



## **ACCESS CODE FOR TRANSMISSION**

### **Attachment C.1:**

### **Operating Procedures**

**Table of**

## Contents

<b>TABLE OF CONTENTS</b> .....	<b>1.</b>	<b>SUBJECT, CO</b>
1. Interpretation of Attachment C.1 .....	1.1.	Subject <b>54</b>
1.2. Introduction Application Area .....		<b>54</b>
2.1. Subject .....	1.3.	Definitions and
<b>2.2. APPLICATION AREA</b> .....		<b>GENERAL PROVISIONS</b>
		<b>1210</b>
2.3. Definitions and naming conventions .....	2.1.	Time reference
3. General Provisions .....	2.2.	Transmission p
3.1. Time reference .....	2.3.	Nominations a
3.2. Transmission protocol .....	2.4.	Grid User EDI
3.3. Nominations and matching Procedures .....	2.5.	Company Grid
<b>3.4. GRID USER EDIG@S CODE</b> .....	<b>3.</b>	<b>NOMINATION</b>
3.5. Company Grid User code .....	3.1.	Introduction
4. Nominations 3.2. Process and renominations messages .....		<b>1311</b>
4.3.2.1. Introduction Daily nomination procedures .....		<b>1411</b>
4.2. Single-sided nomination and double-sided nomination on Interconnection Points ...	3.2.2.	Grid User's Daily
4.3. Process and messages .....	3.2.3.	TSO's Daily Conf
4.3.1. Daily nomination procedures .....	3.2.4.	Applicable Renom
4.3.2. Initial nomination on Gas Day d-1 at 14h00 .....	3.2.5.	Applicable Interru
4.3.3. Re-Single sided nomination eye and double sided nomination at Interconnection Points .....		<b>1915</b>
4.3.4. Grid User's Daily Transmission Notice (SDT) .....	3.4.	Single sided no
<b>4.3.5. TSO'S DAILY CONFIRMATION NOTICE (TDT)</b> .....	<b>4.</b>	<b>CONFIRMATI</b>
4.3.6. Applicable Renomination Lead Time .....	4.1.	Capacity rules
4.3.7. Applicable Interruption/Constraint Lead Time .....	4.1.1.	Capacity check
5. Confirmations .....	4.1.2.	Interconnection P
5.1. Capacity rules .....	4.1.3.	End User Domest
5.1.1. Capacity check .....	4.2.	Constraint Man
5.1.4.2.1. Interconnection Point Interruption constraint .....		<b>2318</b>
5.1.3. End User Domestic Exit Point Interruption .....	4.2.2.	Cross Border Del
5.1.4. Application principle in case of an Interruption .....	4.2.3.	End User Domest
5.2. Constraint Management Rules 4. UK gas quality constraint .....		<b>2318</b>
5.2.1. Interconnection Point Constraint .....	4.2.5.	Imbalance constr
5.2.2. Cross Border Delivery Service 6. Constraint management .....		<b>2419</b>
5.2.3. End User Domestic Exit Point Constraint .....	4.2.7.	Allocation princip
5.2.4. UK Gas Quality Constraint .....	4.3.	Matching rules
5.2.5. Imbalance Constraint on the Market Balancing Position .....	4.3.1.	Matching at an In
5.2.6. Constraint Management .....	4.3.2.	Matching at an E
5.2.7. Application principle in case of a constraint .....	4.3.3.	Matching for Hub
5.3. Matching rules .....	4.4.	Balancing rule

4.5.3.1.....	Matching	Reduction rule
5.3.2. Matching at an End User Domestic Exit Point.....	4.6.	Balance check
5.4. Balancing Rule .....	4.7.	Constraint rule
5.5. Reduction Rules .....	4.7.1.	Delivery constrain
6. Physical delivery/offtake obligations relating to a physical transaction .....	4.7.2.	Redelivery constr
7. Allocation Procedure .....	4.7.3.	Settlement for Au
7.1. Gas Allocation Rules .....	4.7.4.	Settlement for Ad
7.1.1. Allocation at the Interconnection Point .....	4.8.	Rounding for F
7.1.2. Allocation at the End User Domestic Exit Point .....	4.8.1.	Delivery and Red
7.1.3. Allocation at the Distribution Domestic Exit Point .....	4.8.2.	Settlement for rou
7.1.4. IMBALANCE SMOOTHING ALLOCATION.....	5.	PHYSICAL DI
7.2. REPORTING .....	6.	ALLOCATION
7.26.1. ....	Process	Gas allocation rules 3529
7.2.2. Hourly Reporting .....	6.1.1.	Allocation at Inte
7.2.3. Monthly Final Allocations .....	6.1.2.	Allocation at the
8. Gas quality .....	6.1.3.	Allocation at the
9. Maintenance Procedures .....	6.1.4.	Allocation for Hu
9.1. General.....	6.2.	Reporting
9.2. Long Term Planned Works I.....	Process	4135
9.3. Short Term Planned Works .....	6.2.2.	Hourly reporting
9.4. Emergency .....	6.2.3.	Monthly Final Al
9.5. REDUCED SERVICE DAYS .....	7.	GAS QUALITY
9.6. ADJUSTMENT OF THE MONTHLY CAPACITY FEE .....	8.	MAINTENAN
9.7. Maintenance on Cross Border Capacity .....	8.1.	Long Term Pla
10. Exchanged Data .....	8.2.	Short Term Pla
11. Contact details .....	8.3.	Emergency
12. ANNEX C1.1 TSO Constraint Notification .....	8.4.	Reduced Servi
13. Annex C1.2 TSO Interruption Notification .....	8.5.	Adjustment of
14. ANNEX C1.3 TSO OFF-SPEC GAS NOTIFICATION.....	8.6.	MAINTENAN
9. EXCHANGED DATA .....		5040
10. CONTACT DETAILS .....		5040

- Annex 1: TSO Constraint Notice
- Annex 2: TSO Interruption Notice
- Annex 3: Quality Deficient Gas Notice

## 1. Subject, content, application area

## **1. Interpretation of Attachment C.1**

In this Attachment:

- ~~all references to a *clause*, unless specified otherwise, are references to a *clause* in this Attachment; references to a *paragraph* are references to a *paragraph* in this Attachment; references to an *attachment*, unless specified otherwise, are references to an *attachment* of the Access Code for Transmission;~~
- ~~all terms and names are to be interpreted according to the list of definitions set out in article 3 of this attachment C.1;~~
- ~~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 this Attachment;~~
- ~~the description of rules, conditions and provisions only relates to the Transmission Services on the Transmission Grid.~~

## **2. Introduction**

### **2.1.1.1. 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 Grid Users, which is required in order to have quantities of Natural Gas (re)~~delivered~~ by the Grid Users at the Interconnection Point(s) and or Domestic Exit Point(s).

### **2.2.1.2. Application Area**

The Operating Procedures is~~are~~ applicable under the Standard Transmission Agreement between the Grid Users and TSO.

### **2.3.1.3. Definitions and naming conventions**

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

*Active Grid User*

shall mean the Grid User who sends the ~~nominations~~Nominations in the process of ~~Single Sided~~single sided Nominations, as provided for in ~~Article~~section ~~3.34.2.1.13.3~~.

*Active TSO*

shall mean the TSO who receives the initial ~~nominations~~Nominations and ~~renominations~~Renominations in the process of ~~Single Sided~~single sided Nominations ~~from the Active Grid User~~, as provided for in ~~Article 4.2.1.1~~section 3.3.

~~Applicable Renomination Lead Time~~

~~Renomination Lead Time that shall be applicable at a specific Interconnection Point or End User Domestic Exit Point as provided for in article~~ Additional Back-up

shall mean the delivery of gas to the Grid User by the TSO after five (5) full hours of Automatic Back-up, in accordance with section 4.7.1.34.7.1.3.6.

