality deficient gas at the Interconnection Point or the Domestic Exit Point
- Estimated quantity of quality deficient gas (in kWh), and
- Expected gas composition.

All relevant additional information regarding the (re)delivery period or the gas composition shall be added on the document.

The notice shall be revised at any time prior to or during the Gas Day to which it applies, if the characteristics of the quality deficient gas and/or the duration are expected to change from the previous notice.

The Network User or the TSO who receives a Quality Deficient Gas Notice shall inform the other party by email whether or not it accepts the delivery of quality deficient gas as mentioned in the notice. It should also mention the accepted quantity of gas (kWh). If it refuses the (re)delivery of any Natural Gas at all then the accepted quantity should state zero (0). If the TSO does not accept the entire quantity for delivery of quality deficient gas as mentioned in the notice, the TSO shall apply the relevant constraint management rules in accordance with section If no acceptance/refusal message is received between the sending of a Quality Deficient Gas Notice and the start of the (re)delivery of this quality deficient gas at the relevant Interconnection Point or Domestic Exit Point, the (re)delivery shall be considered as accepted by all parties.

If quality deficient gas is delivered at any Interconnection Point or Domestic Exit Point without prior notice of this event the Network User and TSO shall contact each other by telephone followed immediately after by a Quality Deficient Gas Notice (as described above).

## 8. Maintenance procedures

### 8.1. Long Term Planned Works

In September of each year, the TSO shall inform Network Users that have subscribed Services for the following calendar year concerning:

- the Long Term Planned Works and associated constraints during said works, and
- the timing and duration of said Long Term Planned Works.

At the Network User's request, a discussion may be held with the TSO. Following such discussions, the TSO shall decide on the period and duration of the Long Term Planned Works and shall make every effort to provide the Network User, no later than 15 December of the calendar year preceding the Long Term Planned Works, with the programme of aforementioned works to be carried out on the Transmission System during the next calendar year.

Said programme shall be established to coordinate and synchronise the anticipated maintenance, repair and replacement works to be performed on the Transmission System so as to minimise any disruptions in the ability of the Network Users to use their subscribed Services.

Any interruption in the subscribed Transmission Services for maintenance, repair or replacement works shall be allocated between the Network Users on a fair and equitable basis, and to the extent possible pro rata their respective subscribed Transmission Services, in accordance with this Attachment C1 of the Access Code for Transmission. The TSO shall make every effort to respect the Network Users' subscribed Transmission Services during such maintenance, repair and replacement works insofar as possible from an operational and technical point of view. The TSO shall inform the Network Users as soon as possible about the resumption of the subscribed Transmission Services.

### 8.2. Short Term Planned Works

Without prejudice to section 8.1, the TSO may perform maintenance, repair or replacement works which are required to be promptly performed in order to maintain the safety and integrity of the Transmission System ("Short Term Planned Works"). The TSO shall notify the schedule and the estimated duration of such Short Term Planned Works and the extent of the interruption of the  $MTSR_f$  and/or  $MTSR_b$  as soon as possible to Network Users having  $MTSR_f$  and/or  $MTSR_b$ , but not later than ten (10) Business Days before such Short Term Planned Works are due to be carried out.

The date(s) of such Short Term Planned Works shall be binding upon the TSO once confirmed after the above notification. Any interruption in the subscribed Transmission Services shall be fairly and equitably allocated to the Network Users and to the extent possible pro rata their respective subscribed Transmission Services, in accordance with this Attachment C. The TSO acting as a Reasonable and Prudent Operator shall use all reasonable efforts to limit the interruption of the  $MTSR_f$  and/or  $MTSR_b$  for Short Term Planned Works to the extent which is necessary in order to have the cause thereof remedied. The TSO shall inform the Network Users as soon as possible about the resumption of the subscribed Transmission Services.

### 8.3. Emergency

In accordance with Attachment F, in case of Emergency the TSO shall have the right at any time and without prejudice to sections 8.1 and 8.2 of this Attachment, to interrupt all or part of the  $MTSR_f$  and/or  $MTSR_b$  immediately in order to safeguard the safety and integrity of the Transmission System and to perform the necessary repairs and/or replacement works.

### 8.4. Reduced Service Days

The Reduced Service Days shall not, in aggregate, be more than fourteen (14) Days per year.

In the event that a Contract Period is less than a year, the number of Reduced Service Days for the Contract Period in question shall not, in aggregate, be more than fourteen (14) Days pro rata the number of Days in the Contract Period in relation to the number of Days in the Year.

The number of Reduced Service Days shall be calculated on a full Day equivalent basis meaning, by way of example, that:

- (i) if the  $MTSR_f$  and/or  $MTSR_b$  are completely interrupted for six (6) hours, it shall be accounted for as 0.25 of a Day, and
- (ii) if fifty (50) % of the  $MTSR_f$  and/or  $MTSR_b$  is interrupted for four (4) complete Days, it shall be accounted for as two (2) Days.

### 8.5. Adjustment of the Monthly Capacity Fee

During any Long Term or Short Term Planned Works, the Monthly Capacity Fee for the  $MTSR_f$  and/or  $MTSR_b$ , as described in Attachment A, shall remain due provided the number of Days during which the  $MTSR_f$  and/or  $MTSR_b$  are interrupted does not exceed the maximum number of Reduced Service Days, as described in 8.4.

In the event that the TSO exceeds the maximum number of Reduced Service Days, the Monthly Capacity Fee for the  $MTSR_f$  and/or  $MTSR_b$  shall be reduced pro rata the interrupted  $MTSR_f$  and/or  $MTSR_b$  for the portion that exceeds the number of Reduced Service Days.

The above sections 8.1 to 8.5 are not applicable to interruptible capacity ( $MTSR_i$ ) which, without prejudice to section 4.1 of this attachment, the TSO may interrupt in whole or in part at any time, unconditionally and without any obligation to justify and/or to account for said interruption.

For the sake of clarity, sections 8.4 and 8.5 are not applicable to any  $MTSR_{f,zpf}$  and/or  $MTSR_{b,zpf}$ .

### 8.6. Maintenance on Cross Border Capacity

Without prejudice to sections 8.1 to 8.3 above, the Adjacent TSO which operates the Cross Border Capacity shall have the right to perform maintenance, repair or replacement works which are required to be performed in order to maintain the safety and integrity of its transmission system. In the event such maintenance impacts the Cross Border Capacity, the TSO may interrupt the  $MTSR_{f,cbds}$ . For the sake of clarity, sections 8.4 and 8.5 are not applicable to any  $MTSR_{f,cbds}$ .

It is understood that the TSO and the Adjacent TSO which operates the Cross Border Capacity shall make reasonable efforts to coordinate their maintenance planning in order to limit the impact on the MTSRf,cbs.

## 9. Exchanged data

Metering data shall be made available on a reasonable endeavour basis at both Interconnection Points and Domestic Exit Points through the Electronic Data Platform.

## 10. Contact details

Both parties (the Network User and TSO) shall use the contact details sheet as appended in Attachment 1 of the Standard Transmission Agreement in order to inform each other of their contact details.



TSO's Constraints Notice

To		Copy to	Fluxys commercial
Fax	All Grid Users	Fax	0032 (0)2 282 02 50
From	Fluxys Belgium		
Tel	0032 (0)2 282 7007	N° of pages	1
Fax	0032 (0)2 282 7006	Date / time	11/09/2017
Subject	TSO's Constraints Notice		

Dear Madam,

Dear Sir,



Fluxys requests to reduce capacity as follows :

Start execution : (CET)

End execution (hour included): (CET)

Affected point : :

Direction :

An updated TSO's Daily Confirmation Notice (TDT - NOMRES message) will be sent by [edig@fluxys.be](mailto:edig@fluxys.be) if the hourly confirmed quantities have changed.

Fluxys will issue a revised TSO's Constraints Notice if the expected duration or quantity is expected to change.

Remarks:

Dispatching

Gas Flow Operations

□



# ACCESS CODE FOR TRANSMISSION



Attachment C.2: Operating rules for  
interruption and constraint of End User  
Domestic Exit Points

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## 1. Interruption procedure

An Interruption on an End User Domestic Exit Point is an (un)planned event for a certain limited period during which the TSO shall interrupt the interruptible capacity on the End User Domestic Exit Point and that causes the Grid User's available hourly interruptible capacity on the End User Domestic Exit Point to be less than the subscribed interruptible capacity on the End User Domestic Exit Point and can result in a revision of the hourly Confirmed Quantities.

In case of an End User Domestic Exit Point Interruption, the TSO shall:

- Use its reasonable endeavours to give timely notice of the End User Domestic Exit Point Interruption - at least before the Applicable Interruption/Constraint Leadtime - by sending a "TSO's Interruption Notice" via Edig@s to the Grid User(s) and the End User specifying the Interruption Start Period, the Interruption End Period, the concerned End User Domestic Exit Point, the direction and the remaining interruptible capacity,
- Apply an interruption on the related End User Domestic Exit Point that limits the total hourly interruptible capacity of the affected Grid Users,

Send a new TDT to notify the Grid Users of the revised hourly Confirmed Quantities at the End User Domestic Exit in accordance with the confirmation process as described in article 4 of Attachment C.1, if necessary.

Before the Interruption End Time, the TSO may issue a revised "TSO's Interruption Notice" in order to modify the Interruption End Time and/or the remaining interruptible capacity.

## 2. Constraint procedure

For the following procedure the information exchange between the TSO, the Grid User and the End User occurs by email. In order to facilitate the communication process, the telephone may also be used between the concerned parties, but an email will always be sent for confirmation.

A Constraint on an End User Domestic Exit Point is an (un)planned event for a certain limited period during which the TSO requests - for instance in case of Maintenance or Emergency - the End User to reduce its offtake or its Injection and that causes a reduction of the Grid User's available hourly capacity on the End User Domestic Exit Point and can result in a revision of the hourly Confirmed Quantities.

In case of an End User Domestic Exit Point Constraint, the TSO shall:

- Use its reasonable endeavours to give timely notice of the End User Domestic Exit Point Constraint - at least before the Applicable Interruption/Constraint Leadtime - by sending a "TSO's Constraint Notice" by email to the Grid User(s) and End User using the appropriate Form as published on the Fluxys Belgium website specifying the Constraint Start Period, the Constraint End Period, the concerned End User Domestic Exit Point, the direction and the remaining capacity,
- Will apply a constraint on the related End User Domestic Exit Point that limits the total hourly capacity of the affected Grid Users,

- Send a new TDT to notify the Grid Users of the revised hourly Confirmed Quantities at the End User Domestic Exit in accordance with the confirmation process as described in this article 4 of Attachment C.1, if necessary.
- Before the Constraint End Time, the TSO may issue a revised "TSO's Constraint Notice" in order to modify the Constraint End Time and/or the remaining capacity.

### **3. Failure of Interruption or Constraint Procedure**

The TSO verifies whether the End User has reduced its offtake or Injection as requested by the:

- "TSO's Interruption Notice", or
- "TSO's Constraint Notice"

In case the End User didn't reduce its offtake or Injection as requested, the TSO shall have the right to request the End User to immediately reduce its off take or Injection, as described in the Connection Agreement, pursuing the priority defined by the Competent Authority (or its enactment into Belgian law, as the case may be). The End User shall use its best efforts to respond to this request.

In the event that the End User does not respond to such request of the TSO to immediately reduce the required quantity of off take or Injection, the TSO has the right to physically reduce he required amount necessary under the emergency conditions.

### **4. Testing of interruption and/or constraint capability**

The TSO, the Grid User and the End User may test the interruption procedure and the constraint procedure however without proceeding to the effective gas interruption. In case the test shows that one of the parties is not capable of applying the procedure of Article 1 or 2, either of the parties can request more frequent tests, up to five (5) per year. In case of failure after such a test, a process of evaluation and negotiation will be set up.

In case of testing of interruption and/or constraint capability, the same procedure shall be applied as described in Article 1 and 2, but the documents exchanged will state explicitly that the interruption or constraint is requested for testing.



# **ACCESS CODE FOR TRANSMISSION**



Attachment C.3:

Operating Procedures for Quality  
Conversion Services

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## 1. Definitions

Unless the context requires otherwise, the definitions set out in the Attachment 3 of the STA apply to this Attachment C.3. Capitalized words and expressions used in this Attachment C.3 which are not defined in the Attachment 3 of the STA shall have the following meaning:

*Day-Ahead* Before 17:00h on Gas Day *d-1*, as described in section 5.1.2.

## 2. Subject

The Operating Procedures for Quality Conversion Services describe the operational rules and procedures which are required for the proper utilisation of the Quality Conversion Services. The Quality Conversion to H Service is a separate Transmission Service that can be subscribed as described in Attachment B of the Access Code for Transmission (Subscription and Allocation of Transmission Services). The Operating Procedures for Quality Conversion Services describe the exchange of operational information between TSO and the Network Users, which is required in order to have quantities of Natural Gas (re)-delivered by the Network Users at the Installation Point "QC" and at the Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks).

## 3. General provisions

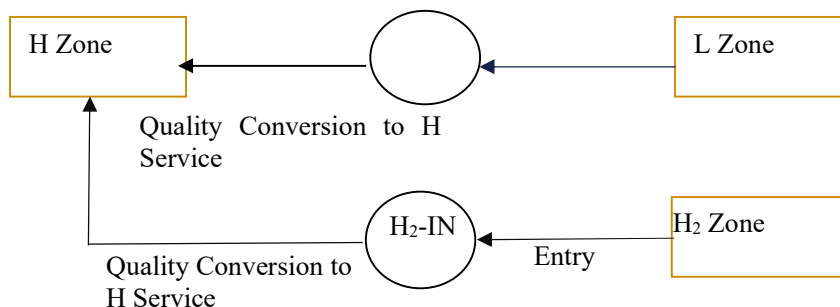
### 3.1. General

The general provisions as described in section 3 of Attachment C.1 shall also be applicable for the Operating Procedures for Quality Conversion Services.

### 3.2. Topology and Quality Conversion Services

The operational model that is used for managing the Quality Conversion Services consists of the following elements (see figure below):

- the L Zone of the Transmission Grid,
- the H Zone of the Transmission Grid,
- the Installation Point "QC" which is the conceptual name aggregating all the technical facilities where TSO operates the quality conversion between L-gas and H-gas,
- The Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks) which is the technical facility where TSO injects H<sub>2</sub> into H-gas



Positive Nominations on the Installation Point “QC” shall be considered as Nominations for the “Quality Conversion to H Service”, by which quantities exit from the L Zone and enter into the H Zone.

Quality Conversion to H Service is implicitly allocated with Entry Service at Installation Point “H<sub>2</sub>-IN” (as from 01/07/2023, subject to a pre notice of 4 weeks). As a consequence, no explicit Nomination is needed for the Quality Conversion to H Service.

## 4. Quality Conversion to H

The Quality Conversion to H Service offers the possibility to inject L-Gas or H<sub>2</sub> into H-Gas in such a way that the mix remains a Compatible Gas.

The Quality Conversion Service to H is an interruptible service; in case of an interruption, the procedure in accordance with section 5.2.2 shall be applied.

## 5. Nominations and Confirmations

### 5.1. Process and Messages

#### 5.1.1. SDT, TDT, Applicable Re-nomination Lead-Time and Applicable Interruption/Constraint Lead-Time

Network User’s Daily Transmission Notice (SDT) as described in Attachment C.1 shall also be applicable for the Operating Procedures for Quality Conversion Services at Installation Point “QC” but not at Installation Point “H<sub>2</sub>-IN” (as from 01/07/2023, subject to a pre notice of 4 weeks), where no nomination are needed.

TSO’s Daily Confirmation Notice (TDT) as described in Attachment C.1 shall also be applicable for the Operating Procedures for all Quality Conversion Services.

The rules for the Applicable Re-nomination Lead-Time as described in Attachment C.1 shall also be applicable for the Operating Procedures for Quality Conversion Services with the exception that the applicable Re-nomination Lead-Time at the Installation Point “QC” is next full hour +6.

The rules for the applicable Interruption/Constraint Lead-Time as described in Attachment C.1 shall also be applicable for the Operating Procedures for Quality Conversion Services.

#### 5.1.2. Daily nomination procedures

In order to notify TSO of the quantities of Natural Gas to be converted under the Standard Transmission Agreement, the Network User shall notify TSO by sending nominations and, if applicable, Re-nominations to TSO, according to the following procedure.

A nomination shall only be sent for the Installation Point “QC” on the H Zone, stating the direction (positive nominations to H), quantity and counterparty. TSO will deduce the nomination on the L Zone based on such nomination.

For the avoidance of doubts, no nomination shall be sent for the Quality Conversion to H Service at Installation Point H<sub>2</sub>-IN (as from 01/07/2023, subject to a pre notice of 4 weeks).

TSO shall send a TSO Daily Confirmation Notice for the Installation Point "QC" on the H Zone, a TSO Daily Confirmation Notice for the Installation Point "QC" on the L Zone and/or a TSO Daily Confirmation Notice for the Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks).

The Network User shall communicate to TSO the Day-ahead Nomination for the Installation Point "QC" on the H Zone or the Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks), being the last nomination received by TSO before 17:00 hours on Gas Day *d-1* and accepted by TSO.

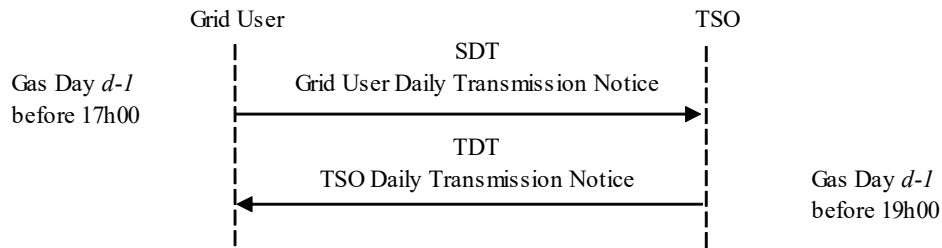
If applicable, the Network User shall communicate to TSO a Within-Day Re-nomination for the Installation Point "QC" on the H Zone. The last Re-nomination shall be the last Re-nomination accepted by TSO. If no Re-nomination is received by TSO, the last Nomination is deemed equal to the accepted quantity of the (Day-ahead) Nomination.

The general procedure consists of four steps:

- For the Installation Point "QC", the Network User sends a Network User's Daily Transmission Notice (SDT) to TSO with the nomination on the H Zone in accordance with section 5.1.1;
- For the Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks), the Network User sends a Network User's Daily Transmission Notice (SDT) for the associated Entry Service as set forth in Attachment C.1.
- TSO checks validity of the messages format;
- TSO computes the Network User's hourly Confirmed Quantities of Natural Gas scheduled to be delivered by or redelivered to the Network User at the Installation Point "QC" and/or the Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks) in accordance with section 5.2 of Attachment C.3 and with Attachment C.1;
- TSO sends a TSO's Daily Confirmation Notice (TDT) to the Network User in accordance with section 5.1.1.

### 5.1.3. Day-ahead Nomination on Gas Day d-1 at 17:00 hours

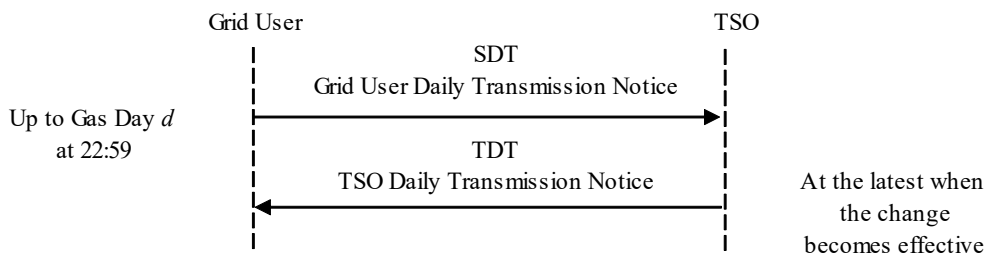
**Initial Nomination on d-1 at 17h00**



The Day-ahead Nomination on d-1 at 17:00 hours is the (last) Nomination on d-1 before 17:00.

### 5.1.4. Within-Day Re-nomination cycle

**Within-Day d Re-nomination**



The Within-Day Re-nomination cycle is optional. It is only used in case of changes to the Day-ahead Nomination. All Nominations received later than d-1 at 17:00 hours are Within-Day Re-nominations. For Within-Day Re-nominations on the Installation Point “QC” a lead time of next full hour +6 is applicable.

## 5.2. Confirmations

### 5.2.1. Capacity check

Without prejudice to Attachment A, TSO performs, for operational purposes, a first hourly capacity check for each Network User so that the hourly Confirmed quantities of the Network User in the TSO’s Daily Confirmation Notice are not exceeding the total Subscribed Quality Conversion to H Capacity taking interruptions into account the Network User is entitled to.

In case the Network User would exceed its maximum Capacity rights on the Installation Point “QC” or on the Installation Point “H<sub>2</sub>-IN” (as from 01/07/2023, subject to a pre notice of 4 weeks), TSO shall:



- Cap the Network User's hourly Nominated Quantities, if applicable, in order not to exceed the Subscribed Quality Conversion Capacity rights the Network User is entitled to
- Send a new TDT to notify the Network User of the revised hourly Confirmed Quantities at the Installation Point "QC" or the Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks).

For the Installation Point "QC", in the exceptional case that the TSO, as a result of irregular aggregated Nominations, is not able to start or stop equipment within the term resulting from the Nominations, or is not able to execute the irregular Re-nominations, the TSO is authorized to modify the Nominations of the causing Network User(s) to an executable profile.

### 5.2.2. Quality Conversion Interruption

If the TSO decides that a partial or total interruption of the Interruptible capacity of the Quality Conversion to H Services is necessary, the TSO shall:

- Use its reasonable endeavours to give timely notice for each hour of the relevant Gas Day about the reduced availability of the Interruptible capacity rights on the Installation Point "QC" and/or the Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks) by sending a "TSO's Interruption Notice" by email to the Network Users specifying the Interruption Start Period, the Interruption End Period, the name of the Installation Point, the direction and the remaining interruptible capacity.
- Apply the Interruption by reducing the Network Users interruptible capacity on the Installation Point "QC" and/or the Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks) pro rata their Subscribed Capacity for the Quality Conversion to H Services.
- Send a new TDT to notify the Network Users of the revised hourly Confirmed Quantities at the Installation Point "QC" and/or the Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks) in accordance with the confirmation process as described in this section if necessary.

Before the Interruption End Time, the TSO shall use its reasonable endeavours to issue a revised "TSO's Interruption Notice" in order to modify the Interruption End Time and/or the interrupted capacity.

### 5.2.3. Quality Conversion Constraint

A Quality Conversion Constraint is an (un)planned event for a given limited period during which some contractual obligations cannot be met, that causes the available hourly capacity to be less than the sum of the Network Users' hourly Confirmed Quantities and shall result in a revision of the hourly Confirmed Quantities on the Installation Point "QC" or on the Installation Point "H<sub>2</sub>-IN" (as from 01/07/2023, subject to a pre notice of 4 weeks) on which the Quality Conversion Constraint has been put.

In case of a Quality Conversion Constraint, the TSO shall:

- Apply a constraint on the related Installation Point ("QC" or "H<sub>2</sub>-IN") that limits the total hourly Confirmed Quantities of the affected Network Users,
- Use its reasonable endeavours to give timely notice to the Network Users, of the Quality Conversion Constraint by sending a "TSO's Constraint Notice" by email to

the Network Users specifying the Constraint Start Period, the Constraint End Period, the name of the Installation Point and the remaining capacity,

- Send a new TDT to notify the Network Users of the revised hourly Confirmed Quantities at the Installation Point “QC” or the Installation Point “H<sub>2</sub>-IN” (as from 01/07/2023, subject to a pre notice of 4 weeks), if necessary.

Before the Constraint End Time, the TSO may issue a revised “TSO’s Constraint Notice” in order to modify the Constraint End Time and/or the remaining capacity.

The applicable Gas quality procedures for the Quality Conversion Services are according to provisions of the Standard Transmission Agreement and its Attachments.

#### 5.2.4. Reduction Rule

At the Installation Point “QC”, in case the Nominated Quantity is higher than the Subscribed Quality Conversion Capacity restricted by any rule, Quality Conversion Interruption, Quality Conversion Constraint or the Re-nomination band, TSO shall use the “lesser-of-rule principle” which means that the Confirmed Quantity shall be the lesser of all quantities .

## 6. Allocations

The TSO calculates the Allocation in energy at the Installation Point “QC” in the H-Zone and in the L Zone and at the Installation Point “H<sub>2</sub>-IN” (as from 01/07/2023, subject to a pre notice of 4 weeks) to determine the amounts of Natural Gas to be allocated to the different Network Users when using Quality Conversion Services.

The Allocation is calculated using following elements:

- the Hourly Confirmed Quantities at the Installation Point “QC” at the H Zone or at the Installation Point “H<sub>2</sub>-IN” (as from 01/07/2023, subject to a pre notice of 4 weeks);
- the Measured Quantities of Gas at the Installation Point “QC” at the H and L Zone;
- the Real Conversion Capacities for the different Subscribed Quality Conversion Services;
- the Allocation Rule that determines how the Allocation is calculated.

### 6.1. Allocation process

The Allocation process as described in Attachment C.1 shall also be applicable for the Operating Procedures for Quality Conversion Services.

An OBA is by default applicable at the Installation Point “QC” and at the Installation Point “H<sub>2</sub>-IN” (as from 01/07/2023, subject to a pre notice of 4 weeks).

### 6.2. Reporting

The Reporting as described in Attachment C.1 shall also be applicable for the Operating Procedures for Quality Conversion Services.

## 7. Exchanged Data

Operational data will be made available on a reasonable endeavour basis through the Electronic Data Platform.



# ACCESS CODE FOR TRANSMISSION



Attachment C.4: Specific  
requirements at Connection Points

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**1 Operating Conditions and quality requirements at IZT and Zeebrugge**

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	10.80	12.38
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	13.82 <sup>(3)</sup>	15.05
Pressure <sup>(1)</sup>	barg	55	80
Temperature	°C	2	38
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 8 <sup>(2)</sup>
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n) (as S)		6

- (1) Natural gas shall be made available in the entry direction at any pressure within this range as requested from time to time by Fluxys
- (2) As long as the maximum water dewpoint applicable in the IUK system is -10°C at 69 barg, said value shall be applicable.
- (3) 13.69 kWh/m<sup>3</sup> as from the 1st of February 2023, subject to a prior notice of 4 weeks. Postponed to a later date because of delays at the UK-side, new date when it comes into effect will be communicated at least 4 weeks in advance.

The Natural Gas delivered may not contain any other elements or impurities (such as, but not limited to methanol, condensates and gas odorants) to the extent that the Natural Gas delivered cannot be transported, stored or marketed in Belgium without incurring additional cost for quality adjustment.

The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the EASEE-Gas Common Business Practices or any other applicable European standard as in effect at that time at a European level.



## 2 Operating Conditions and quality requirements at ZPT

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	11.17	12.77
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	14.17	15.47 <sup>(1)</sup>
Pressure <sup>(2)</sup>	barg	45	80
Temperature	°C	2	30(Oct-May) 32 (June- Sept)
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 10
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n) (as S)		6

- (1) For redeliveries of Natural Gas at IZT/Zeebrugge, we refer to ACT - Attachment C1.
- (2) Natural gas shall be made available at any pressure within this range as requested from time to time by Fluxys

The Natural Gas delivered may not contain any other elements or impurities (such as, but not limited to methanol, condensates and gas odorants) to the extent that the Natural Gas delivered cannot be transported, stored or marketed in Belgium without incurring additional cost for quality adjustment.

The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the EASEE-Gas Common Business Practices or any other applicable European standard as in effect at that time at a European level.



### 3 Operating Conditions and quality requirements at VIP THE-ZTP

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	10.80	12.77
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	13.82 <sup>(4)</sup>	15.47 <sup>(1)</sup>
Pressure <sup>(2)</sup>	barg	49 exit 55 entry	80
Temperature	°C	2	38
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint <sup>(3)</sup>	°C at 69 barg		Minus 8
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n) (as S)		6

- (1) For redeliveries of Natural Gas at IZT/Zeebrugge, we refer to ACT - Attachment C1.
- (2) Natural gas shall be made available in the entry direction at any pressure within this range as requested from time to time by Fluxys
- (3) As long as the maximum water dewpoint applicable in the IUK system is -10°C at 69 barg, said value shall be applicable
- (4) 13.69 kWh/m<sup>3</sup> as from the 1st of February 2023, subject to a prior notice of 4 weeks. Postponed to a later date because delays at the UK-side, new date when it comes into effect will be communicated at least 4 weeks in advance.

The Natural Gas delivered may not contain any other elements or impurities (such as, but not limited to methanol, condensates and gas odorants) to the extent that the Natural Gas delivered cannot be transported, stored or marketed in Belgium without incurring additional cost for quality adjustment.

The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the EASEE-Gas Common Business Practices or any other applicable European standard as in effect at that time at a European level.





#### 4 Operating Conditions and quality requirements at Virtualys

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	10.80	12.77
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	13.82 <sup>(2)</sup>	15.47 <sup>(1)</sup>
Temperature	°C	2	38
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 8
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n) (as S)		6

- (1) For redeliveries of Natural Gas at IZT/Zeebrugge, we refer to ACT - Attachment C1.
- (2) 13.69 kWh/m<sup>3</sup> as from the 1st of February 2023, subject to a prior notice of 4 weeks. Postponed to a later date because delays at the UK-side, new date when it comes into effect will be communicated at least 4 weeks in advance.

The Natural Gas delivered may not contain any other elements or impurities (such as, but not limited to methanol, condensates and gas odorants) to the extent that the Natural Gas delivered cannot be transported, stored or marketed in Belgium without incurring additional cost for quality adjustment.

The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the EASEE-Gas Common Business Practices or any other applicable European standard as in effect at that time at a European level.



## 5 Operating Conditions and quality requirements at GDLux

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	10.80	12.77
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	13.82 <sup>(2)</sup>	15.47 <sup>(1)</sup>
Pressure	barg	27	66.2
Temperature	°C	2	38
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 10
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n) (as S)		6

- (1) For redeliveries of Natural Gas at IZT/Zeebrugge, we refer to ACT - Attachment C1.  
 (2) 13.69 kWh/m<sup>3</sup> as from the 1st of February 2023, subject to a prior notice of 4 weeks. Postponed to a later date because delays at the UK-side, new date when it comes into effect will be communicated at least 4 weeks in advance.