Additional Offtake

shall mean the redelivery of gas by the TSO from the Grid User after five (5) full hours of Automatic Offtake, in accordance with section 4.7.2.3.

~~Applicable Interruption/Constraint Lead-Time~~

~~Interruption/Constraint Lead-Time that shall be applicable at a specific~~ shall mean the minimum lead-time the TSO shall apply to inform Grid Users/End Users of any interruption or constraint, at an Interconnection Point or End User Domestic Exit Point as provided for in article 4.3.7., or of a change to the effective values of the Market Threshold(s).

~~Checked Metered Quantities~~ Metered quantities which are checked minimum one time and used for final allocations in accordance with article Applicable Renomination Lead-Time that shall be applicable at a specific Interconnection Point, End User Domestic Exit Point or for a Hub Service as provided for in section 3.2.47.13.2.43.2.4.

~~DDEPMS<sub>h,z,g</sub>~~ Distribution Domestic Exit Points Market Share of a Grid User hourly expressed in percentage, as referred to in section Automatic Back-up

shall mean the delivery of Natural Gas by the TSO in the event of a delivery constraint within the framework of the Zeebrugge Beach Physical Trading Service, in accordance with section 4.7.1.24.7.1.42.

~~End Period~~ Date and Automatic Offtake

shall mean the redelivery of Natural Gas by the TSO in the event of a redelivery constraint within the framework of the Zeebrugge

Beach Physical Trading Service, in accordance with section 4.7.2.2.

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

Delivery shall mean the supply or purchase of Natural Gas by means of Hub Services.

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

Fixed Service Fee for Automatic Back-up and Offtake

Tariff for the last Gas Hour besupplying the Automatic Back-up and Offtake service, applicable, for the first 5 delivery constraints or redelivery constraints per month on the Zeebrugge Beach Physical Trading Service - Regulated Tariff, expressed in €, in accordance with section 4.7.3.4.

Forecasted Grid User's Balancing Position \_\_\_\_\_ Hourly quantity per Grid User per Zone, as provided for in article 5.2.2.3.

$GBP^*_{h,z,g}$  Grid User Balancing Position before settlement – online – hourly quantity per Zone per Grid User, expressed in kWh/h, based on provisional allocation quantities, as provided for in article 8.3.1 of attachment Attachment A.

$GRF_{h,ARS}$  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  $h+1$ .

$I_{DDEP,h,z,g}$  Distribution Domestic Exit Points Imbalance — hourly \_ quantity per Zone per Grid User; expressed in kWh; as referred to in accordance with section 6.1.3.376.1.43.3.

Imbalance Smoothing Allocation \_\_\_\_\_

\_\_\_\_\_ Mechanism where the TSO shall send Imbalance Smoothing Allocations to Grid Users supplying Distribution Domestic Exit Points in accordance with article section 7.1.46.1.3.3.

$IS_{m,z}$  Imbalance Smoothing Allocation --- monthly quantity per Zone, expressed in kWh, as referred to in section 6.1.3.376.1.43.3.

$ISF_{m,z}$  Imbalance Smoothing Allocation Factor daily quantity, expressed in percentage, as referred to in section 7.1.46.1.3.3.

Joint Declaration Notice

Document sent by the Passive Grid User to the Passive TSO, in which it indicates that it authorises a specific Grid User (Active Grid 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 4.34.34.3, that there is a match in Nominations in terms of parties and quantities.

$MBP_{DDEP,DP,d,z}$  Distribution Domestic Exit Points Deep Point ~~daily quantity~~, value per ~~Zone~~ day  $d$ , per zone  $z$ , expressed in kWh; as referred to in section ~~7.1.46.1.3.3~~.

~~Re-nomination~~ ~~Nomination used either in case of changes to the initial nomination, or if the initial nomination has been received after the 14:00 deadline.~~

Mismatch shall mean, in accordance with section 4.34.34.3, 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 bought or sold on the Notional Trading Services by a Grid User and transferred to the Grid User Balancing Position on the ZTP and ZTPL.

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.

Pair of Grid Users

shall mean the pair of Grid Users who exchange gas by means of Hub Services or the pair of Grid Users on either side of an Interconnection Point who transmit Natural Gas via said Interconnection Point.

Passive Grid User ~~Passive Grid User~~ shall mean the Grid User who ~~authorizes~~ authorises the Active Grid User to nominate the capacity in the process of ~~Single~~



~~Sided~~single sided Nominations, as provided for in ~~Article 4.2.1.2~~section 3.3.

~~Passive TSO~~ ~~Passive TSO~~ shall mean the TSO who receives the initial ~~nominations and renominations~~Nominations and Renominations from the Active TSO in the process of ~~Single Sided~~single sided Nominations ~~from the Active TSO~~, as provided for in ~~Article 4.2.1.2~~section 3.3.

#### Priority Reduction List

shall mean the list with which the Grid User can indicate its priorities to the TSO in the event of a constraint (for Wheeling, Zee Platform, OCUC or Direct Line Services). The Grid User can send this list to the TSO for each shipper code per Interconnection Point or End User Domestic Exit Point via its Nominations.

~~$Q_{h,g,ARS,SLP_i}$~~  Hourly Standard Energy Offtake – hourly value per Grid User, per ARS and per SLP Type; expressed in kWh. This is the standard offtake per hour of the SLP End Users, calculated on the basis of the Yearly Standard Energy Offtake and the SLP Curve (as set out in section 6.1.36.1.3).

~~$Q_{y,g,ARS,SLP_i}$~~  Yearly Standard Energy Offtake – yearly value per Grid User, per ARS and per SLP Type; expressed in kWh/year; as received from the DSOs (Distribution System Operators). This is the total offtake per year of the SLP End Users, in relation to a standard year as determined by the DSOs.

Redelivery shall mean the offtake or sale of Natural Gas by means of Hub Services.

#### Reduced Service Days

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.

#### Relevant Grid User

The Grid 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.

Renomination Nomination used either in case of changes to the initial Nomination, or if the initial Nomination was received after 14:00 on d-1.

SDT Grid ~~User's~~User's Daily Transmission Notice - sent by the Grid User to the TSO in accordance with ~~article 4.3.4~~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.

SLP Synthetic Load Profile – consumption profiles used to determine the offtake of SLP End User on the DSO grid without telemetering.

SLP Curve means a curve or table showing the relative consumption of a particular type of SLP End User for each hour of a full year, taking into account various parameters such as day of the week, holiday period, heating period, hourly temperature and average daily temperature. This curve or table is developed by Synergrid and is published on its website.

SLP End User gas consumer on the DSO grid without telemetering, whose offtake is estimated using the SLP Curve.

SLP<sub>h,i</sub> Synthetic Load Profile SLP– hourly value and per SLP Type; as calculated using the SLP Curve.

SLP<sub>i</sub> Type Type of SLP Curve, namely S<sub>31</sub> (non-domestic consumption < 150,000 kWh/year), S<sub>32</sub> (non-domestic consumption ≥ 150,000 kWh/year) and S<sub>41</sub> (domestic).

Start ~~Period~~Time ~~Start Period—Date and Time from First Gas Hour at which a constraint, or an interruption, Applicable Renomination Lead-Time ,... becomes applicable.~~

TDT ~~TSO's~~TSO's Daily Confirmation Notice - sent by the TSO to the Grid User in accordance with ~~article 4.3.5~~section 3.2.3.

TSO Physical Transaction

Trading Platform shall mean a platform, provided by a company, for the anonymous trading of Natural Gas ~~sale or purchase transaction between TSO and~~ which may be a Counterparty of the Grid User.

TSO Constraint Notice

Notice sent by the TSO to the Grid User to inform the Grid User of a constraint of the Confirmed Quantities in accordance with article ~~6.1.1.1.1.~~

TSO Interruption Notice

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

*TSO Constraint Notice*

Notice sent by Physical Transaction

Gas sale or purchase transaction between the TSO to the and Grid User to inform the Grid User of a constraint of the Confirmed Quantities in accordance with [article 5.2.section 55](#).

~~XEA~~<sub>~~h,IP or XP~~</sub>~~TS~~TEM<sub>h</sub> Provisional Telemetered Station Energy Metering – hourly value *h* per telemetered gas consumer on the DSO grid; expressed in kWh; offtake per hour measured by a telemetered installation.

TXEM<sub>h,ARS,g</sub> Provisional Telemetered Exit Energy Metering – hourly value, per ARS and per Grid User; expressed in kWh; offtake per hour measured by telemetered installations.

Variable Service Fee for Automatic Back-up and Offtake

Tariff for supplying the Automatic Back-up and Offtake service, applicable after the first 5 delivery constraints or redelivery constraints on the Zeebrugge Beach Physical Trading Service per month – Regulated Tariff, expressed in €/MWh, in accordance with section [4.7.3.4](#).

XEA<sub>h,g,ARS</sub> Provisional Exit Energy Allocation – hourly value per Grid User and per ARS; expressed in kWh, as referred to in section [66](#).

XEA'<sub>h,g,ARS</sub> Final Exit Energy Allocation – hourly value per Grid User and per ARS; expressed in kWh, as referred to in section [66](#).

XEA<sub>h,IP of XP,g</sub> Exit Energy Allocation – provisional – hourly quantity per Grid User and per Interconnection Point or Domestic Exit Point, as referred to in section [6.1.376.1.3](#).

XEA'<sub>h,IP or XP</sub>XEA'<sub>h,IP of XP,g</sub> Exit Energy Allocation – final – hourly quantity per Grid User and per Interconnection Point or Domestic Exit Point, expressed in kWh, as referred to in section [7.66](#).

XEAi<sub>h,z,g</sub> Imbalance ~~Smoothing~~Smoothing Allocation for Distribution Domestic Exit – provisional – hourly quantity per Grid User per Zone, expressed in kWh, as referred to in section [7.2.66](#).

XEAi<sub>h,z,g</sub>'XEAi'<sub>h,z,g</sub> Imbalance ~~Smoothing~~Smoothing Allocation for Distribution Domestic Exit – final – hourly quantity per Grid User per Zone, expressed in kWh, as referred to in section [6.1.376.1.43](#).

XEM<sub>h,ARS</sub> Provisional Exit Energy Metering – hourly value per Distribution Domestic Exit Point; expressed in kWh.

XEM'<sub>h,ARS</sub> Final Exit Energy Metering – hourly value per Distribution Domestic Exit Point; expressed in kWh.

## 3.2. General Provisions

### 3.1.2.1. Time ~~reference~~references

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

### 3.2.2.2. Transmission protocol

The protocol, to be used by the Grid User and TSO for exchanging Edig@s messages ~~which are~~ 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 ~~the~~ Grid Users can be retrieved sorted by versions on the Edig@s website (<http://www.edigas.org>), more particularly in the guidelines section~~..~~.

### 3.3.2.3. Nominations and matching ~~Procedures~~procedures

The procedures described in ~~article~~section 343 are in line with the EASEE-gas Common Business Practice 2014-001/01 ~~“~~Harmonization of the Nomination and Matching Process for Double-Sided and Single-Sided Nomination~~”~~”.

### 3.4.2.4. Grid User EDIG@S code

The Grid User shall be provided with avarious Grid User EDIG@S ~~two~~ codes for nominations, matching and allocation purposes under the Operating Procedures ~~for~~:

- A code for the utilisation of subscribed ~~Capacity~~capacity services for Entry Services; and Exit Services.
- ~~a different~~A code for the utilisation of subscribed ~~Operational Capacity Usage Commitments~~OCUCs, Wheelings, Zee Platform Services and Direct Lines~~;~~.

~~in accordance with articles 4, 5 and 6 of Attachment A.~~

- A code for the utilisation of Hub Services, if the Grid User has subscribed to Hub Services.
- A code for the identification of Deliveries or Redeliveries from a Trading Platform for the Zeebrugge Beach Physical Trading Service, if the Grid User has subscribed to Hub Services and is also active on a Trading Platform.

### 3.5.2.5. Company Grid User code

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

The Grid 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~~by Fluxys Belgium) in the EDIG@S message.

## 4.3. Nominations and renominations

### 4.1.3.1. Introduction

Notwithstanding the provision of ~~article section 2.232.2~~, if for whatsoever reason, ~~the~~ TSO or the Grid User is prevented from exchanging messages via Edig@s, communication by fax or email ~~will~~shall be used as a temporary fall-back solution. ~~The~~ TSO ~~will use its reasonable endeavours~~shall make every effort to treat these fax or email messages ~~like~~in the same way as if they were sent by Edig@s.

Nominations and ~~renominations~~Renominations should only be sent on Interconnection Points ~~and~~, End User Domestic Exit Points and for Hub Services. Grid Users should not nominate the Distribution Domestic Exit Points.

## ~~4.2. Single sided nomination and double sided nomination on Interconnection Points~~

~~Double sided Nomination refers to the process whereby Grid Users holding contracts at both sides of an Interconnection Point with the respective TSOs submit nominations to each of those TSOs, according the processes described in the remainder of this section 4.2. The nominations on both sides of the Interconnection Point will be matched according to the procedure described under 5.3.1.~~

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

~~Single sided nomination implies to define the roles of the respective Grid Users and TSOs, according to 4.2.1.1 and 4.2.1.2. For single sided nomination, both roles have their specific actions in the nomination procedure. The TSO shall publish on its website (www.fluxys.com) the list of Interconnection points with indication of the role of the TSO at that Interconnection Point, Active or Passive TSO<sup>†</sup>. The Grid User with contractual relationship at the Active TSO will become the Active Grid User and vice versa.~~

~~For double sided nominations both Grid Users shall apply the procedures as described in 4.3.~~

### ~~4.2.1.1. Active Grid User in Single Sided Nomination~~

~~The Active Grid User shall be the party communicating with the Active TSO for the daily nomination procedures.~~

~~The Active Grid User nominates in name of the Passive Grid User, declared by a Joint Declaration Notice to the Passive TSO.~~

<sup>†</sup> ~~Single sided nominations will be made available to Grid Users as from 1 November 2015, provided that the necessary Edig@s messages have been published by Easeeg@s, taking the necessary implementation time, that the Adjacent TSO has developed the capability to support single sided nominations, that both TSOs have agreed upon their respective role, and that the concerned Grid User(s) have indicated their respective roles.~~

~~4.2.1.2. Passive Grid User in Single Sided Nomination~~

~~The Passive Grid User shall declare via a Joint Declaration Notice towards the Passive TSO, which Active Grid User can nominate on the bundled capacities.~~

~~4.3.3.2. Process and messages~~

~~4.3.1.3.2.1. Daily nomination procedures~~

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

~~The Grid User shall communicate to TSO the initial nominations for each Interconnection Point and End User Domestic Exit Point, being the last nomination received by TSO before 14h00 on Gas Day *d*-1 and accepted by TSO. The nominations received after the 14h00 deadline will be buffered until 16h00, the revised nomination being the last nomination received by TSO before 16h00 on Gas Day *d*-1 and accepted by TSO.~~

~~If applicable, the Grid User shall communicate to TSO a re nomination for each Interconnection Point and End User Domestic Exit Point. 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 (initial) nomination.~~