The Natural Gas delivered may not contain any other elements or impurities (such as, but not limited to methanol, condensates and gas odorants) to the extent that the Natural Gas delivered cannot be transported, stored or marketed in Belgium without incurring additional cost for quality adjustment.

The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the EASEE-Gas Common Business Practices or any other applicable European standard as in effect at that time at a European level.



## 6 Operating Conditions and quality requirements at VIP-BENE

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	10.80	12.77
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	13.82 <sup>(2)</sup>	15.47 <sup>(1)</sup>
Pressure			
IP s' Gravenvoeren	barg	49	66.2
IP Zandvliet H		55	80
IP Zelzate 1		59	80
IP Zelzate 2		55	80
Temperature	°C	2	38
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 8
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n)		6

(1) For redeliveries of Natural Gas at IZT/Zeebrugge, we refer to ACT - Attachment C1.

(2) 13.69 kWh/m<sup>3</sup> as from the 1st of February 2023, subject to a prior notice of 4 weeks. Postponed to a later date because delays at the UK-side, new date when it comes into effect will be communicated at least 4 weeks in advance.

The Natural Gas redelivered may not contain other elements and impurities (such as but not limited to methanol, condensates, gas odorants) to the extent that the Natural Gas redelivered cannot be transported, stored and marketed in Belgium without incurring additional cost for quality adjustment

The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the EASEE-Gas Common Business Practices or any other applicable European standard as in effect at that time at a European level.



## 7 Operating Conditions and quality requirements at Hilvarenbeek I

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	9.53	10.74
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	12.20 <sup>(1)</sup>	13.02
Pressure	barg	49	66.2
Temperature	°C	2	38
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 8
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n)		6

- (1) This value will be lowered in agreement with the adjacent operator, subject to compliance with the range and values of the Belgian legislation as in effect at that time

The Natural Gas redelivered may not contain other elements and impurities (such as but not limited to methanol, condensates, gas odorants) to the extent that the Natural Gas redelivered cannot be transported, stored and marketed in Belgium without incurring additional cost for quality adjustment

The Natural Gas delivered may not contain any added odorants.



## 8 Operating Conditions and quality requirements at Blaregnies L

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	9.53	10.74
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	12.20	13.02
Pressure	barg	49	66.2
Temperature	°C	2	38
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 8
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n)		6

The Natural Gas redelivered may not contain other elements and impurities (such as but not limited to methanol, condensates, gas odorants) to the extent that the Natural Gas redelivered cannot be transported, stored and marketed in Belgium without incurring additional cost for quality adjustment

The Natural Gas delivered may not contain any added odorants.



## 9 Operating Conditions and quality requirements at Zeebrugge LNG Terminal

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 010)	10.80	12.77
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	13.67	15.56 <sup>(1)</sup>
Pressure	barg	55	80
Temperature	°C	2	38
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 8
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n) (as S)		6

(1) For redeliveries of Natural Gas at IZT/Zeebrugge, we refer to ACT - Attachment C1.

The Natural Gas delivered may not contain any other elements or impurities (such as, but not limited to methanol, condensates and gas odorants) to the extent that the Natural Gas delivered cannot be transported, stored or marketed in Belgium without incurring additional cost for quality adjustment.

The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the EASEE-Gas Common Business Practices or any other applicable European standard as in effect at that time at a European level.



**10 Operating Conditions and quality requirements at Dunkirk LNG Terminal**

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	11.17	12.77
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	14.17	15.47 <sup>(1)</sup>
Pressure	barg	55	84.5
Temperature	°C	2	38
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 10
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n) (as S)		6

(1) For redeliveries of Natural Gas at IZT/Zeebrugge, we refer to ACT - Attachment C1.

The Natural Gas delivered may not contain any other elements or impurities (such as, but not limited to methanol, condensates and gas odorants) to the extent that the Natural Gas delivered cannot be transported, stored or marketed in Belgium without incurring additional cost for quality adjustment.

The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the EASEE-Gas Common Business Practices or any other applicable European standard as in effect at that time at a European level.



**11 Operating Conditions and quality requirements at Loenhout**

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	10.80	12.77
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	13.82 <sup>(4)</sup>	15.56 <sup>(1)</sup>
Pressure <sup>(2)</sup>	barg	60	80
Temperature	C	2	38
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 8
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.0 <sup>(3)</sup>
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		30
Mercaptans (as S)	mg/m <sup>3</sup> (n)		6

- (1) For redeliveries of Natural Gas at IZT/Zeebrugge, we refer to ACT - Attachment C1.
- (2) A lower minimum pressure can be agreed upon by Fluxys and the Storage Operator in line with the provisions of attachment D.2 of the Access Code for Storage.
- (3) CO<sub>2</sub> content of the Natural Gas injected must on average be lower than 1 Mole % over the Storage Season, as defined in the Access Code for Storage
- (4) 13.69 kWh/m<sup>3</sup> as from the 1st of February 2023, subject to a prior notice of 4 weeks. Postponed to a later date because delays at the UK-side, new date when it comes into effect will be communicated at least 4 weeks in advance

The Natural Gas redelivered may not contain other elements and impurities (such as but not limited to methanol, condensates, gas odorants) to the extent that the Natural Gas redelivered cannot be transported, stored and marketed in Belgium without incurring additional cost for quality adjustment

The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the EASEE-Gas Common Business Practices or any other applicable European standard as in effect at that time at a European level.





## 12 Operating Conditions and quality requirements at Installation Point H<sub>2</sub>-IN, after H<sub>2</sub> injection

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	10.80 <sup>(1)</sup>	12.77
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	13.82 <sup>(5)</sup>	15.47 <sup>(2)</sup>
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 8 <sup>(3)</sup>
Oxygen content (O <sub>2</sub> )	ppm by vol		1000
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		20
Mercaptans (as S)	mg/m <sup>3</sup> (n)		6
Hydrogen (H <sub>2</sub> )	Mole %		2 <sup>(4)</sup>

- (1) 10.7 kWh/m<sup>3</sup>(n) as long as the minimum Gross Calorific Value of 10.8 kWh/m<sup>3</sup>(n) is respected on Interconnection Points
- (2) 15.05 kWh/m<sup>3</sup>(n) if injected gas can be redelivered at IZT/Zeebrugge
- (3) Minus 10 °C if injected gas can be redelivered at IZT/Zeebrugge
- (4) As long as applicable H<sub>2</sub> specifications are respected on other Connection Points.
- (5) 13.69 kWh/m<sup>3</sup> as from the 1st of February 2023, subject to a prior notice of 4 weeks. Postponed to a later date because delays at the UK-side, new date when it comes into effect will be communicated at least 4 weeks in advance.

The Natural Gas redelivered may not contain other elements and impurities (such as but not limited to methanol, condensates, gas odorants) to the extent that the Natural Gas redelivered cannot be transported, stored and marketed in Belgium without incurring additional cost for quality adjustment

The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the applicable European standards as in effect at that time at a European level.



**13 Operating Conditions and quality requirements at Domestic Points for Injection**

	Unit	Min.	Max.
Gross Calorific Value	kWh/m <sup>3</sup> (n) (25°C, 0°C)	10.80 <sup>(1)</sup>	12.77
Wobbe Index	kWh/m <sup>3</sup> (n) (25°C, 0°C)	13.82 <sup>(6)</sup>	15.47 <sup>(2)</sup>
Hydrocarbon dewpoint	°C from 0 to 69 barg		Minus 2
Water dewpoint	°C at 69 barg		Minus 8 <sup>(3)</sup>
Oxygen content (O <sub>2</sub> )	ppm by vol		5000 <sup>(4)(7)</sup>
Carbon dioxide content (CO <sub>2</sub> )	Mole %		2.5 <sup>(4)</sup>
Hydrogen sulphide content (H <sub>2</sub> S) (inclusive of COS) (as S)	mg/m <sup>3</sup> (n) (as S)		5
Total sulphur at any time (as S)	mg/m <sup>3</sup> (n) (as S)		20
Mercaptans (as S)	mg/m <sup>3</sup> (n)		6
Propane (C <sub>3</sub> H <sub>8</sub> )	Mole %		3 <sup>(4)</sup>
Hydrogen (H <sub>2</sub> )	Mole %		2 <sup>(4)(5)</sup>

- (1) 10.7 kWh/m<sup>3</sup>(n) as long as the minimum Gross Calorific Value of 10.8 kWh/m<sup>3</sup>(n) is respected on Interconnection Points
- (2) 15.05 kWh/m<sup>3</sup>(n) if injected gas can be redelivered at IZT/Zeebrugge
- (3) Minus 10 °C if injected gas can be redelivered at IZT/Zeebrugge
- (4) Depending on the injection location, Fluxys Belgium shall determine if mitigation measures are needed to reduce Wobbe Index variations in the gas network, when such variations arise from the connection of that specific Domestic Point for Injection.  
If applicable, the Local Producer shall choose between the available alternatives (reduce O<sub>2</sub>, CO<sub>2</sub> or H<sub>2</sub> specifications, addition of C<sub>3</sub>H<sub>8</sub>) or choose a combination of such alternatives, to align the Wobbe Index of the gas it produces with the Wobbe Index of the gas circulating in the natural gas network in the vicinity of that Domestic Point for Injection.
- (5) As long as applicable H<sub>2</sub> specifications are respected on other Connection Points
- (6) 13.69 kWh/m<sup>3</sup> as from the 1st of February 2023, subject to a prior notice of 4 weeks. Postponed to a later date because delays at the UK-side, new date when it comes into effect will be communicated at least 4 weeks in advance
- (7) Depending on the injection location, Fluxys Belgium shall determine whether lower O<sub>2</sub> limits are applicable, in order to protect Loenhout, interconnection points or sensitive customers.

The Natural Gas redelivered may not contain other elements and impurities (such as but not limited to methanol, condensates, gas odorants) to the extent that the Natural Gas redelivered cannot be transported, stored and marketed in Belgium without incurring additional cost for quality adjustment



The Natural Gas delivered may not contain any added odorants.

To the extent that in future all gas flows through and into Belgium, which could potentially be impacted by the prospective Shipper's gas delivery at the border, may accept wider quality specifications, the table above shall be adjusted accordingly subject to compliance with the ranges and values of the applicable European standards as in effect at that time at a European level.





# ACCESS CODE FOR TRANSMISSION



Attachment D:  
Metering Procedures

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# 1. Definitions

All definitions used in this Attachment without being explicitly listed refer to the definitions listed in Attachment 3 of the Standard Transmission Agreement. The following definitions are not listed in Attachment 3 of the Standard Transmission Agreement, but shall have the following meaning in this Attachment D:

Metering Facility Operator shall mean the operator who operates, maintains and calibrates the metering and the quality insurance installations which are used inside the metering installations at a Connection Point.

Metering Handbook shall mean the technical documentation of applicable metering practices at a given Interconnection Point, as agreed between adjacent Transmission System Operators. Such documentation can be obtained with the TSO upon request.

## 2. Preamble

In case the Transmission System Operator is not the Metering Facility Operator for a given Connection Point, measurement and testing shall be according to the metering procedures applicable for such Interconnection Point or Domestic Exit Point, in accordance with the relevant agreement between Transmission System Operator and such Metering Facility Operator. Such applicable procedures can be obtained with Transmission System Operator upon request.

In case the Transmission System Operator is the Metering Facility Operator for a given Connection Point, the following shall apply.

## 3. General

The measuring equipment at the Connection Point shall be subject to applicable laws and regulations in force and relevant to the measurement and testing of Natural Gas for international gas sales or purchases or transmission.

Grid User shall have the right to be represented by the Grid User's Representative with regard to the Grid User's rights concerning measurement and testing at the Interconnection point.

All relevant details concerning measurement and testing at Domestic Exit Point are laid down in Annex 1 of the Connection Agreement approved by the CREG and published on the website of the TSO. All relevant details concerning measurement and testing at an Interconnection Point are laid down in the relevant Metering Handbook.

The measurement and testing equipment shall be designed, operated and calibrated so that, at any time, known systematic errors can and shall be corrected. Such corrections shall be made on the basis of an agreement between the parties.

## 4. Unit of measurement

The unit of measurement at the Connection Point shall be normal cubic meter at reference conditions (1,01325 bar and 0°C) and GCV expressed in kWh/m<sup>3</sup>(n) (at 1,01325 bar and 25°C).

The quantity of Natural Gas (expressed in kWh) made available to Transmission System Operator by Grid User at the Interconnection Point and by Transmission System Operator to Grid User at the Domestic Exit Point or Interconnection Point shall be measured and computed by automatic equipment if available.

## 5. Equipment

Transmission System Operator shall at the Interconnection Point, at its sole cost and expense, provide, maintain and operate or cause to be provided, maintained and operated all measurement and testing equipment which will be subject to applicable laws and regulations in force and relevant to the measurement and testing of Natural Gas for international gas sales or purchases or transmission.

## 6. Determination of Gross Calorific Value

The GCV shall be measured by means, which are approved under applicable regulations as described, for Domestic Exit Points, in the Annex 1 of the Connection Agreement approved by the CREG and published on the website of the TSO, and for Interconnection Points, in the relevant Metering Handbook.

## 7. Tests and correction of errors

### 7.1. At Interconnection Points

The accuracy of the measurement equipment provided or caused to be provided by Transmission System Operator at the Interconnection Point shall be verified by Transmission System Operator at reasonable intervals as set forth in the relevant Metering Handbook, but the Transmission System Operator shall not be required to verify the accuracy of such equipment more frequently than once a Month. Grid User shall have the right to attend such verifications. Except in case of Emergency where Transmission System Operator shall give a shorter notice, Transmission System Operator shall give notice to Grid User ten (10) Business Days before the start of any such test.

All tests of such measurement equipment shall be made at Transmission System Operator's expense.

If any error in measurement equipment is found to exceed the technical tolerance, which shall in any case be lower than one decimal zero (1.0) per cent, then any previous recordings of such equipment shall be corrected to zero (0) error for any period which is known definitely, or agreed upon, but in the case where the period is not known or agreed upon, such corrections shall be for a period extending over one-half of the time elapsed since the date of the last test, or another correction period specified in the relevant Metering Handbook.

Following each test, the measurement equipment shall be adjusted if found to be necessary to record accurately and the said equipment shall be secured against unauthorised manipulations.

If, for any reason, meters are faulty or out of service, so that the quantity of the Natural Gas made available cannot be ascertained or computed from the reading thereof, the Natural Gas made available during the period during which such meters are out of service or faulty shall be determined upon the basis of the best data available, using only the first feasible method of those listed hereunder in which order they appear below:

- a) by using the registration of any check measurement equipment if installed and accurately measuring;
- b) by adjusting for the error, if the extent of the error is ascertainable by calibration, test or mathematical calculation;
- c) by estimation on the basis of deliveries made during preceding periods under similar conditions when the equipment was registering accurately. For the purpose of said estimation, the Parties may agree upon using data from measurements not being performed by the equipment provided under section 6.



## 7.2. At Domestic Exit Points

The Natural Gas redelivered at the Domestic Exit Point by Transmission System Operator, or the gas injected at the Domestic Point by the Local Producer, shall be measured and, as applicable, tested in accordance with the procedures described in the Annex 1 of the Connection Agreement approved by the CREG and published on the website of the TSO.