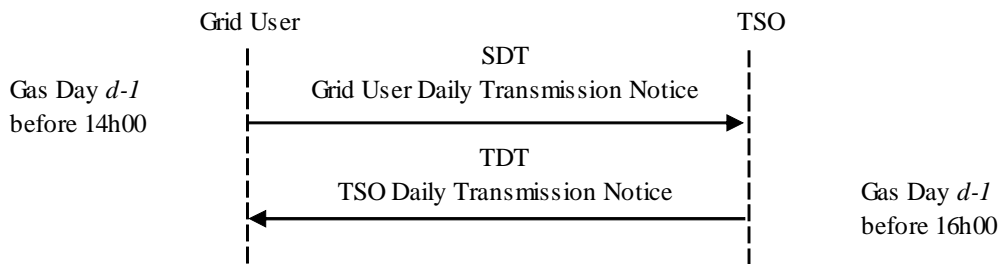
~~In the rest of the Operating Procedures, only the initial nomination will be mentioned.~~

The general Nomination or Renomination procedure consists of four steps:

- ~~The Grid User sends a Grid User's Daily Transmission Notice (an SDT) to the TSO with the nomination~~Nomination for an Interconnection Point ~~or a, an~~ End User Domestic Exit Point or a Hub Service in accordance with ~~article~~section 3.2.24.3.42.2;
- ~~The~~ TSO checks the validity of the message format;
- ~~The~~ TSO computes the Grid ~~User's~~User's hourly Confirmed Quantities of Natural Gas scheduled to be delivered ~~by~~ or redelivered ~~to~~by the Grid User at an Interconnection ~~Points~~ ~~or~~Point, at ~~the~~an End User Domestic Exit ~~Points~~Point or via a Hub Service in accordance with ~~article~~section 454;
- ~~The~~ TSO sends a ~~TSO's Daily Confirmation Notice (TDT)~~ to the Grid User in accordance with ~~article~~section 3.2.34.3.52.3.

~~4.3.2. Initial nomination on Gas Day *d*-1 at 14h00~~

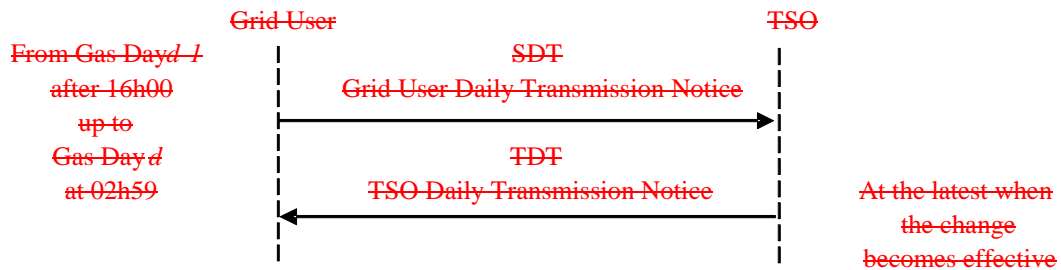
**Initial Nomination on d-1 at 14h00**



The Grid User shall communicate to the TSO the initial nomination can be sent on D-1 until 14:00 Nominations for each Interconnection Points and Point, End User Domestic Exit Points.

**4.3.3. Re-nomination cycle**

**Re-nomination process**

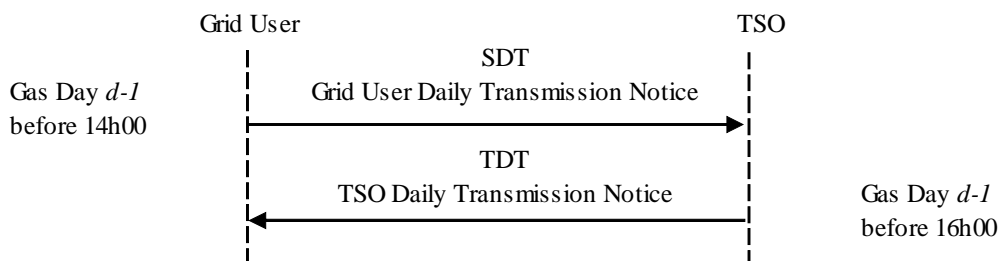


~~The re nomination cycle starting every hour is optional. It is only used in case of changes to the (initial) nomination.~~

**4.3.4. Grid User's Daily Transmission Notice (SDT)**

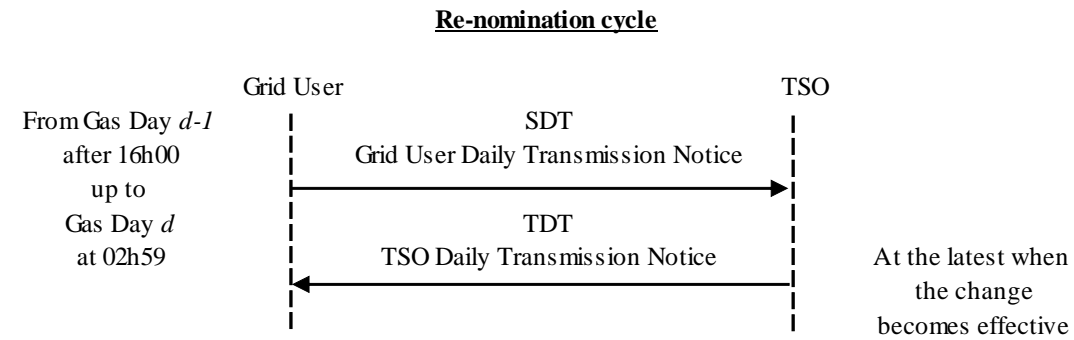
Point or Hub Service. This initial Nomination shall be the last notice shall be issued/received by the TSO before 14:00 on Gas Day d-1 and accepted by the TSO. The TSO shall confirm this initial Nomination by 16:00. This initial Nomination cycle is illustrated below.

**Initial Nomination on d-1 at 14h00**



The Grid 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 Hub 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, Grid Users may renominate

- until 02:59 at Interconnection Points, Domestic Exit Points and for Zeebrugge Beach Physical Trading Services, and
- until 04:29 for Notional Trading Services.

### 3.2.2. Grid User's Daily Transmission Notice (SDT<sup>2</sup>)

The Grid User shall send this notice to the TSO to inform TSO<sup>2</sup> it about the quantities, expressed in kWh/h, to be (re)delivered or redelivered at each an Interconnection Point and, an End User Domestic Exit Point or via a Hub Service for each hour of the Gas Day. At the same time, for matching Matching and allocation Allocation purposes, the Grid User will shall indicate which (coded) upstream or downstream Grid User(s) of Counterparty/Counterparties will make available or offtake Natural Gas at the Interconnection Point or, the End User Domestic Exit Point or via a Hub Service.

On 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.

During The convention for each Hub Service is that:

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



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

A Renomination shall at the Gas Day the earliest and within technical and operational limits become effective after the Grid 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 will 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 will not be taken into account.

The Edig@s notice type of the SDT will be "NOMINT".

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

#### 4.3.5.3.2.3. TSO's TSO's Daily Confirmation Notice (TDT)<sup>3</sup>

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

- The hourly Confirmed Quantities of Natural Gas scheduled to be delivered ~~to~~ or redelivered ~~from~~ by the Grid User at an Interconnection Point ~~or~~, an End User Domestic Exit Point or via a Hub Service, computed in accordance with section 4.54; and,
- For the Interconnection Points, the quantities Processed Quantities which the Adjacent adjacent TSO is able to receive or deliver for such pair of Grid Users, based on the nominations Nomination of the upstream or downstream Grid User of the Pair of Grid Users, and taking Constraints into account (any constraints)
- For the Hub 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 Automatic Back-up quantities or Automatic Offtake quantities on an hourly Processed Quantities basis in accordance with section 4.7;
  - The deadlinesthe Additional Back-up quantities or Additional Offtake quantities on an hourly basis in accordance with section 4.7;
  - the rounding quantities to be delivered or offtaken by the TSO in accordance with section 4.8;
  - the Net Confirmed Title Transfer, i.e. on the ZTP and ZTPL the

<sup>3</sup> The Edig@s notice type of the TDT will be "NOMRES".

quantity of Natural Gas transferred to the Grid User Balancing Position.

~~For the initial Nomination (received via an SDT before 14:00), the deadline for the TSO for sending to send the TDT to the Grid User will be 16h00 on the Gas Day before the delivery Gas Day. Any change after 16h00 shall be 16:00 CET on the Gas Day before the delivery Gas Day during the Gas Day will be confirmed before the re-nomination becomes effective. Gas Day on which the delivery or redelivery is to take place.~~

~~The Edig@s notice type of the TDT will be "NOMRES".~~

~~In the event that the hourly Processed and/or Confirmed Quantities have changed, TSO shall, before the change become effective, issue a revised TSO's Daily Confirmation Notice. In the event that the Grid User issues a revised Grid User's Daily Transmission Notice, TSO shall before the re-nomination becomes effective, issue a revised TSO's Daily Confirmation Notice. TSO shall also issue a revised TSO's Daily Confirmation Notice whenever for any reason; deliveries or off-takes have been adjusted.~~

~~In the event that the Grid User sends a Renomination, the TSO shall issue a revised TDT before the change becomes effective (in accordance with 3.2.43.2.43.2.4).~~

#### 4.3.6.3.2.4. ***Applicable Renomination Lead-Time***

~~The standard Applicable Renomination Lead-Time on all Interconnection Points and End User Domestic Exit Points is shall be the next full hour +2, but except for Notional Trading Services where the standard Applicable Renomination Lead-Time shall be 30 minutes before the hour in question.~~

~~The TSO may reduce this can be decreased by the TSO at lead time for a specific Interconnection Point-, an End User Domestic Exit Point or End User Domestic Exit Point Hub Service after notification by fax to notifying the Grid Users in such case the Applicable Interruption/Constraint Lead Time may also be revised thereof by fax or email. This notification shall specify the Interconnection Point or End User Domestic Exit Point, the Start Period and or Hub Service, as well as the Applicable Renomination Lead-Time / Applicable Interruption/Constraint Lead-Time. As from the specified Start Period, until further notification 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 Interruption/Constraint Renomination Lead-Time shall be applicable on apply to the specified Interconnection Point or End User Domestic Exit Point- or Hub Service.~~

~~For the Net Confirmed Title Transfers (NCTT<sub>h,z</sub>) relating to ZTP or ZTPL Notional Trading Services, the notification is accepted until 30 minutes before the considered hour.~~

#### 4.3.7.3.2.5. ***Applicable Interruption/Constraint Lead-Time***

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

The standard Applicable Interruption/Constraint Lead-Time for a given Gas Hour ~~is~~ shall be 45 minutes after the last possible Renomination ~~cycle~~ for ~~this~~ said Gas Hour<sup>4</sup>.

Nevertheless, in case of ~~modification of a change to~~ the effective ~~value~~ values of the Market Threshold(s), ~~the~~ TSO shall ~~use its reasonable endeavours to give timely notice at least before the Applicable Interruption/Constraint Leadtime~~ make every effort to inform ~~the~~ Grid 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 ~~value~~ values of the Market Threshold(s) shall be communicated through the Grid ~~User's Account Position Form~~ User's account position form as described in ~~article~~ section ~~07.2.2.3~~ ~~06.2.2.3~~.

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

Double sided nomination refers to the process whereby Grid 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 Grid Users (referred to as the Active Grid 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 Grid 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 Grid Users and TSOs to be defined, as described in sections 3.3.1.1 and 3.3.1.2. For single sided nomination, both functions have their specific actions in the nomination procedure. The TSO shall publish on its website (www.fluxys.com/belgium)<sup>5</sup> a list of Interconnection Points with an indication of the role of the TSO at that Interconnection Point (Active TSO or Passive TSO). The Grid User having the contractual relationship with the Active TSO shall be the Active Grid User and vice versa.

For double sided Nominations, both Grid Users shall apply the procedure as described in section 1.13.2.

<sup>4</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 1.1. In accordance with the standard Interruption/Constraint Lead-Time (45 minutes before the last Renomination), the TSO must inform the Grid User of any interruption/constraint by no later than 10:45.

<sup>5</sup> Single sided Nominations will be made available to Grid Users as from 1 November 2015, provided that the necessary Edig@s messages have been published by EASEE-gas, taking into account the necessary implementation time and provided that the Adjacent TSO has developed the resources needed to support single sided Nominations, that both TSOs have agreed upon their respective roles and that the Grid Users concerned have indicated their respective roles.

3.3.1.1. Active Grid User in single sided Nominations

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

3.3.1.2. Passive Grid User in single sided Nominations

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

**3.4. Single sided nominations on a Trading Platform for Notional Trading Services**

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

**5.4. Confirmations**

~~Per Zone (H Zone and L Zone), TSO will maximize~~The TSO shall maximise the total hourly Confirmed Quantities of all Grid Users in the TSO's Daily Confirmation Notice (TDT) with regards to the Grid Users' Nominated Quantities taking into account the Grid Users' Nominated Quantities at the.

For Interconnection Points and ~~at the End User~~ Domestic Exit Points ~~and~~, the Grid Users' Nominated Quantities and the following rules shall be taken into account:

- Capacity rules in accordance with ~~article~~section 4.154.1
- Constraint management rules in accordance with ~~article~~section 1.1.154.2, Matching rules in accordance with sections 4.3.14.3.1 and 4.3.2
- ~~Matching rules in accordance with article 5.3,~~
- Balancing rules in accordance with ~~article~~section 4.454.4, and
- ~~Reductions~~Reduction rules in accordance with section 1.14.5.

For Hub Services, the Grid Users' Nominated Quantities and the following rules shall be taken into account:

- Matching rules in accordance with ~~article~~section 4.3.35-54.3.3
- Balance check on the Zeebrugge Beach Physical Trading Service in accordance with section 4.6
- Curtailment rules and Back-up and Offtake provisions for the Zeebrugge Beach Physical Trading Service in accordance with section 4.7

- Rounding rules in accordance with section 4.8.

#### 5.1.4.1. Capacity rules

##### 5.1.1.4.1.1. Capacity check

~~The TSO performs~~ shall perform, for each Grid User, without prejudice to ~~article 4.5~~ section 3 of Attachment A, for operational purposes, a first hourly capacity check ~~for each Grid User in order, to ensure~~ that the hourly Confirmed ~~quantities~~ Quantities of the Grid User in the ~~TSO's Daily Confirmation Notice is~~ TDT do not ~~exceed~~ exceed the total  $MTSR_{h,IP,g}$  ~~or the total~~  $MTSR_{h,XP,g}$  ~~reduced with (minus the~~ respectively respective  $IMTSR_{h,IP,g}$  ~~and/or~~  $IMTSR_{h,XP,g}$ ) to which the Grid User is entitled ~~to~~.

Without prejudice to ~~article 4.5 of section 3 of~~ Attachment A, in ~~case~~ the event that the Grid User ~~would exceed~~ reaches the limit of its capacity rights ~~on~~ at an Interconnection Point or End User Domestic Exit Point, the TSO shall:

- ~~Use its reasonable endeavours~~ make every effort to give timely notice ~~at least before the Applicable Renomination Leadtime change should take effect~~ to the Grid User, by sending a notification by fax or email stating the Interconnection Point or the End User Domestic Exit Point ~~on~~ at which the Grid User ~~exceeded~~ has reached the limit of its capacity rights, the Nominated Quantity and the capacity rights the Grid User is entitled to, and
- Cap cap the Grid ~~User~~ User's hourly Confirmed Quantities in order not to exceed the capacity rights to which the Grid User is entitled ~~to~~ through the confirmation process ~~as described in this article 5.5.~~

##### 5.1.2.4.1.2. Interconnection Point Interruption interruption

The sequence of interruption of the Interruptible or Backhaul capacity ~~will~~ shall be ~~based upon~~ determined firstly by the contractual timestamp (the time of subscription) of the respective Interruptible or Backhaul capacity

Transmission Service. Interruptible or Backhaul Transmission Services which were contracted earlier ~~will~~ shall be interrupted later. Interruptible or Backhaul capacity (with the same contractual timestamp) ~~contracted at the same time will~~ shall be interrupted pro rata.