If, for any reason, meters are faulty or out of service, so that the quantity of the Natural Gas made available cannot be ascertained or computed from the reading thereof, the Natural Gas made available during the period during which such meters are out of service or faulty shall be determined upon the basis of the best data available by estimation on the basis of deliveries made during preceding periods under similar conditions when the equipment was registering accurately.



# ACCESS CODE FOR TRANSMISSION



Attachment E:  
Congestion Management

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# 1. Definitions

All definitions used in this Attachment without being explicitly listed refer to the definitions listed in Attachment 3 of the Standard Transmission Agreement. The following definitions are not listed in Attachment 3 of the Standard Transmission Agreement, but shall have the following meaning in this Attachment E:

**BBC<sub>T</sub>** Buy-Back Closure Time, i.e. the moment that all capacity buy-back offers should be received by the TSO, which is at the latest 2 full hours before the start of buy-back as provided for in section 3.1.2.2.

## *Contractual Congestion*

The situation meant in section 2.1(21) of Regulation (EC) No 715/2009

**CU<sub>d</sub>** Daily capacity utilization rate of the Subscribed Transmission Services per Network User per Point as provided for in section 2.1.3.

**EA<sup>h</sup>** Energy (final) Allocation – hourly value per Network User and per Connection Point; expressed in kWh; as provided for in section 4.5 of Attachment A of this Access Code

*Physical Congestion* The situation meant in section 2.1(23) of Regulation (EC) No 715/2009

## *Impacted Network User*

Network User who, at the moment that Contractual Congestion is identified by the TSO, has Firm Transmission Services on a Point.

**MBBP** Maximum Capacity Buy-Back Price against which the TSO can proceed to Buy-Back as provided for in section 3.1.2.2.

**MTSR<sub>d,f,2mo</sub>** Part of the MTSR<sub>f</sub> – daily – offered on the secondary market platform, as provided for in section 2.1.3.

**MTSR<sub>d,f,used</sub>** Used Firm Transmission Services – daily – part of the MTSR<sub>f</sub>, as provided for in section 2.1.3.

**MTSR<sub>d,f,unused</sub>** Unused Firm Transmission Services – daily – part of the MTSR<sub>f</sub>, as provided for in section 2.1.3.

**MTSR<sub>d,i</sub>** Maximum Transmission Services Right – Interruptible – daily – part of the MTSR<sub>i</sub>, as provide for in section 2.1.3.

**MTSR<sub>d,io</sub>** Maximum Transmission Services Right – Interruptible Operational – daily – part of the MTSR<sub>i</sub>, as provide for in section 2.1.3.

**MTSR<sub>h,f,BB,o</sub>** Capacity Buy-Back Offer used to offer Firm Transmission Services for Buy-Back – hourly – as provided for in section 3.1.2.2.

*Regulation (EC) No 715/2009*

Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005

*Council Regulation (EU) 2022/2576*

Council Regulation (EU) 2022/2576 of 19 December 2022 enhancing solidarity through better coordination of gas purchases, reliable price benchmarks and exchanges of gas across borders

## **2. Proactive congestion management policy**

### **2.1. General proactive congestion management policy**

#### **2.1.1. Obligations of the Transmission System Operator**

The Transmission System Operator applies a proactive congestion management policy as set out in the Code of Conduct, aiming at an optimal and maximal utilization of the usable capacities and the prevention of congestion situations, through:

- offering the maximum Transmission Services to Network Users, taking into account system integrity and operation and within the actual exploitation boundaries;
- offering and developing Transmission Services that are aligned with the market needs;
- adopting non-discriminatory and transparent Service Allocation Rules as set forth in the Attachment B of this Access Code for Transmission;
- encouraging the “use or sell” principle for Transmission Services by both actively monitoring the utilization rate of the Network Users' subscribed Transmission Services, as set forth in section 2.1.3, and facilitating the transfer of Transmission Services via the Secondary Market, as set forth in 2.1.4;
- offering Interruptible Services which allow the Network Users to use the capacity not used by other Network Users on an interruptible basis.

#### **2.1.2. Obligations of the Network User**

The Code of Conduct also prescribes the obligations of the Network User in the framework of congestion management.

These obligations concerning congestion management are the following:

- the Network User holds no more Firm Transmission Services than he reasonably requires for the execution of his supply and/or delivery contracts;
- the Network User offers Subscribed Transmission Services he no longer requires on a market-based way on the Secondary Market;

- the Network User shall refrain from using the allocated Transmission Services to hamper, limit or disturb the functioning of the market;
- the Network User who offers Transmission Services on the Secondary Market is not allowed to stipulate conditions that may refrain the free tradability;
- the Network User trading Transmission Services on the Secondary Market by other means than the Secondary Market Platform, must notify (as soon as practically feasible) the TSO of each transaction. The minimum information to be communicated by the Network User (i.e. period, quantity of Transmission Services and price) is defined in Attachment B of the Access Code for Transmission.

### 2.1.3. Monitoring of Transmission Services

The TSO keeps the effective utilization of Transmission Services in an electronic register of the Capacity Utilization Rate ( $CU_d$ ), of Subscribed Transmission Services and by submitting such register to the CREG at least on a yearly basis, as set out in the Code of Conduct.

The Capacity Utilization Rate ( $CU_d$ ) is calculated by dividing the daily Used Firm Transmission Services ( $MTSR_{d,f,used}$ ), by the daily Subscribed Firm Transmission Services ( $MTSR_{d,f}$ ).

$$CU_d = \frac{MTSR_{d,f,used}}{MTSR_{d,f}}$$

The daily Used Firm Transmission Services ( $MTSR_{d,f,used}$ ) are equal to:

- the highest hourly Energy Allocation of the considered Day [ $max_d(EA'h)$ ];
- increased with the Subscribed Firm Transmission offered on the Secondary Market Platform for such Day  $d$  ( $MTSR_{d,f,2mo}$ ).

Without prejudice of the obligation to communicate the capacity utilization rate on the monthly invoice as stated in article 87 of the Code of Conduct, each Network User is also provided at the same time with part of such register concerning his individual data.

Furthermore, this electronic register contains the following information for each Interconnection Point, Installation Point, Domestic Point, for each Day, for each Network User, for each Transmission Service:

- The daily Subscribed Firm Transmission Services ( $MTSR_{d,f}$ ), being understood as the sum of the  $MTSR_{d,f,1m}$  and  $MTSR_{d,f,2m}$  for such Day  $d$ ;
- The daily Subscribed Interruptible Transmission Services ( $MTSR_{d,i}$ ), being understood as the sum of the ( $MTSR_{d,i}$ ), ( $MTSR_{d,i\sigma}$ ) and ( $MTSR_{ONIA_d}$ );
- The daily Subscribed Firm Transmission Services offered on the Secondary Market Platform ( $MTSR_{d,f,2mo}$ );
- The highest hourly Energy Allocation of the considered Day ( $max_d(EA'h)$ ).

Finally, the electronic register contains for each Interconnection Point the data as meant for in article 2.2.5.4. of Annex I of Regulation (EC) No 715/2009.

### 2.1.4. Secondary Market

The TSO encourages an optimal capacity utilisation by organising a Secondary Market as set out in the Code of Conduct and in Attachment B of this Access Code for Transmission.

The TSO publishes<sup>1</sup> at least on a weekly basis and on an aggregated level, the total volume and the average price of the Transmission Services traded on the Secondary Market (i.e. both trades made via the Secondary Market Platform and “over-the-counter” transactions as defined in Attachment B).

## 2.2. Proactive measures at Interconnection Points

### 2.2.1. Interruptible Capacity

As a congestion measure against Contractual Congestion when Firm Transmission Services are available in limited quantity over a period or in line with article 14.7 of Council Regulation (EU) 2022/2576<sup>2</sup>, Interruptible services<sup>3</sup> are temporarily offered at an Interconnection Point..

The details on subscription of such capacities are described in Attachment B of this Access Code for Transmission. The interruption procedures for such capacities are described in Attachment C of this Access Code for Transmission.

### 2.2.2. Short haul Services

The Short haul Services Wheeling and OCUC consist of a commitment on the combined use of a well-defined Entry Service at an Interconnection Point with a well-defined Exit Service at another Interconnection Point, avoiding a bottleneck in the transmission grid, and without access to the Market Based Balancing model, nor to the ZTP Trading Services.

The TSO determines as described in Attachment A the Entry and Exit Services that are eligible for Wheeling Services or Operational Capacity Usage Commitments, in the framework of proactive congestion management policy.

### 2.2.3. Modification of the Service Allocation Rule for Capacity Services

In the event of an expected congestion situation, the TSO may propose an adaptation of the relevant Service Allocation Rule to the CREG, through an amendment of Attachment B of the Access Code for Transmission, in accordance with the procedures set forth in the Code of Conduct.

### 2.2.4. Surrender

Without prejudice to the interdiction for the Network User to hold more Firm Transmission Services than he reasonably requires for the execution of his supply and/or delivery

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<sup>1</sup> Unless the confidentiality of information cannot be guaranteed on aggregated level

<sup>2</sup> As long as the regulation is applicable or in application of any regulation replacing it

<sup>3</sup> Interruptible Services for explicit subscription or through implicit allocation for instance through overnomination

contracts and the obligation for the Network User to offer unused Transmission Services on the Secondary Market as stated in the Code of Conduct and in section 2.1.2, the Network User has the possibility to give to the TSO unused Firm Transmission Services he no longer needs on Interconnection Points and for a duration of more than one day in accordance with the following procedure and conditions:

1. A Network User sends a surrendering request to the TSO specifying amongst others the quantity, period, Interconnection Point and flow direction on Firm Transmission Services he wants to surrender. The period must be longer than one day.

If the surrendering request concerns Firm Transmission Services that are auctioned through PRISMA, the request must be sent to the TSO (directly or via PRISMA) and must be aligned with one of the standard capacity products of the CAM Network Code (yearly, quarterly and monthly).

In case Network User posts Transmission Services to surrender, Network User is bound to withdraw its offer for the same Transmission Services on the Secondary Market, in order to avoid that the Transmission Services would be sold twice through the surrender process and the Secondary Market.

Transmission Services that are assigned with retained payment obligation cannot be surrendered by the assignor nor the assignee.

2. In case the surrendering request concerns Firm Transmission Services that are auctioned on PRISMA and in case this request meets the specific requirements of point 1, first and second paragraphs and is received by TSO at the latest 2 Business Days before the publication of the upcoming auction, the capacities meant in the surrendering request are added to the capacity quantity offered by the TSO in the framework of the auction.

In case the surrendering request concerns Firm Transmission Services that are not auctioned on PRISMA and in case this request meets the specific requirements of point 1, first paragraph and is received by TSO at the latest 2 Business Days before the start date of the period to which the surrendering request refers, the capacities meant in the surrendering request in case of Contractual Congestion are added to the capacity quantity offered by the TSO.

The TSO registers the surrendering request and informs the Network User hereof.

3. Without prejudice of the determination in point 2.2.4 of Annex I to Regulation (EC) No 715/2009 concerning the allocation priority of the available capacity with regard to the surrendered capacity, a surrendering request can be partially or fully reallocated as far as the quantity is concerned. The concerned Network User is informed by the TSO of the magnitude of the reallocated capacity by



EDIG@s message (as from November 2017) and a Service Confirmation within 2 Business Days following the closure of the concerned auction.

4. In case several Network Users surrender their capacity and this capacity cannot be fully reallocated, the Network Users who surrender first will have their capacity reallocated first. Surrender Requests received or deemed to be received simultaneously will have their capacity reallocated pro-rata to the requested quantity.

The Network User keeps the rights and obligations as defined in the capacity contract to the extent that the surrender has not been accepted by the TSO.

The acceptance by the TSO of the surrendered capacity has the consequences as described in point 2.2.4 of Annex I of Regulation (EC) No 715/2009, i.e. the Network User keeps its rights and obligations as defined in the capacity contract until the accepted surrendered capacity is reallocated by the TSO and to the extent the accepted surrendered capacity is not reallocated to the TSO.

The Network User is credited by the TSO for the auction premium that is potentially generated during the reallocation, while deducting an administrative fee as meant for in Attachment A of this Access Code for Transmission.

## **2.3. Proactive Congestion Management at End User Domestic Points**

### **2.3.1. Capacity release at End User Domestic Point**

In case a Service Request for Firm Transmission Services at a power plant (CE) or an industrial client (CI) directly connected on the Transmission Grid cannot be confirmed, the TSO allocates the Firm Transmission Services to the Network User(s) indicated by the End User. , As far as the corresponding level of Firm Transmission Services is subscribed by the Network User(s) indicated by the End User, the TSO releases the Subscribed Transmission Services at the concerned End User Domestic Point for the other Network User(s).

In case the level of Firm Transmission Services initially subscribed by the other Network User(s) is higher than the level of Firm Transmission Services subscribed by the Network User(s) indicated by the End User, the remaining Transmission Services remain allocated to the other Network User(s).

### **2.3.2. Voluntary downgrade from Firm to Interruptible**

In case the capacity release based on the feedback of the End User did not enable the TSO to fully confirm the Requested Firm Transmission Services at the End User Domestic Point, the TSO will, as far as possible:

- propose the Network User, in cooperation with the involved End User, to subscribe to Interruptible Transmission Services instead of the Requested Firm Transmission Services at the End User Domestic Point;

- propose other Network User(s), in cooperation with the involved End User, a voluntary downgrade of their Subscribed Firm Transmission Services to Interruptible Transmission Services, as far as such a voluntary downgrade helps to confirm the Requested Firm Transmission Services;
- propose other Network Users, in cooperation with End Users at other End User Domestic Points, a voluntary downgrade of their Subscribed Firm Transmission Services to Interruptible Transmission Services, as far as such a voluntary downgrade helps to confirm the Requested Firm Transmission Services<sup>4</sup>.

The process of such a voluntary downgrade is as follows:

- Network User confirms its binding agreement to a voluntary downgrade, mentioning the period and the quantities of the downgrade;
- as far as such quantities and period of this voluntary downgrade helps to confirm a corresponding Service Request for Firm Transmission Services by another Network User<sup>5</sup>, the TSO will confirm the corresponding Firm Transmission Services to the other Network User, by a Services Confirmation Form;
- after having received the signed Services Confirmation Form by the other Network User, the TSO will confirm the voluntary downgrade to Network User.

### 2.3.3. Voluntary capacity release at other End User Domestic Points

In case a capacity release based on the feedback of the End User and a voluntary downgrade to Interruptible Transmission Services have not enabled the Confirmation of the requested Firm Transmission Services, the TSO will, as far as possible, propose Network Users (in cooperation with End Users, if applicable), to reduce their Subscribed Transmission Services at other End User Domestic Points, as far as such a voluntary capacity release helps to confirm the Requested Firm Transmission Services.

The process of such a voluntary capacity release is as follows:

- Network User confirms its binding agreement to a voluntary capacity release, mentioning the period, the quantities and the End User Domestic Point of the capacity release;
- as far as such quantities and period of this voluntary capacity release help to confirm a corresponding Service Request for Firm Transmission Services by another Network User<sup>6</sup>, the TSO will confirm the corresponding Firm Transmission Services to the other Network User, by a Services Confirmation Form;
- after having received the signed Services Confirmation Form by the other Network User, the TSO will confirm the voluntary capacity release to Network User.

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<sup>4</sup> Note that only End User Domestic Points for which the downgrade from Firm to Interruptible Transmission Services contributes to the confirmation of a Service Request for Firm Transmission Services are eligible for such a voluntary downgrade of Transmission Services.