In case of partial or total interruption of the ~~interruptible~~ Interruptible or ~~backhaul~~ Backhaul capacity, ~~as the case may be, is necessary,~~ the TSO shall:

- ~~Use its reasonable endeavours~~ make every effort to give timely notice ~~at least~~ before the Applicable Interruption/Constraint ~~Leadtime~~ Lead-Time for each hour of the relevant Gas Day about the reduced availability of the interruptible or backhaul capacity rights ~~on~~ at the Interconnection Point by sending a "TSO's TSO Interruption Notice" by fax or email to the Grid Users specifying the Interruption interruption Start Period Time, the Interruption interruption End Period Time, the ~~concerned~~ Interconnection Point concerned, the cause ~~(causes)~~ (s) of the interruption, the direction and the remaining interruptible or

backhaul capacity-;

- ~~Apply~~ apply an Interconnection Point ~~Interruption~~ interruption by reducing accordingly the Grid ~~Users~~ Users' interruptible or backhaul capacity ~~on~~ at the ~~concerned~~ Interconnection Point- concerned;
- ~~Send if necessary, send~~ a new TDT to notify the Grid Users of the revised hourly Confirmed Quantities at the Interconnection Point(s) in accordance with the confirmation process as described in this ~~article~~ section 3.2.353.2.3 ~~if necessary-.~~

Before the ~~Interruption~~ interruption End Time, the TSO shall ~~use its reasonable endeavours~~ make every effort to issue a revised “~~TSO’s~~ TSO Interruption Notice” in order to ~~modify~~ amend the ~~Interruption~~ interruption End Time and/or the interrupted capacity.

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

#### 5.1.3.4.1.3. ~~End User Domestic Exit Point~~ Interruption

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

#### ~~5.1.4.~~ Application principle in case of an Interruption

~~In case of interruption, the reduced available interruptible or backhaul capacity shall be distributed over the Grid Users in the same proportion as the subscribed MTSR<sub>i</sub> or MTSR<sub>b</sub> of all the relevant Grid Users.~~

#### 5.2.4.2. Constraint Management Rules

Five different types of constraints ~~could~~ can be defined:

- Interconnection Point ~~Constraint~~ constraint
- Cross Border Delivery Service ~~Constraint~~ constraint
- End User Domestic Exit Point ~~Constraint~~ constraint
- UK ~~Gas Quality Constraint~~ gas quality constraint, and

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- Imbalance ~~Constraint~~constraint on the ~~Market Balancing Position~~market balancing position.

**5.2.1.4.2.1. ~~Interconnection Point~~ Constraintconstraint**

An Interconnection Point ~~Constraint~~constraint is ~~an (un)a~~ planned or unplanned event for a ~~given~~ limited period during which some contractual obligations cannot be met, ~~that causes~~causing the available hourly capacity to be less than the sum of the Grid ~~Users' Users'~~ hourly Confirmed Quantities ~~and~~. This situation shall result in a revision of the hourly Confirmed Quantities ~~on~~at the Interconnection Point ~~on~~to which the ~~Interconnection Point Constraint has been put~~constraint applies.

**5.2.2.4.2.2. ~~Cross Border Delivery Service~~ Constraintconstraint**

A Cross Border Delivery Service ~~Constraint~~constraint is ~~an (un)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 ~~and whereby causes~~, 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 Grid ~~Users' Users'~~ hourly Confirmed Quantities. This ~~event leads to~~situation shall result in a revision of the hourly Confirmed Quantities ~~on~~at the Interconnection Point ~~on~~to which the Cross Border Delivery Service ~~Constraint has been put~~constraint applies.

**5.2.3.4.2.3. ~~End User Domestic Exit Point~~ Constraintconstraint**

~~A Constraint on an~~An End User Domestic Exit Point constraint is ~~an (un)a~~ planned or unplanned event for a ~~given~~ limited period during which the TSO ~~requests the End User to reduce its offtake and that causes~~reduces the Grid ~~User's User's~~ available hourly capacity to ~~be less than~~below the Grid ~~User's User's~~ hourly Confirmed Quantities ~~on~~at the End User Domestic Exit Point ~~and~~(in which case the TSO shall also ask the End User concerned to reduce its offtake). This situation shall result in a revision of the hourly Confirmed Quantities ~~on~~at the End User Domestic Exit Point ~~on~~to which the constraint ~~has been put~~is applied in accordance ~~to~~with Attachment C.2.

**5.2.4.4.2.4. ~~UK Gas Quality Constraint~~gas quality constraint**

A UK ~~Gas Quality Constraint~~gas quality constraint is an event for a given limited period during which; part or all of the Non UK Compliant Exit at IZT and/or Zeebrugge Beach can be interrupted by the TSO ~~and that causes~~, causing the Grid ~~User's User's~~ available hourly capacity to be less than the Grid ~~User's User's~~ hourly Confirmed Quantities in accordance ~~to Article 7 of~~with Attachment A.

**5.2.5.4.2.5. ~~Imbalance Constraint~~constraint on the ~~Market Balancing Position~~market balancing position**

An ~~Imbalance Constraint~~imbalance constraint on the ~~Market Balancing Position~~market balancing position is ~~an (un)a~~ planned or unplanned event for a given limited

period during which the Market Balancing Position ~~Forecast in accordance with article 7.2.2.3 shall be constraint forecast is reduced~~ to a specific level in order to safeguard the ~~System Integrity of the System~~ in ease of shortage the event of a Natural Gas ~~shortage (see Attachment F)~~.

This ~~Imbalance Constraint~~ imbalance constraint on the ~~Market Balancing Position~~ market balancing position for a given hour shall:

- ~~Shall be applied pro-rata~~ divided between the Grid Users with a negative Forecasted Grid ~~User's~~ User Balancing Position ~~on~~ at the same hour ~~proportional in proportion~~ to the hourly Confirmed Quantities ~~on~~ at the Interconnection Points in the ~~negative exit~~ direction, (negative Nominations), excluding the Quality Conversion ~~Installations~~ Installation Point, and
- ~~Shall~~ result in a revision of the hourly Confirmed Quantities ~~on~~ at different Interconnection Points.

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

#### 5.2.6.4.2.6. Constraint Management

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

- ~~Use its reasonable endeavours~~ make every effort to give timely notice ~~–~~ – at least before the Applicable Interruption/Constraint ~~Leadtime~~ Lead-Time ~~–~~ to the Grid Users, of the particular constraint by sending a “TSO’s ~~TSO~~ TSO Constraint Notice” in accordance with ~~article~~ this section 454 by fax or email to the Grid Users specifying the ~~Constraint~~ constraint Start ~~Period~~ Time, the ~~Constraint~~ constraint End ~~Period~~ Time, the Interconnection Point concerned ~~Interconnection Point~~, the direction and the remaining capacity;
- ~~Will~~ apply a constraint ~~on~~ to the ~~related~~ concerned Interconnection Point, ~~that which~~ concerned or the Market Balancing Position ~~that which~~ concerned limits the total hourly Confirmed Quantities of the affected Grid Users;
- ~~Send if necessary, send~~ a new TDT to notify the Grid Users of the revised hourly Confirmed Quantities at the Interconnection Point(s) in accordance with the confirmation process as described in this ~~article~~ section 454 if necessary. Before the ~~Constraint~~ constraint End ~~Period~~ Time, the TSO may issue a revised “TSO’s ~~TSO~~ TSO Constraint Notice” in order to ~~modify~~ amend the ~~Constraint~~ constraint End Time and/or the remaining capacity.

#### 5.2.7.4.2.7. Application Allocation principle in case of a constraint

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In ~~ease~~ the event of an Interconnection Point ~~Constraint~~ constraint, a Cross Border Delivery Service ~~Constraint~~, ~~an End User Domestic Exit Point Constraint~~ constraint, a UK ~~Gas Quality Constraint~~ gas quality constraint or an Imbalance ~~Constraint~~ constraint on the Market Balancing Position, the confirmation process described in this ~~article 5 will maximize~~ section shall maximise the total hourly Confirmed Quantities of all Grid Users taking into account the applicable constraint(s) and ~~will~~ shall distribute the available ~~confirmation level over capacity between~~ the Grid Users being in equivalent situation pro-rata ~~of~~ to their requested use of the ~~related~~ point. ~~TSO is under no obligation to justify its decisions in respect of the confirmation process vis à vis the Grid User concerned.~~

### **5.3.4.3. Matching rules**

#### **5.3.1.4.3.1. Matching at an Interconnection Point**

##### **5.3.1.1.4.3.1.1. Matching at an Interconnection Point which is not of type a Quality Conversion Installation Point**

~~There will be a verification procedure~~ Nominations at an Interconnection Point which is not a Quality Conversion ~~Point~~ Installation Point shall be subject to a verification procedure. This verification procedure is ~~executed in order~~ performed to check whether:

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

~~In case~~ If the same ~~pair~~ Pair of Grid Users is notified and the quantities are equal, then there is a Match, and the ~~matched quantities will~~ Confirmed Quantities shall be the nominated quantities.

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

If the ~~pair~~ Pair of Grid Users is not the same, then there is a Mismatch, in. In this case, the ~~matched quantities will~~ Confirmed Quantities shall be zero.

##### **5.3.1.2.4.3.1.2. Matching at ~~an Interconnection Point of type a~~ Quality Conversion Installation Point**

The matching procedure in accordance with ~~article 7.2 of attachment~~ Attachment C.3 shall apply for ~~nominations~~ Nominations at the Quality Conversion Installation Point.

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

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

#### 4.3.3. Matching for Hub Services

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

- the Counterparties identified in the Grid User's SDT, to which the Grid User delivers quantities of Natural Gas or from which the Grid User receives Natural Gas, are the same as the Counterparties nominating said quantities of Natural Gas for receipt from or delivery to the Grid User;
- the nominated hourly quantities of Natural Gas which the Grid 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. For Matching on the Zeebrugge Beach Physical Trading Service, account shall be taken of any hourly quantities of energy nominated by the Grid User having capacity in the Transmission Grid for the Zeebrugge Beach Physical Trading Service.

There is a Match if the above two conditions are fulfilled.

If either of the above conditions is not fulfilled, there is a Mismatch.

##### 4.3.3.1. Confirmed Quantities in the event of a Match

In the event of a Match, the Confirmed Quantities shall be equal to the nominated quantities.

##### 4.3.3.2. Confirmed Quantities in the event of Mismatch for Notional Trading Services

In the case of Nominations for Notional Trading Services, if there is a Mismatch based on the first condition above (i.e. the Pair of Grid Users is not the same), then the Confirmed Quantities shall be zero.

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

##### 4.3.3.3. Confirmed Quantities in the event of Mismatch for the Zeebrugge Beach Physical Trading Service

If there is a Mismatch on a Renomination for the Zeebrugge Beach Physical Trading Service and said Mismatch is not offset by rounding quantities (see section 4.8), the previous Nomination for which there was a Match shall continue to apply. This means that the SDT for the Zeebrugge Beach Physical Trading Service, for which the Nominations have been matched, is the applicable SDT and that any subsequent Renomination from the parties for which the Nominations have been matched shall only become applicable when the TSO confirms a new Match. Any new Match shall replace the previous Match.

If there is no previous Match, and unless the Mismatches are offset by rounding quantities, the Confirmed Quantities shall be zero in the event of a Mismatch.

#### 5.4.4.4. Balancing Rule

In case of ~~nominations~~Nominations on services of the type Wheeling, Zee Platform, ~~Operational Capacity Usage Commitment~~OCUC or Direct Line Services, the confirmation process described in ~~article~~section 4.54 ~~will~~shall respect the balancing rule that for each hour the sum of the confirmations of the Grid Users at both Interconnection Points ~~onto~~ which the Wheeling, Zee Platform, ~~Operational Capacity Usage Commitment~~ or OCUC is applicable, or at the Interconnection Point and the Domestic Exit Point ~~for~~in the case of a Direct Line Service, ~~is applicable~~ shall be equal with an opposite sign. ~~In~~If this is not the case of ~~“imbalanced”~~, a reduction ~~will~~shall take place in accordance with ~~article~~section 5.51.14.5.

#### 5.5. ~~Reduction Rules~~

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

~~The~~ TSO shall ~~use~~apply the ~~“lesser-of” rule~~principle, which means that ~~in case~~if ~~the nominated quantity~~ at an Interconnection Point or ~~at~~ an End User Domestic Exit Point, ~~the nominated quantity~~ 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.

In order to respect the balancing principle applicable to Wheeling, Zee Platform, ~~Operational Capacity Usage Commitment~~OCUC and Direct Line Services as described in ~~article~~section 4.454.4, and, without prejudice to the capacity rule, constraint management rule or matching rule, ~~the~~ TSO shall ~~use~~apply the ~~“lesser-of” rule~~principle, which means that ~~in case~~if ~~the nominated quantity~~ at an Interconnection Point or ~~at~~ an End User Domestic Exit Point, ~~the nominated quantity~~ 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.

~~Each Grid User has the possibility to send for~~ For Wheeling, Zee Platform, ~~Operational Capacity Usage Commitment~~OCUC or Direct Line Services ~~to~~, ~~each Grid User can send the~~ TSO its ~~priority reduction list~~Priority Reduction List for each shipper code per Interconnection Point or End User Domestic Exit Point through its ~~nominations~~Nominations using Edig@s version 4 or higher.

For a Grid User, insofar as there are several equivalent possible solutions complying with the capacity, constraint management and matching rules as described in ~~article~~this section 4.54, and which also respect the Balancing Rules, ~~the~~ TSO ~~will~~shall take ~~this priority reduction list~~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) ~~has to~~must be reduced first ~~to respect the Balancing Rule~~.

There are 20 priority levels available (from 1 to 20), ~~the~~. 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 ~~on~~at different Interconnection ~~Point(s)~~Points or End User Domestic Exit ~~Point(s)~~Points, this ~~result~~shall result in a proportional reduction of these shipper codes at ~~these~~said Interconnection Point(s) or End User Domestic Exit

Point(s). ~~The~~ Zeebrugge Beach shall always be the last Interconnection Point to be reduced. If no priority order is communicated on the last ~~nomination~~Nomination, the ~~nomination will~~Nomination shall be treated by default as a ~~nomination~~Nomination with a priority level of ten (10).

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

#### **4.6. Balance check on the Zeebrugge Beach Physical ~~delivery~~/Trading Service**

For the Zeebrugge Beach Physical Trading Service, the Grid User's position must be in balance every hour. Consequently, the sum of the nominated Deliveries must be equal to the sum of the nominated Redeliveries every hour. There is therefore a "balance" if the above-mentioned sums are equal and an "imbalance" if they are not. This balance check shall be performed by the TSO.

The TSO shall use the received SDTs to perform the balance check. If there is an imbalance for one or more hours of a Gas Day, the SDT shall be rejected. In such a case, the Grid User shall be informed thereof as soon as possible (no later than one hour after the SDT was received).

As soon as the Grid User is informed by the TSO that an SDT has been rejected, the Grid User may issue a new SDT in accordance with section [3.2.2](#).