<sup>5</sup> In case the quantities and period of the voluntary downgrade proposed by Network User do not help to confirm a requested Firm Transmission Service, the TSO will refuse the proposed voluntary downgrade.

<sup>6</sup> In case the quantities and period of the voluntary capacity release proposed by Network User do not help to confirm a requested Firm Transmission Service, the TSO will refuse the proposed voluntary capacity release.

## 2.4. Proactive Congestion Management at Distribution Domestic Points

Capacities towards the Public Distribution are allocated by the TSO as set out in Attachment B. This methodology ensures that the peak capacity is dynamically allocated to Network Users based on their market share.

# 3. Congestion Management Procedures

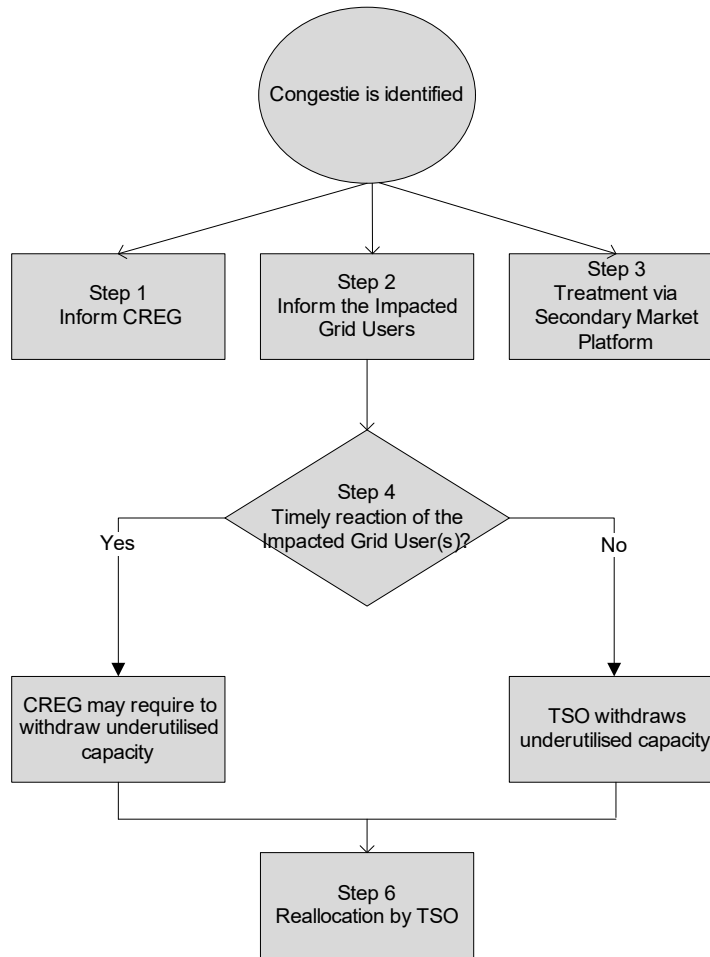
## 3.1. Congestion Management Procedures at Interconnection Points

In consequence of Regulation (EG) No 715/2009, three (3) specific congestion management procedures are applicable at Interconnection Points, in particular:

- “Surrender”, as a congestion measure against Contractual Congestion, bringing unused capacity back to the market as described in section 2.2.4
- “Long-term use-it-or-lose-it mechanism” in order to bring unused capacity back to the market upon decision of CREG as described in section 3.1.1 and
- create additional Firm capacity through the “oversubscription and buy-back scheme” as described in section 3.1.2.

### 3.1.1. Long-term use-it-or-lose-it mechanism

The following process outlines the steps of Long-term use-it-or-lose-it:



### 3.1.1.1. Step 1: Inform CREG

If congestion is observed, the following information will be provided to the CREG:

- The concerned Interconnection Point;
- The estimated duration of the congestion;
- An indication on the type of congestion, being Contractual Congestion or Physical Congestion;
- The Network Users that are impacted by the congestion;
- The electronic register for monitoring the Capacity Utilization by Network Users (cfr.2.1.3);
- The measures already taken by the TSO to reduce the congestion;
- The measures proposed by the TSO in order to solve the congestion.

### 3.1.1.2. Step 2: Inform the Impacted Network Users

The TSO informs the Impacted Network User(s) by e-mail and by registered mail, and provides the following information:

- The concerned Interconnection Point;
- The estimated duration of the congestion;
- An indication on the type of congestion, being contractual or physical<sup>7</sup>;
- The measures already taken by the TSO to reduce congestion;
- On an aggregated basis, the requested quantity of Firm or Backhaul Transmission Services that cannot be allocated and the duration for which these Transmission Services cannot be allocated.

The above mentioned information is also published on the website of the TSO, hence making the congestion situation and its estimated impact publically known.

In addition to the above mentioned information, the TSO also asks the Impacted Network User(s) to demonstrate in writing within the timing as set out in the Code of Conduct, the effective intended use of its Transmission Services and why the Transmission Services were underutilized in the past.

#### **3.1.1.3. Step 3: Treatment via Secondary Market Platform**

In accordance with article 20 §5 of the Code of Conduct, from the moment the TSO has informed the Impacted Network User(s) of the observed congestion and as soon as the information is published on the website of the TSO, the Network Users are bound to trade anonymously their Transmission Services via the Secondary Market Platform (i.e. trading over the counter is no longer allowed).

#### **3.1.1.4. Step 4: Response of Impacted Network User(s)**

Following article 15 §1 of the Code of Conduct; within the timeframe of 10 Business Days as from the receipt of the request from the TSO, each Impacted Network User must demonstrate in writing to the TSO and to the CREG its intended use of the concerned Transmission Services. The Impacted Network User can demonstrate this on the basis of historical data concerning the utilization of the allocated Transmission Services, its activities on the Secondary Market and in any case on the basis of its delivery contracts. The TSO provides the CREG with a copy of the received information from the Network User(s).

#### **3.1.1.5. Step 5: Withdrawal systematically underutilised capacity**

Based on the electronic register referred to in section 2.1.3 and the information received as an application of section 3.1.1.4, the CREG evaluates as to whether subscribed capacity remains systematically underutilised.

In consequence of Annex 1 of Regulation (EG) No 715/2009, the contracted capacity is considered to be systematically underutilised in particular if the Network User uses less than on average 80 % of its contracted capacity both from 1 April until 30 September and from

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<sup>7</sup> Contractual and physical congestion are definitions set by the Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009

1 October until 31 March with an effective contract duration of more than one year for which no proper justification could be provided.

Based upon the assessment, CREG may, in case of Contractual Congestion, require TSO to partially or fully withdraw systematically underutilised contracted capacity on an Interconnection Point by a Network User where that Network User has not sold or offered under reasonable conditions its unused capacity through the Secondary Market as described in Attachment B of this Access Code for Transmission.

In case the TSO did not receive any answer from the Impacted Network User within the term as specified in 4.1.2.4, the TSO partially or fully withdraws systematically underutilised contracted capacity on an Interconnection Point by a Network User where that Network User has not sold or offered under reasonable conditions its unused capacity through the Secondary Market as described in Attachment B of this Access Code for Transmission .

In case of Contractual Congestion and in order to avoid abuse (i.e. in case the CREG identifies that Transmission Services remain unused) the price of the concerned Transmission Services exchanged on the Secondary Market Platform is capped up to the Regulated Tariffs.

The concerned Network Users are informed by CREG about such a release and all Network Users are informed about the cap on the price of the Transmission Services made available on the Secondary Market Platform. Network Users may impeach such decisions by the CREG by applying the procedures as described in the Gas Act.

#### **3.1.1.6. Step 6: Reallocation by TSO**

As an application of point 2.2.1.3 of Annex I to Regulation (EC) No 715/2009, the withdrawn capacities are offered by the TSO through the regulated allocation process, i.e. on the primary market.

In accordance with article 15 of the Code of Conduct, in the absence of written answer by the concerned Network User within the term as stated in article 3.1.1.4 the TSO shall offer the withdrawn capacity for a period of at least 2 months.

The Network User keeps its rights and obligations as defined in the capacity contract to the extent the capacity has not been withdrawn. The withdrawal of capacity has some consequences for the Network User, as defined in point 2.2.5.3 of Annex I of Regulation (EC) No 715/2009, i.e.:

- The Network User fully or partially loses its contracted capacity during a defined period or during the remaining period of the contractual term;
- The Network User keeps its rights and obligations as defined in the capacity contract until the withdrawn capacity is reallocated by the TSO and to the extent the capacity has not been reallocated.

The Network User whose withdrawn capacity is reallocated by the TSO keeps the obligation to pay to the TSO the Monthly Capacity Fee of the reallocated capacity. The Network User is credited by the TSO for the reallocated capacity at the Regulated Tariff, while deducting an administrative fee as meant for in Attachment A of this Access Code for Transmission.

### 3.1.1.7. **Modification of the Service Allocation Rule for Capacity Services**

In the event of a sustained congestion, the TSO proposes an adaptation of the relevant Service Allocation Rule to the CREG, through an amendment of Attachment B of the Access Code for Transmission, in accordance with the procedures set forth in the Code of Conduct.

## 3.1.2. **Capacity increase through oversubscription and buy-back scheme**

### 3.1.2.1. **Capacity increase through oversubscription**

In order to solve Contractual Congestion TSO can create additional Firm Transmission Services on top of the technical capacity in accordance with the provisions as specified in point 2.2.2 of Annex I of Regulation (EC) No 715/2009 and with the distribution key of the costs and incomes of the oversubscription and buy-back between the TSO and the Network Users. The TSO informs CREG about the quantity of additional capacity.

### 3.1.2.2. **Buy-back scheme**

Where necessary to maintain system integrity, TSO applies a market-based buy-back scheme in which Network Users can offer Firm Transmission Services. The application of the buy-back procedure is without prejudice to the applicable emergency measures.

When the TSO cannot accept the nominations of the Network Users, then the TSO determines the quantity of capacity to be bought back and initiates the following Buy-Back procedure:

- TSO informs Network User(s) who are holding Firm Transmission Services ( $MTSR_{d,t}$ ) on that Interconnection Point that buy-back is required and informs the Network User(s) about the quantity, direction, period of Transmission Services sought by sending a "Notification of Buy-Back" using the appropriate Form as published on the Fluxys Belgium website and this with a minimum Buy-Back Lead time of next full hour +4;
- the Network Users are invited to enter Capacity Buy-Back Offers ( $MTSR_{h,t, BB,o}$ ) using the appropriate Form as published on the Fluxys Belgium website by offering to sell Firm Transmission Services ( $MTSR_{d,t}$ ) back to the TSO specifying the price and the quantity before the Buy-Back Closure Time ( $BBCT$ );
- TSO classifies the Capacity Buy-Back Offers ( $MTSR_{h,t, BB,o}$ ) received at the Buy-Back Closure Time ( $BBCT$ ) from the lowest to the highest bid price limited to a Maximum Capacity Buy-Back Price ( $MBBP$ );
- TSO informs Network Users of the decision of the TSO of the Capacity Buy-Back; this Capacity Buy-Back Offer can be fully or partially accepted or entirely rejected, using the appropriate Form as published on the Fluxys Belgium website;
- Network User will be credited for the Transmission Services bought back through the Buy-Back Procedure as described in Attachment A of the Access Code for Transmission;

- In case insufficient Capacity Buy-Back Offers could be fully or partially accepted, the TSO can in order to safeguard the system integrity revise the hourly Confirmed Quantities on the Interconnection Point by applying a Constraint on the Interconnection Point in accordance with Annex C1. This Constraint shall be applied in priority to the Transmission Services with a duration of one day which are subscribed the day before.

## **3.2. Congestion Management Procedures at End User Domestic Points and Installation Points**

### **3.2.1. Long-term use-it-or-lose-it mechanism**

The following process outlines the steps taken in case congestion is observed.

#### **3.2.1.1. Step 1: Inform CREG**

If congestion is observed, the following information will be provided to the CREG:

- The concerned End User Domestic Point or Installation Points;
- The estimated duration of the congestion;



- An indication on the type of congestion, being contractual or physical<sup>8</sup>;
- The Network Users that are impacted by the congestion;
- The electronic register for monitoring the Capacity Utilization by Network Users (cfr.2.1.3);
- The measures already taken by the TSO to reduce the congestion;
- The measures proposed by the TSO in order to solve the congestion.

### **3.2.1.2. Step 2: Inform the Impacted Network Users**

The TSO informs the Impacted Network User(s) by e-mail and by registered mail, and provides the following information:

- The concerned End User Domestic Point or Installation Points;
- The estimated duration of the congestion;
- An indication on the type of congestion, being contractual or physical<sup>9</sup>;
- The measures already taken by the TSO to reduce congestion;
- On an aggregated basis, the requested quantity of Firm or Backhaul Transmission Services that cannot be allocated and the duration for which these Transmission Services cannot be allocated.

The above mentioned information is also published on the website of the TSO, hence making the congestion situation and its estimated impact publically known.

In addition to the above mentioned information, the TSO also asks the Impacted Network User(s) to demonstrate in writing within the timing as set out in the Code of Conduct, the effective intended use of its Transmission Services.

### **3.2.1.3. Step 3: Organize Secondary Market**

In accordance with article 20 §5 of the Code of Conduct, from the moment the TSO has informed the Impacted Network User(s) of the observed congestion and as soon as the information is published on the website of the TSO, the Network Users are bound to trade anonymously their Transmission Services via the Secondary Market Platform (i.e. trading over the counter is no longer allowed).

### **3.2.1.4. Step 4: Response of Impacted Network User(s)**

Following article 15 §1 of the Code of Conduct; within the timeframe of 10 Business Days as from the receipt of the request from the TSO, each Impacted Network User must demonstrate in writing to the TSO and to the CREG its intended use of the concerned

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<sup>8</sup> Contractual and physical congestion are definitions set by the Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009

<sup>9</sup> Contractual and physical congestion are definitions set by the Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009

Transmission Services. The TSO provides the CREG with a copy of the received information from the Network User(s).

#### **3.2.1.5. Step 5: CREG decision**

The CREG evaluates the information received from the concerned Network Users as to whether the effective use of the Transmission Services is sufficient or insufficient. Based upon the assessment, the CREG decides whether the unused subscribed Transmission Services of the concerned Network Users are to be released to the market, either in part or in full, or not.

In case of Contractual Congestion in order to avoid abuse (i.e. in case CREG determines that Transmission Services stay unused), the price of the unused Transmission Services made available on the Secondary Market Platform will be capped at the level of the Regulated Tariff.

Network Users are informed by CREG about such a release and cap on the price of the Transmission Services made available on the Secondary Market Platform. Network Users may impeach such decision by applying the procedures as described in the Gas Act.

#### **3.2.1.6. Step 6: Publication by TSO**

Based on the CREG decision, the TSO will make available the part of the unused Subscribed Transmission Services released on behalf of the Network User(s) indicated by the CREG on the Secondary Market Platform, under the condition however that these Transmission Services have not been proposed already by the relevant Network User itself on the Secondary Market Platform, with a price equal to the Regulated Tariff.

In case the TSO does not receive an answer from the Impacted Network User in due time, the TSO will make available all unused Subscribed Transmission Services released on behalf of such Network User on the Secondary Market Platform, under the condition however that these Transmission Services have not been proposed already by the relevant Network User itself on the Secondary Market Platform, with a price equal to the Regulated Tariff. In accordance with article 15 of the Code of Conduct, those unused Subscribed Transmission Services are released by the TSO on behalf of the Network Users per periods of 2 months.

#### **3.2.1.7. Modification of the Service Allocation Rule for Capacity Services**

In the event of a sustained congestion, the TSO will propose an adaptation of the relevant Service Allocation Rule to the CREG, through an amendment of Attachment B of the Access Code for Transmission, in accordance with the procedures set forth in the Code of Conduct.



# ACCESS CODE FOR TRANSMISSION



Attachment F:

Plan for Incident Management

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## 1. Introduction

This attachment is intended as a Plan for Incident Management as specified in Art 88 of the Code of Conduct and is based on the Internal Emergency Plan of the Transmission System Operator, as mentioned in the Federal Emergency Plan for Security of Supply of Natural Gas. This Plan for Incident Management describes the different phases that are run through in case of an Incident in the meaning of the Code of Conduct, as well as described in the Federal Emergency Plan for Security of Supply of Natural Gas, the procedure to be followed by all concerned parties in case of an Incident, the specific measures to be taken by the concerned parties to manage the Incident, the Shut-off plan and the plan for recovery.

In accordance to Article 29 of the Code of Conduct, the Transmission System Operator is responsible for safeguarding the System Integrity of the Transmission Grid and can decide to activate this Plan for Incident Management to cope with incidents as specified in the Code of Conduct.

In case of an incident as specified in the Federal Emergency Plan for Security of Supply of Natural Gas, the Competent Authority can request the Transmission System Operator to activate the Plan for Incident Management according to the Federal Emergency Plan for Security of Supply of Natural Gas.

As determined in the Federal Emergency Plan for Security of Supply of Natural Gas, this Plan for Incident Management is based on the Internal Emergency Plan of the Transmission System Operator that completes the Federal Emergency Plan for Security of Supply of Natural Gas. Furthermore, this mentioned Internal Emergency Plan of the Transmission System Operator is discussed with the Competent Authority (in French “La Direction générale de l’Energie”, in Dutch “Algemene Directie Energie”, as designated by the Member State in article 15/13 §6 of the Belgian Gas Act).

As determined in the Federal Emergency Plan for Security of Supply of Natural Gas, the stipulations of the Federal Emergency Plan for Security of Supply of Natural Gas are applicable when the security of supply within Belgium can no longer be guaranteed.

## 2. Definitions

All definitions used in this Attachment F without being explicitly listed refer to the definitions listed in Attachment 3 of the Standard Transmission Agreement. The following definitions are not listed in Attachment 3 of the Standard Transmission Agreement, but shall have the following meaning in this Attachment F:

Incident	Situation occurring on the Transmission Network following a technical problem or due to a fault or negligence of one or several Network User(s), during which, without intervention of the market and / or the intervention of the TSO, the System Integrity is no longer safeguarded and transmission services are no longer guaranteed in the meaning of Art 1 of Code of Conduct, or, any situation occurring on a
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transmission network causing the supply of Natural Gas to Final Customers is no longer guaranteed in the meaning of the Ministerial Decree of the 8<sup>th</sup> of September 2022 establishing the Emergency Plan for security of Natural Gas supply, or any other legal text replacing it.

Internal Emergency Plan of the Transmission

Internal procedure of the TSO to ensure the systemic integrity of the Transportation System in the event of a disruption in the supply of Natural Gas.

System Operator: Cfr. Definition according to the Federal Emergency Plan for Security of Supply

Plan for Incident Management:

(Art 88 of Code of Conduct) this attachment of the Access Code as specified in Art 88 of the Code of Conduct.

Federal Emergency Plan for Security of Supply of Natural Gas:

Attachment of the Ministerial Decree of 8<sup>th</sup> of September 2022 that establishes the Federal Emergency Plan for Security of Natural Gas Supply or any other legal text replacing it.

System Integrity: (Art 1 of Code of Conduct) every circumstance of the Transmission Grid in which the pressure and quality of the natural gas remains between the minimum and maximum requirements fixed by the Transmission System Operator to technically safeguard the Transmission of natural gas and the functioning of the installations and to secure the long-term exploitation.

Early Warning Level: (Security of Supply Regulation and paragraph 2 of the Federal Emergency Plan for Security of Supply of Natural Gas) when there is concrete, serious and reliable information that an event may occur which is likely to result in significant deterioration of the supply situation and is likely to lead to the Alert Level or the Emergency Level being triggered.

Alert Level: (Security of Supply Regulation and paragraph 2 of the Federal Emergency Plan for Security of Supply of Natural Gas) when a supply disruption or exceptionally high gas demand occurs which results in significant deterioration of the supply situation, but the market is still able to manage that disruption or demand without the need to resort to non-market measures.

Emergency Level: (Security of Supply Regulation and paragraph 2 of the Federal Emergency Plan for Security of Supply of Natural Gas) in the event of exceptionally high gas demand, significant supply disruption or other significant deterioration of the supply situation and in the event that all relevant market measures have been implemented but the supply of gas is insufficient to meet the remaining gas demand so that non-market measures have to be additionally introduced with a view, in particular, to safeguarding supplies of gas to protected customers.

Protected Customers: (paragraph 1.2 of the Federal Emergency Plan for Security of Supply of Natural Gas) all residential consumer, health care services,

essential social services and district heatings connected to a gas distribution network.

Competent Authority: (Security of Supply Regulation) the National Governmental Authority (in French “La Direction générale de l’Energie”, in Dutch “Algemene Directie Energie”) designated by the Member State in article 15/13 §6 of the Belgian Gas Act to be responsible for ensuring the implementation of the measures set out in the Security of Supply Regulation.

Security of Supply Regulation: Regulation (EU) No 2017/1938 of the European Parliament and of the Council of 25 October 2017 concerning the measures to safeguard security of gas supply and repealing Regulation (EU) No 994/2010, completed by Regulation (EU) 2022/2576 of 19 December 2022 enhancing solidarity through better coordination of gas purchases, reliable price benchmarks and exchanges of gas across borders.

Shut-off plan: (in French “Plan de Délestage”, in Dutch “Afschakelplan” as intended in Art. 90 of Code of Conduct) the plan that is part of the Plan for Incident Management and contains the measures and obligations of Network Users or certain categories of End Users to reduce or stop their consumption within certain limits or for a specific purpose, and the measures and obligations of the Transmission System Operator to interrupt or constrain specific End Users according to the priorities determined in paragraph 4.3.1. of this Attachment and in Annex II of the Federal Emergency Plan for Security of Supply of Natural Gas. These measures can be applied on the entire Transmission Grid or certain parts and zones of the Transmission Grid, taking the location of the Incident, level of prevention and security and the impact of the measures on the System Integrity c.q. the safeguarding of security of supply to Protected Customers into account.

Imbalance Constraint : Imbalance Limitation is defined in Attachment C1 of the Access Code – Operating Procedures

### 3. First-response phase

#### 3.1. Measures

Even when the market is normally functioning, the Transmission System Operator continuously monitors events and market patterns in order to safeguard the System Integrity in accordance with the Code of Conduct and to propose to the Competent Authority the crisis level according to paragraph 2 of the Federal Emergency Plan for Security of Supply of Natural Gas in case of incident. In addition, the Competent Authority can request the Transmission System Operator to activate one of the crisis levels based on, amongst others, information received for other European Institutions.

Many of the market-based measures available to deal with a crisis or in an incident can already be applied under working market conditions, regardless of the declaration of one of the crisis levels.

It may be necessary for the TSO to apply operational measures in order to maintain the position of the linepack within the normal balancing range:

- Use of swaps (physical re-routing), parking or loan (use of the flexibility means of adjacent TSOs), depending on the operational balancing agreements (OBA) with the Adjacent TSOs.
- Interruption of interruptible capacity at Interconnection Points, and/or End Users connected to the Transmission Grid.
- Adaptation of the balancing market threshold in order to limit end-of-day settlements and to send a signal to the market as quickly as possible
- Suspension of Network Users' individual Trading Rights
- Reduction of outgoing flows of an individual Network User based on the Balancing Agreement
  - if a Network User deliberately creates an imbalance for commercial opportunities
  - if the financial risk of a Network User is not covered by a financial guarantee

The Network User, Adjacent Transmission System Operators, Balancing Operator, End Users, National Regulatory Authority, Competent Authority or any other party will inform the Transmission System Operator when confronted with any event that may affect the System Integrity of the Transmission Grid of the Transmission System Operator, including any failure or event upstream or downstream which may possibly affect the inflow or outflow of natural gas in the Transmission Grid of the Transmission System Operator. If possible, the Network User, Adjacent Transmission System Operator, Balancing Operator, End Users, National Regulatory Authority, Competent Authority or any other party provides details about the location of the event, the amount of natural gas impacted, impact on the security of supply, etc.

Based on the information available to the Transmission System Operator, the Transmission System Operator can, in case of an event, activate the Plan for Incident Management. During this first-response phase, the Transmission System Operator performs an assessment of the impact of the event and, as the case may be, activates the appropriate crisis level of its internal Plan for Incident Management (Early Warning Level, Alert Level or Emergency Level) for System Integrity issues.

The crisis levels, and the corresponding measures, can be applied on the entire Transmission Grid (for High and/or Low Calorific Gas) or on certain parts of the Transmission Grid taking the following criteria into account:

- the location of the Incident;



- level of prevention and security;
- impact of the measures on the System Integrity c.q. safeguarding the security of supply to Protected Customers.

For the sake of clarity, this Plan for Incident Management can also be activated in case of a local Incident without the necessity to activate the Federal Emergency Plan.

In accordance with article 29 of the Code of Conduct, the Transmission System Operator is responsible for safeguarding the system integrity of the Transmission Grid and can decide to activate the Plan for Incident Management to cope with incidents as specified in the Code of Conduct.

In case of an incident as specified in the Federal Emergency Plan for Security of Supply of Natural Gas, the Competent Authority can request the Transmission System Operator to activate the Plan for Incident Management according to the Federal Emergency Plan for Security of Supply of Natural Gas for Security of Supply issues with the same crisis level (Early Warning Level, Alert Level or Emergency Level).

### 3.2. Reporting obligation

All reporting obligations to the Network Users to safeguard their individual Network User Balancing Position and keep track of the market balancing position, as defined in the Balancing Agreement, will apply.

For sake of clarity, only the reporting obligations related to the first-response phase are given special attention in this section.

#### **Interconnection Point Interruption**

When it is necessary to interrupt the interruptible capacity at a considered Interconnection Point in the entry or exit direction for safeguarding the Transmission Grid, Transmission System Operator will send a revised "Transporter's Daily Transport Notice" (TDT) to the Network User with the revised confirmations, according to Attachment C.1 of the Access Code - the Operating Procedures.

#### **Maintenance works**

In case the Transmission System Operator decides to adapt planned maintenance works that impacted certain Network Users, End Users and/or Adjacent Transmission System Operators, these impacted parties are contacted by Telephone and an email is sent with the written confirmation.**Register of interruptions and reductions**

When The Transmission System Operator decides to interrupt the interruptible capacity at a certain Interconnection Point in order to safeguard the Transmission Grid, the Transmission System Operator keeps track of this interruption in the "register of interruptions and reductions" as specified in Art 90§3 of the Code of Conduct.

### **Publication of interruptions**

Interruptions of the interruptible capacity at a certain Interconnection Point are published on the Electronic Data Platform.

## **4. Incident management: crisis levels**

Upon declaring a crisis level, all measures available in the respective level and previous crisis levels can be applied according to a cost-effective ranking.

### **4.1. Early Warning Level**

The Early Warning Level of the Plan for Incident Management will be activated by the Transmission System Operator based on the assessment of the event during the first-response phase.

Without prejudice to the assessment during the first-response phase, the Early Warning Level will in general be activated when, based on signals endangering the System Integrity and resulting forecasts, the operation of the Transmission Grid c.q. the security of natural gas supply situation is under stress.

The Early Warning Level is activated when the forecasted available Natural Gas volume in the Transmission Grid is not sufficient to ensure the normal operational needs and/or the provisional market Balancing Position during the Gas Day could lead to a situation of incident balancing.

In addition, this level of crisis can also be triggered by the Competent Authority for the security of supply of natural gas where there is concrete, serious and reliable information that an event which is likely to result in significant deterioration of the gas supply situation may occur and is likely to lead to the alert or the emergency level being triggered.

#### **4.1.1. Measures**

As described in the Security of Supply Regulation and the Federal Emergency Plan for Security of Supply of Natural Gas, market-based balancing principles remain applicable during the Early Warning Level.

During the Early Warning Level the nominations of the Network Users within their firm capacity remain guaranteed.

During the Early Warning Level, the Network Users confronted with an event will reshuffle their nominations in order to safeguard their Network User Balancing Position in the integrated market, taking the Operating Procedures into account as described in Attachment C.1 of the Access Code - the Operating Procedures , and may, amongst others, encourage their end customers to consume less.

Further, the Transmission System Operator, in coordination with the concerned Adjacent Transmission Operator, can temporarily exceeds its Operational Balancing Agreements with the adjacent Transmission System Operators.

The Transmission System Operator is entitled to adapt maintenance works which can improve the System Integrity c.q. the security of supply of natural gas to Protected Customers in particular, after communicating and respecting the agreements made with End Users, Network Users and Adjacent Transmission System Operators, including the Luxembourg Transmission System Operator.

#### **4.1.2. Reporting obligations regarding the Early Warning Level**

Given the market-based balancing principles remain applicable during the Early Warning Level, all reporting obligations to the Network Users to safeguard their individual Network User Balancing Position and to keep track of the market balancing position as defined in the Balancing Agreement will apply.

For sake of clarity, only the reporting obligations related to the Early Warning Level are given special attention in this section.

##### Register of Incidents in Early Warning Level

The Transmission System operator keeps track of the Incidents amounting to Early Warning Level in the register of Incidents and the Transmission System Operator sends a specific report for each incident to the Competent Authority and National Regulatory Authority.

## **4.2. Alert Level**

The Alert Level of the Plan for Incident Management will be activated by the Transmission System Operator based on the assessment during the first-response phase, on request of the Competent Authority or when the measures applied during the Early Warning Level are deemed insufficient to safeguard the System Integrity c.q. the security of natural gas supply to Protected Customers.

Without prejudice to the assessment during the first-response phase, the Alert Level will in general be activated when the duration of an event is not known in advance and, based on the forecast, the System Integrity c.q. the security of natural gas supply is at risk, but market-based mechanisms, and if needed together with some measures at the disposal of the Transmission System Operator for operational network balancing, are deemed to be sufficient to overcome the Incident.

The Alert Level is activated when an Incident that would not be resolved within 2 hours occurs and for which the forecasted available Natural Gas volume in the Transmission Grid is not sufficient to ensure the normal operational needs between H+3 and the end of the

Gas Day or when an Incident that would have been resolved within 2 hours occurs but for which these 2 hours initially estimated are exceeded.

In addition, this level of crisis can also be declared by the Competent Authority for the security of supply of natural gas where a disruption of gas supply or exceptionally high gas demand which results in significant deterioration of the gas supply situation occurs but the market is still able to manage that disruption or demand without having recourse to non-market-based measures.

#### 4.2.1. Measures

As described in the Security of Supply Regulation and Federal Emergency Plan for Security of Supply of Natural Gas, the market-based balancing principles remain applicable during the Alert level. However, the Transmission System Operator has some measures at his disposal in order to reflect the situation to the Network User's Capacity and enable the Network Users to react to the event.

The measures at the disposal of the Transmission System Operator can only be invoked after the relevant measures of the Early Warning Level have been applied.

When, because of an event of supply disruption at the Interconnection Point, in the Transmission Grid, or up- or downstream, the nominations of the Network Users at one or several Interconnection Points can no longer be fulfilled within their firm capacity, the Transmission System Operator is entitled to enter a constraint on such capacity, as described by the Interconnection Point Constraint in Attachment C.1 of the Access Code - the Operating Procedures, in order to reflect the situation to the Network User's Capacity and market balancing position as defined in the Balancing Agreement and enable the Network Users to react to the event.

During Alert Level, the Transmission System Operator will deploy its own and necessary operational means reserved for safeguarding the Transmission Grid, such as, amongst others, reserved linepack and/or the Transmission Operator's Gas In Storage in the Loenhout Storage Facility and/or the LNG Terminal dedicated to incident management.

When capacities at the LNG terminal or storage installation are not used by the Network Users holding the rights for these capacities, the Transmission System Operator can also request the Terminal Operator and/or the Storage Operator to use these capacities to inject more Natural Gas in the gas Transmission Grid. The same principle applies to quality conversion installations.

The Transmission System Operator may request further assistance from Adjacent Transmission System Operators, including the Luxembourg Transmission System Operator, if this is deemed necessary and possible in order to safeguard the System Integrity.

In addition, in case of Alert Level, the Transmission System Operator may request Network Users to alter their Nominated Quantities as far as possible in order to safeguard the System Integrity.

Finally, the Transmission System Operator is entitled, in this phase of Alert Level, to proactively initiate the purchase or sale of natural gas in order to increase the linepack position. This increase is made in order to maintain the physical balance in the gas Transmission Grid as far as possible.

#### **4.2.2. Reporting obligations regarding the Alert Level**

##### Interconnection Point Constraint

When there is the necessity to constrain the firm capacity at a considered Interconnection Point in the entry or exit direction in order to safeguard the Transmission Grid, Transmission System Operator will send a revised "Transporter's Daily Transport Notice" (TDT) to the Network User with the revised confirmations, according to Attachment C.1 of the Access Code - the Operating Procedures.

##### Register of interruptions and reductions

When Transmission System Operator decides to constraint the firm capacity at a certain Interconnection Point in order to safeguard the Transmission Grid, The Transmission System Operator keeps track of this constraint in the "register of interruptions and reductions" as specified in Art 90§3 of the Code of Conduct.

##### Register of Incidents in Alert Level

The Transmission System operator keeps track of the Incidents related to Alert Level and the Transmission System Operator sends a specific report of the each incident to the Competent Authority and National Regulatory Authority.

### **4.3. Emergency Level**

The Emergency Level of the Plan for Incident Management will be activated by the Transmission System Operator based on the assessment during the first-response phase, on request of the Competent Authority, or when the measures applied during the Alert Level are deemed insufficient to safeguard the System Integrity, c.q. the security of natural gas supply to Protected Customers in particular.

Without prejudice to the assessment during the first-response phase the Emergency Level will in general be activated in case all relevant market-based measures are deemed insufficient to guarantee the System Integrity to meet the remaining gas demand, c.q. the security of natural gas supply to Protected Customers in particular, and the Transmission System Operator has to introduce non-market based measures to safeguard the System Integrity c.q. the security of natural gas supply to Protected Customers.

The Emergency Level is activated when an incident occurs by which the available Natural Gas volume in the Transmission Grid will not be sufficient to ensure normal operational needs within the 3 following hours.

In addition, this level of crisis can also be declared by the Competent Authority for the security of supply of natural gas when there is exceptionally high gas demand, significant disruption of gas supply or other significant deterioration of the gas supply situation and all relevant market-based measures have been implemented but the gas supply is insufficient to meet the remaining gas demand so that non-market-based measures have to be introduced.

#### 4.3.1. Measures

During the phase of Emergency Level, market-based measures, as described in the Security of Supply Regulation, are no longer sufficient and the Transmission System Operator is entitled, after notification to the Competent Authority, to apply non-market based measures to safeguard the System Integrity and/or to safeguard the security of supply of natural gas as specified in the Federal Emergency Plan for Security of Supply of Natural Gas.

The measures at the disposal of the Transmission System Operator can only be invoked after the relevant measures of the Alert Level have been applied.

Once the Balancing Operator can no longer buy (enough) gas to balance the network, the Transmission System Operator may, in case of an Incident related to the Emergency Level, activate the Shut-off plan (in coordination with the Competent Authority) in order to safeguard the System Integrity or to respond to the request of the Competent Authority in favour of the security of natural gas supply (to safeguard the security of natural gas supply to Protected Customers in particular). This Shut-off plan can be applied on the entire Transmission Grid or parts or zones of the Transmission Grid taking the location of the Incident, level of prevention and security and the impact of the measures on the System Integrity c.q. the security of natural gas supply to Protected Customers in particular into account.

When the shut-off plan is activated for one of the balancing zone within the BeLux Area (H-gas Zone or L-gas Zone), the Natural Gas buy and sell activities of the Balancing Operator for this specific zone will be automatically suspended during the whole period of the Emergency as provided by the Regulation (EU) 314/2014 establishing a Network Code for balancing of Transmission Networks ("BAL NC"), and the corresponding Transmission System Operator will take all the necessary measures to ensure the network integrity and/or the supply of Natural Gas to Protected Customers for this zone. The Balancing Operator continues to provide the Network Users Balancing Positions and the Market Balancing Position that will be used for reconciliation after the crisis situation.

The Transmission System Operator will inform the Balancing Operator and the Network Users via email and/or Edigas message.

For avoidance of doubts, in case of gas shortage and activation of the shut-off plan, the Network Users shall make their best efforts to maximise their gas importations within the zone concerned by the crisis until the crisis is over and the market is secured. The Balancing Operator will continue to provide all allocations measures and balancing positions to the Transmission System Operator who will provide them to the Competent Authority or any relevant Authority designed by a forthcoming legal text (law or decree) to allow it reconciling all Natural Gas volumes that would have been consumed by End Users, in each of the national markets of the BeLux Area.

In an Emergency situation, the Transmission System Operator and the Luxembourg Transmission System Operator, in concertation with the Competent Authority and the competent authority of Luxembourg will determine together the volumes of gas allocated to the Network Users in each national markets of the BeLux Area.

As described in Annex II of the Federal Emergency Plan for Security of Supply of Natural Gas, the Federal Minister of Energy, the Competent Authority or/and the Transmission System Operator will pursue the following priorities of the Shut-off plan in case of shortage of Natural Gas to the extent that they are applicable and can contribute to mitigating the effects of the crisis. These measures will be applied as far as possible in the following predefined order:

1. Request for reduction of Natural Gas and electricity consumption: the Competent Authority can appeal to End Users to voluntarily reduce their consumption of gas (while maintaining the level of molecule imports) and electricity. Thanks to these measures, the Competent Authority should be able to mobilize the population and companies by all means of communication.
2. Calls on neighboring countries to voluntarily reduce their natural gas imports: the Competent Authority may ask Neighboring Member States which import gas via Belgium to voluntarily and temporarily reduce their imports in order to keep a greater volume of gas available for the Belgian market.
3. Imbalance Constraint on Firm Capacity at Exit Interconnection Points: the Transmission System Operator is entitled to enter an Imbalance Constraint on the Belgian Transmission Grid, according to the Imbalance Constraint Procedure described in Attachment C.1 of the Access Code - the Operating Procedures. This Imbalance Constraint will reduce the nominated exit quantities of Network Users by initially limiting only the exit capacity of Network Users causing imbalances and then, if necessary, limiting the exit capacity for the remaining Network Users. The constraint will be calculated in such a way as to keep enough gas and pressure in the Transmission Grid to avoid uncontrolled triggering, whether at Interconnections Points or at End Users. This constraint will limit the Nominated Exit Quantities at the Interconnection Points within the Network User's Firm Capacity according to the priority described in Attachment C.1 of the Access Code - the Operating Procedures. For sake of clarity: physical flows on Interconnection Points with the Adjacent Transmission System Operator of the BeLux area will be treated similarly, taking the level of Protected Customers of the Transmission Grid of the Adjacent Transmission System Operator into account. In the event of a solidarity request from a neighboring Member State being

accepted, the exit capacity at this Interconnection Point will be increased again to the level necessary to meet the Solidarity Request.

4. Constraint on the firm capacity of the quality conversion facility: the Transmission System Operator may apply a constraint on the Firm Capacity of the Quality Conversion facility provided that this constraint has a positive impact on the balance of the concerned Transmission Grid (H gas or L gas).
5. Ask the European Commission to declare a regional emergency: the Federal Minister of Energy, assisted by the Competent Authority, may decide to ask the European Commission to declare a regional emergency. This measure also offers the possibility of concluding concrete agreements with other Member States adapted to the situation on the reduction of their imports of Natural Gas from Belgium. This measure can be replaced by a joint request with other Member States to the European Commission to declare a regional emergency.
6. Constraint on Firm Capacity to non-protected customers : the Transmission System Operator shall have the right to request the End Users to immediately reduce its off take pursuing Annex II of the Federal Emergency Plan for Security of Supply of Natural Gas, as described in the Connection Agreement and Attachment C.2 of the Access Code,. The End User shall use its best efforts to respond to this request. In this case, the Transmission System Operator will constrain the nominated quantities of the Network User to the End User, as described in Attachment C.1 of the Access Code - the Operating Procedures and Attachment C.2 of the Access Code.

In the event that the End User does not respond to such request of the Transmission System Operator to immediately reduce the required quantity of off take, the Transmission System Operator has the right to physically reduce the required amount necessary under the emergency conditions.

7. Enforced withdrawal of gas in storage: the Transmission System Operator has the right to use (part of) the Gas in Storage granted to the Storage System Operator by the Subscribers of the Standard Storage Agreement, as imposed by the Competent Authority in order to comply with the obligation to safeguard the supply to Protected Customers.
8. Invoke mutual solidarity between EU member states: the Federal Minister of Energy contacts the European Commission and the competent authorities of the EU Member States to which the Belgian gas Transmission Grid is directly connected (currently: the Netherlands, Germany, France and Luxembourg ) to ask them to supply gas to Belgium for Protected Customers under solidarity.
9. Administratively disconnect Protected Customers (and who are also Protected Customers under solidarity): Protected customers, who are also in Belgium those protected under solidarity, will be asked not to consume gas or to reduce their gas consumption (administrative disconnection). An order of priority for disconnecting Protected Customers under solidarity, or criteria for establishing such an order, have yet to be developed. Given the large number of small connections, the technical disconnection of Protected Customers can only be considered if entire areas can be technically disconnected (see next measure).
10. Technical disconnection of part of the main gas Transmission Grid, including export: as last resort of the shut-off plan, the Transmission System Operator shall have the right to proceed to a technical disconnection of part of the main gas Transmission Grid, including export. In the event of a serious disruption of the gas supply, it will be necessary, as a result of the above measures, to interrupt the gas



supply to certain parts of the main gas Transmission Grid and to neighboring countries. Options for disconnecting part of the main gas Transmission Grid are closing shut-off valves in cross-border pipelines or closing them at pressure measuring and control installations or gas distribution stations.

The Transmission System Operator will pursue the following priorities in case of excess of Natural Gas:

1. The Transmission System Operator may interrupt the interruptible capacity on all entry Interconnection Points, according to the Interconnection Point Interruption described in Attachment C.1 of the Access Code - the Operating Procedures
2. The Transmission System Operator may enter a constraint on the Network User's Firm Capacity on one or several Interconnection Points, according to the Interconnection Point Constraint described in Attachment C.1 of the Access Code - the Operating Procedures.

#### **4.3.2. Reporting obligations regarding the Emergency Level**

The Transmission System Operator will inform the Competent Authority and the National Regulatory Authority when the Emergency Level of the Plan for Incident Management has been declared and measures have to be applied.

In addition, the Transmission System Operator will inform the Network Users, End Users and Distribution Grid Operators of the causes and estimated duration of this Emergency Level and the possible consequences for their respective Transmission Services.

The Balancing Operator will also inform the Network Users of their respective Balancing Position during the entire duration of the crisis which will be used to calculate the position and determine the settlements volumes after the recovery phase.

##### Imbalance Constraint on the Belgian Transmission Grid

When there is the necessity to enter an Imbalance constraint and by consequence limiting the Firm Exit Capacity at the Interconnection Points, the Transmission System Operator will send revised "Transporter's Daily Transport Notices" (TDT) to the Network Users with the revised confirmations, according to Attachment C.1 of the Access Code - the Operating Procedures.

##### Installation Point Constraint on the Quality Conversion Point

When there is the necessity to constrain the exit firm capacity at the Quality Conversion Point, Transmission System Operator will send a revised "Transporter's Daily Transport Notice" (TDT) to the Network User with the revised confirmations, according to Attachment C.3 of the Access Code - the Operating Procedures for Quality Conversion Services.

##### Offtake or injection reduction request at a Domestic Point

When there is the necessity to request the End User to reduce its offtake or injection, the Transmission System Operator will send a notice to the End User with its requested offtake reduction, according to the Connection Agreement and Attachment C.2 of the Access Code – the Operating Rules for Interruption and Constraint of End User Domestic Point.

#### End User Domestic Point Constraint

When there is the necessity to constrain the firm capacity at a Domestic Point, Transmission System Operator will send a revised “Transporter’s Daily Transport Notice” (TDT) to the Network User with the revised confirmations, according to Attachment C.2 of the Access Code –the Operating Rules for Interruption and Constraint of End User Domestic Point.

#### Register of interruptions and reductions

When Transmission System Operator decides to interrupt the interruptible capacity or constraint the firm capacity at one or several Interconnection Points, the Quality Conversion Point and/or Domestic Points, the Transmission System Operator keeps track of this constraint in the “register of interruptions and reductions” as specified in Art 90§3 of the Code of Conduct.

#### Register of Incidents in Emergency Level

The Transmission System operator keeps track of the Incidents amounting to Emergency Level.

## **5. Solidarity principle**

In case the Belgian Competent Authority or the competent authority of an adjacent Member State has requested the application of the solidarity mechanism as defined in the Regulation (EU) No 2017/1938, the Transmission System Operator will take all necessary measures to apply this solidarity mechanism with the entire and prompt collaboration of the Distribution System Operators, as it will be defined in the bilateral arrangements between Member States or in the relevant EU Regulation. The Competent Authority is responsible for all the measures that must be taken to respond to such a situation and the Transmission System Operator operates according to the instructions received from the Competent Authority during this period of solidarity.

## **6. Recovery**

When the interruptions and constraints applied are no longer required, the Transmission System Operator shall lift the interruptions and constraints at the concerned point, as described in paragraph 2.4 of the Federal Emergency Plan for Security of Supply of Natural Gas. He will pursue the inverse sequence as applied and will prioritize the sequence of recovery (within each category) according to the most efficient and fastest solution, taking the necessary safety measures and System Integrity c.q. the security of natural gas supply to Protected Customers in particular into account. The Transmission System Operator will

inform the impacted Network Users, End Users and Adjacent Transmission System Operators as described in the operating procedures.

This will also imply that the Balancing Services can be restarted and that the Balancing Operator will restart on the market-based balancing regime. The Transmission System Operator will inform by email and/or Edigas message the Balancing Operator and the Network Users of the moment when the Balancing Services are restarted.

The Balancing Operator and the Transmission System Operator make available to the Competent Authority or any other Authority designated for this purpose by the forthcoming legal text all data that will allow it to reconcile the volumes traded during the crisis and to calculate the settlements in accordance with the neutrality respect.

In addition, the Transmission System Operator will inform the Competent Authority and National Regulatory Authority when the Emergency Level of the Plan for Incident Management has been lifted.



# ACCESS CODE FOR TRANSMISSION



Attachment G: Electronic Data  
Platform

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# 1. Definitions

Unless the context requires otherwise, the definitions set out in the Attachment 3 of the STA apply to this Attachment H. Capitalized words and expressions used in this Attachment H which are not defined in the Attachment 3 of the STA shall have the following meaning:

<i>Administration Setup</i>	Set of tasks relating to the creation, modification or deletion of Users of the Electronic Data Platform linked to a Network User and the allocation of access rights to these Users in accordance with section 2.1.
<i>Electronic Booking System</i>	Part of the Electronic Data Platform provided by the TSO which allows Network User to subscribe Transmission Services.
<i>Electronic Data Platform</i>	The internet application offered by TSO to the Network User under this Attachment on which TSO shall give access to both public and private data and its associated Electronic Booking System through which the Network User can subscribe Transmission Services.
<i>Intellectual Property Rights</i>	Patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.
<i>Single Point Of Contact or SPOC</i>	Network User Representative appointed by the Network User according to procedures set forth in the Standard Transmission Agreement who shall be the contact person between the Network User and the TSO and who is entitled to do the Administration Setup, in accordance with section 2.1.
<i>User</i>	A physical person who represents a Network User and who has access to private data, in accordance with section 2.
<i>Working Hours</i>	From Monday to Friday between 9 am and 6 pm Belgian Local Time, except during bank holidays in Belgium or the TSO's general holiday schedule.

## 2. Access rights

For the avoidance of doubt, TSO grants User that have been registered either as SPOC either by the SPOC, a temporary, personal, non-transferable and non-exclusive right to Users for the use of the Electronic Data Platform for the consultation of data and as the case may be for submitting transmission service requests through the Electronic Booking System based on the combination of one or more of the following access rights, in the framework of the performance of the Standard Transmission Agreement.

### 2.1. Administration rights

Network User shall appoint one or more SPOCs, who shall become Users granted with administration rights in the Electronic Data Platform. For the registration of a SPOC for a specific Network User, TSO requires at least the name, email address and mobile phone number of such person, communicated using the Contact Details Sheet as published on the Fluxys Belgium website appended when filled to the Attachment 1 of the Standard Transmission Agreement.

Once the SPOC is registered, TSO shall send the SPOC its username by email and its password by SMS<sup>1</sup>. As from this moment SPOC is entitled to use the Electronic Data Platform administration tool and execute the Administration Setup of all Users relating to such Network User, by:

- Registering User(s) and their information;
- Password management for Users, including creation, reset or unlock operations;
- Modifying or deleting the information relating to Users;
- Granting or modify granted access rights to Users.

In order to register a new User, SPOC of the Network User shall register at least its name, email address and mobile phone number in the administration tool.

Once the User is registered, TSO shall send the User its username by email and its password by SMS<sup>1</sup>. As from this moment User is entitled to use the Electronic Data Platform and consult private data relating to the Network User, according to the access rights granted to him at that time by the SPOC.

### 2.2. Read rights

A User with read rights is entitled to consult public data and private data relating to such Network User only, published at the Electronic Data Platform of the TSO.

### 2.3. Transaction composing rights

A User with transaction composing rights is entitled to consult and register transaction information through the Electronic Booking System relating to but not limited to the request of transmission service for the account of Network User to TSO.

### 2.4. Transaction validation rights

A User with transaction validation rights is entitled to consult and validate binding transactions through the Electronic Booking System for the account of Network User to TSO.

The Network User guarantees that the User is authorized to legally bind as the case may be the Network User, including but not limited to in accordance with any statutory provision.

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<sup>1</sup> The password is generated by the system and must be changed at first login attempt;

Users with Transaction validation rights will be requested to validate binding transmission service transaction requests through the Electronic Booking System, by using a confirmation code transferred by the TSO via SMS, as detailed in section 3. Only such Users may submit a binding transaction for the account of Network User through the Electronic Booking System.

### 3. Access to the Electronic Data Platform

#### 3.1. Infrastructure

Network User must at its own expense and risk

- a) Apply for and obtain a username and password; and,
- b) Purchase all necessary hardware, software and licenses, if any, for the use of the username, password and the SMS confirmation mechanism for the Electronic Booking System as explained in section 2.

All costs made by the Network User related to the application and administration of the username, password, including but not limited to the Administration Setup, will be paid by the Network User.

TSO will handle the Network User's access request for SPOC and will do its reasonable efforts to grant, as soon as possible, Network User access to its data via the Electronic Data Platform. In principle, access will be granted within ten (10) Business Days as from the access request but this timing is only indicative and is under no circumstances binding towards TSO. If access is granted, TSO will provide the Network User a manual<sup>2</sup> on the use of the Electronic Data Platform, which may be amended from time to time.

The Network User itself must have at its disposal, at its own expense and its own risk, minimum configuration on request of TSO to access the Electronic Data Platform. These requirements are published on website of the TSO and may be modified from time to time, given possible technological evolutions.

#### 3.2. Availability of the Electronic Data Platform

The Electronic Data Platform is accessible through the Internet. In this regard, Network User expressly acknowledges that Internet is an open international network whose characteristics and particularities are well known to it. Network User agrees that TSO will not be held liable for any direct or indirect damage Network User might incur due to the use of the Internet. TSO reserves the right to modify at any time the electronic means of communication used for the services offered through the Electronic Data Platform.

The Electronic Data Platform is intended to be accessible 24 hours per day and 7 days per week, except as otherwise indicated. However, assistance in case of technical problems or unavailability of the Electronic Data Platform for whatsoever reason or the helpdesk will only be assured by TSO during Working Hours. TSO reserves the right at any moment to suspend or otherwise limit the availability of part or all of the Electronic Data Platform from time to time to make all modifications likely to improve or expand its operation or simply to ensure its maintenance. TSO will notify Network User in due time of any change in the Electronic Data Platform or any such unavailability and will use its reasonable endeavours to keep such unavailability to a minimum.

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<sup>2</sup> Such manual will be available on-line with-in the platform and can be sent to Network User upon request.



### 3.3. Availability of the Electronic Booking System

The Electronic Booking System uses a SMS confirmation mechanism. In this regard, Network User expressly acknowledges that the characteristics and particularities of the mobile network are well known to it. Network User agrees that TSO will not be held liable for any direct or indirect damage Network User might incur due to the use of the SMS confirmation mechanism. TSO reserves the right to modify at any time the electronic means of communication used for the services offered through the Electronic Booking System.

The Electronic Booking System is intended to be accessible 24 hours per day and 7 days per week. Assistance in case of technical problems or unavailability of the Electronic Booking System for whatsoever reason or the helpdesk will only be assured by TSO during Working Hours. TSO reserves the right at any moment to suspend or otherwise limit the availability of part or all of the Electronic Booking System from time to time to make all modifications likely to improve or expand its operation or simply to ensure its maintenance. TSO will notify Network User in due time of any change in the Electronic Booking System or any such unavailability and will use its reasonable endeavors to keep such unavailability to a minimum.

The unavailability of the Electronic Booking System, whether or not due to Force Majeure, shall not affect Network User's rights under the STA as Network User can at any time request for Transmission Services via other channels as described in Attachment B – Subscriptions & Allocations.

### 3.4. Access refusal

TSO may block User's access to the Electronic Data Platform at any time with immediate effect, without giving right to compensation and without affecting the Parties' rights and obligations under the STA:

- a) Upon Network User's written request to block or delete an account of a User for whatever reason,
- b) For technical reasons affecting TSO's IT-system; and,
- c) In case of a default or breach by User, not capable of remedy, it being understood that the use of the Electronic Data Platform by User which adversely affects the smooth operation or the image or the reputation of TSO (a.o. undue or fraudulent use of the Data and/or Electronic Data Platform), will be considered as a breach not capable of remedy with respect to the use of the Electronic Data Platform.

## 4. Use of the Electronic Booking System

When the User with transaction validation rights submits a binding transmission service transaction request it triggers an authentication process which requires him to register a code which he will receive via SMS on his mobile phone number indicated in its registered personal information.

In case the requested transmission service is available and in case the authentication process check is completed successfully, the transmission service transaction will be booked automatically within the Electronic Booking System and a confirmation email shall be sent to the User who has submitted the binding transmission service transaction request. In case of failure of the authentication process check, the transmission service transaction request is not treated by the Electronic Booking System and can be re-submitted or cancelled by the User. In case of unavailability of the requested transmission service or in case of needed additional processing of the requested transmission service, the transmission service

transaction will be accepted within the Electronic Booking System and forwarded to TSO commercial services for further analysis.

The TSO has the right to ask the Network User to provide Additional Financial Security in order to comply with the creditworthiness assessment described in the STA. This creditworthiness check can be done after the confirmation in the Electronic Booking System.

The Electronic Booking System allows Network User to view and modify its transmission service transaction request before confirming this request. Network User is solely responsible for checking the accuracy of any transmission service transaction request and therefore:

- a) Network User shall not be allowed to invoke any error after confirmation; and,
- b) Any such error shall not invalidate the request.

At the explicit request of the Network User, a submitted request can be cancelled, subject to the application of a regulated tariff (the cancellation fee) approved by the CREG, for as long as such request for cancellation is made within ten (10) Business Days following the request, that the concerned Transmission Service is not yet in effect and for as long as the Network User can demonstrate an obvious error in the handling of the transaction.

Network User's request by using the Electronic Booking System and any other actions performed under this Attachment, if any, will be logged and stored by TSO for, amongst others:

- a) Monitoring and analysis purposes; and,
- b) Evidence purposes.

TSO will store such information as long as it deems necessary and process such information in accordance with section 8.

## 5. Liability

It is expressly agreed between the Parties that article 10 of Attachment 2 of the STA shall not apply to any liabilities of the Parties arising out of or in connection with this Attachment, and that such liabilities, whether in contract, extra-contractually or otherwise, and their respective extent are set out exhaustively and exclusively in this Attachment and shall apply for any rights, claims or indemnifications to which the other Party and its Affiliates may be entitled to under this Attachment regardless of the circumstances under which they occur.

### 5.1. TSO's liability

TSO makes no warranty that access to or functioning of the Electronic Data Platform will be uninterrupted, timely, secure, effective and reliable or error free, since the provision of the services under this Attachment depends amongst other on the proper functioning of the telecommunications network/internet.

The use of the Electronic Data Platform and the data resulting from it is at the Network User's own discretion and risk. Network User alone is responsible for any damage to its or others' computer system/s, telephone/s, fax or other devices or loss of data from the use of the Electronic Data Platform.

TSO shall make no warranty and will not be liable as to the up-dating, the correctness, the accuracy, or completeness of the data provided on and the good working of the Electronic Data Platform. The User acknowledges that the data may not always be checked and /or

validated by TSO. For the avoidance of doubt, the lack of availability of the Electronic Data Platform will under no circumstances affect Parties' rights and obligations under the STA or with regard to the Services.

TSO will under no circumstances and to the extent permitted by applicable law, be liable to Network User for any direct or indirect, material or immaterial damage, of whatever nature, suffered by Network User, including but not limited to loss of profits, loss of business expectations or opportunities, loss of contracts, damage to third parties or any other consequence that might result from:

- The use and/or the lack of availability of the Electronic Data Platform or the Electronic Booking System in general; or,
- The use and or unavailability of the username, password and SMS confirmation mechanism, except in case of TSO's deliberate fault; or,
- The inaccuracy of data ,or lack of data provided under the Attachment

## 5.2. Network User's liability

The Network User is the sole responsible with regard to use and administration of:

- The data in the administration tool; and
- The Electronic Data Platform in general

The Network User is the sole responsible for the administration, including but not limited to the Electronic Data Platform, revocation, and/or suspension, distribution, circulation, copying of its usernames and passwords, and given access to the content of email and SMS and for the use of its administration tool by all (un)authorised person and /or third parties. Network User must take all appropriate measures to secure its access to the administration tool.

In general, Network User is responsible for maintaining the confidentiality of its usernames, passwords and the content of email and SMS, and data for restricting access to its computers. Network User shall be responsible for all activities that occur under its accounts or passwords.

Network User shall hold harmless and indemnify TSO for any claims by any third party, including the data subject, relating to the use of Network User's usernames, passwords and the content of email and SMS by (un)authorised persons, the transfer of personal data to TSO and in general relating to this Attachment.

## 6. Force majeure

In addition to the provisions set out in article 11 of the STA, events which shall be considered as Force Majeure under this Attachment include but are not limited to hacking or malicious interference of third parties prejudicing the electronic facilities, and/or the Electronic Data Platform of the TSO and software, hardware, telecommunication or other network failures, interruption, disruptions, malfunctions or computer viruses.

In case of Force Majeure leading to the unavailability of the Electronic Data Platform and/or the Electronic Booking System, Network User can at any time request for Transmission Services via other channels as described in Attachment B – Subscriptions & Allocations.

## 7. Intellectual property rights

The Intellectual Property Rights associated with the Electronic Data Platform and/or the Electronic Booking System and its component parts belong exclusively to TSO and/or its licensors. Network User undertakes to respect the concerned rightsholder's intellectual property rights to works, computer software and databases, made available to it, in whatsoever form, with due regard to applicable national and international copyright, software and database protection laws.

## 8. Legislation on the protection of privacy

The operation of its IT-system and the Electronic Data Platform and the execution of other contractual obligations may require that TSO processes personal data (i.e. data relating to Network User's employees using the Electronic Data Platform or applying for access, within the meaning of Belgian and/or European data protection legislation). Where applicable, TSO undertakes to comply with the applicable legal and statutory data protection provisions including the General Data Protection Regulation 2016/679. TSO is dedicated to the fair processing of personal data. The personal data is processed by TSO and/or by TSOs affiliate, in its/their capacity as controller(s), for the following purposes:

- a) Access administration and control of the Electronic Data Platform;
- b) Network User relationship management;
- c) The prevention of abuse and fraud;
- d) For statistical purposes;
- e) For evidence purposes;
- f) To enable TSO to provide Transmission Services; and,
- g) For compliance with its legal and regulatory obligations.

Furthermore, Network User acknowledges and approves that personal data may be communicated to a hosting services provider with whom TSO has made appropriate agreements regarding the protection of personal data. The data subject likewise has the right to consult its personal data by contacting TSO in writing, or, where appropriate, to ask for rectification of the data that concerns it. The data subject also has the right to object to the processing of its personal data, according to applicable data protection legislation. Where applicable, Network User warrants and represents that it will solely communicate personal data to TSO, on having given the data subject the appropriate legal information as regards the data processing; and

as required by applicable data protection legislation, TSO follows adequate security procedures and takes measures to ensure that the personal data processed is not lost, misused, altered, damaged or destroyed or accidentally disclosed to a third party. TSO will not disclose personal data to any other third party unless it is requested to do so by law or regulators.

For more information regarding this processing of personal data by TSO, check <https://www.fluxys.com/en/privacy>.