#### **4.7. Constraint rules and Back-up and Offtake provisions for the Zeebrugge Beach Physical Trading Service**

This section describes the consequences of a constraint of the supply or offtake of Natural Gas on the Zeebrugge Beach Physical Trading Service. Such a constraint is a planned or unplanned event for a limited period during which some contractual obligations cannot be met, causing the available hourly capacity, from or to Zeebrugge Beach, to be less than the sum of the Grid Users' hourly Confirmed Quantities. This situation shall result in a revision of the Confirmed Quantities of Natural Gas supplied to or offtaken from Zeebrugge Beach and a revision of the Confirmed Quantities on the Zeebrugge Beach Physical Trading Service.

##### **4.7.1. Delivery constraint on the Zeebrugge Beach Physical Trading Service**

###### 4.7.1.1. General

- a) When a constraint is applied to deliveries to a Grid User on Zeebrugge Beach, the TSO shall reduce the Redeliveries of Natural Gas from said Grid User on Zeebrugge Beach Physical Trading Service, unless Automatic or Additional Back-up is delivered in accordance with sections [4.7.1.2](#) and [4.7.1.3](#).
- b) Subsequently, the Deliveries of Natural Gas to each Grid User that is a receiving Counterparty to the Grid User under section a) shall become equal to the Grid User's Redeliveries to said Counterparty under section a).

- c) This constraint rule shall be applied to each Grid User on the Zeebrugge Beach Physical Trading Service which is a receiving counterparty to a Grid User affected by the constraint referred to in a) and b).

#### 4.7.1.2. Automatic Back-up

When a constraint is applied to deliveries to a Grid User on Zeebrugge Beach, whereby said Grid User delivers gas on the Zeebrugge Beach Physical Trading Service, the TSO shall make reasonable efforts to deliver quantities of Natural Gas to the Grid User such that the Grid User's Delivery on the Zeebrugge Beach Physical Trading Service can remain unchanged (and the delivery constraint as described in section 4.7.1.1 does not need to be applied), up to a maximum of five (5) full hours.

As soon as the constraint situation changes or stops, the TSO shall adjust or remove the Automatic Back-up quantities.

If the TSO is unable to source enough Natural Gas to keep the Grid Users' Deliveries whole, the TSO shall reduce the time during which Automatic Back-up quantities are delivered rather than reducing the level of Automatic Back-up quantities over the maximum period during which Automatic Back-up quantities can be delivered.

#### 4.7.1.3. Provision of Additional Back-up

The TSO has the right to deliver Additional Back-up after the maximum of five (5) full hours of Automatic Back-up in order to keep the Grid User's Deliveries whole.

As soon as the delivery constraint on the Zeebrugge Beach Physical Trading Service changes or stops, the TSO shall adjust or stop the delivery of Additional Back-up quantities.

### 4.7.2. Redelivery constraint on the Zeebrugge Beach Physical Trading Service

#### 4.7.2.1. General

- a) When a constraint is applied to redeliveries from a Grid User on Zeebrugge Beach, the TSO shall reduce said Grid User's Deliveries on the Zeebrugge Beach Physical Trading Service, unless Automatic or Additional Offtake is delivered in accordance with sections 4.7.2.2 and 4.7.2.3.
- b) Subsequently, the Redeliveries of Natural Gas to each Grid User that is a delivering Counterparty to the Grid User under section a) shall become equal to the Grid User's Deliveries to said Counterparty under section a).
- c) This constraint rule shall be applied to each Grid User on the Zeebrugge Beach Physical Trading Service which is a delivering counterparty to a Grid User affected by the constraint referred to in a) and b).

#### 4.7.2.2. Automatic Offtake

When a constraint is applied to redeliveries from a Grid User on Zeebrugge Beach, whereby said Grid User redelivers gas on the Zeebrugge Beach Physical Trading Service, the TSO shall make reasonable efforts to offtake quantities of Natural Gas from the Grid User such that the Grid User's Redelivery on the Zeebrugge Beach Physical Trading Service can remain unchanged (and the redelivery constraint as described in section 4.7.2.1 does not need to be applied), up to a maximum of five (5) full hours.

As soon as the constraint situation changes or stops, the TSO shall adjust or remove the Automatic Offtake quantities.

If the TSO is unable to sell enough Natural Gas to keep the Grid Users' Redeliveries whole, the TSO shall reduce the time during which Automatic Offtake quantities are delivered rather than reducing the level of Automatic Offtake quantities over the maximum period during which Automatic Offtake quantities can be delivered.

#### 4.7.2.3. Provision of Additional Offtake

The TSO has the right to deliver Additional Offtake after the maximum of five (5) full hours of Automatic Offtake in order to keep the Grid User's Redeliveries whole.

As soon as the redelivery constraint on the Zeebrugge Beach Physical Trading Service changes or stops, the TSO shall adjust or stop the delivery of Additional Offtake quantities.

### 4.7.3. Settlement for Automatic Back-up and Offtake

#### 4.7.3.1. General

For the delivery of Automatic Back-up and Offtake, the TSO shall invoice the following terms:

- the costs incurred by the TSO for the purchase of Natural Gas for Automatic Back-up (positive value, to be paid to the TSO by the Grid User, and as specified in Attachment A, included in the COM Invoice)
- the revenue generated by the TSO from the sale of Natural Gas for Automatic Offtake (negative value, to be paid to the Grid User by the TSO, and as specified in Attachment A, included in the COM Self-billing Invoice)
- the Service Fees for Automatic Back-up and Offtake (positive value, to be paid to the TSO by the Grid User, and as specified in Attachment A, included in the COM Invoice).

#### 4.7.3.2. Costs incurred by the TSO for the purchase of Natural Gas for Automatic Back-up

The costs incurred by the TSO for the purchase of Natural Gas for Automatic Back-up shall be equal to the sum, for each Gas Day of the Month in question, of the price of Natural Gas for Automatic Back-up, expressed in EUR/MWh, multiplied by the Automatic Back-up quantities delivered during said Gas Day.

The price of Natural Gas for Automatic Back-up, expressed in EUR/MWh, for a Gas Day, shall be equal to:

- a) The weighted average purchase price, expressed in EUR/MWh, paid by the TSO for the purchase of Natural Gas for Automatic Back-up for said Gas Day.
- b) It is understood that, if the TSO did not buy any Natural Gas for Automatic Back-up on said Gas Day, the Natural Gas price charged for Automatic Back-up for said Gas Day shall, without prejudice to paragraph c of this section, be equal to the last Automatic Back-up price



set in accordance with paragraph a of this section.

- c) The TSO shall make every effort to obtain an Automatic Back-up quantity on the best market conditions available and in any case the applicable price of Natural Gas for Automatic Back-up shall not exceed 135% of the Gas Price for that Gas Day, last published prior to the Gas Day on which the Automatic Back-up started. The price of Natural Gas for Automatic Back-up, calculated in line with the above, shall be published by the TSO on its website on the Working Day after the Gas Day on which the Automatic Back-up started.

#### 4.7.3.3. Revenue generated by the TSO from the sale of Natural Gas for Automatic Offtake

The revenue generated by the TSO from the sale of Natural Gas for Automatic Offtake shall be equal to the sum, for each Gas Day of the Month in question, of the price of Natural Gas for Automatic Offtake, expressed in EUR/MWh, multiplied by the Automatic Offtake quantities delivered during said Gas Day.

The price of Natural Gas for Automatic Offtake, expressed in EUR/MWh, for a Gas Day, shall be equal to:

- a) The weighted average sale price, expressed in EUR/MWh, received by the TSO for the sale of Natural Gas for Automatic Offtake for said Gas Day.
- b) It is understood that, if the TSO did not sell any Natural Gas for Automatic Offtake on said Gas Day, the Natural Gas price charged for Automatic Offtake for said Gas Day shall, without prejudice to "c)" of this section, be equal to the last Automatic Offtake price set in accordance with "a)" of this section.
- c) The TSO shall make every effort to obtain an Automatic Offtake quantity on the best market conditions available and in any case the applicable price of Natural Gas for Automatic Offtake shall not be lower than 65% of the Gas Price for that Gas Day, last published prior to the Gas Day on which the Automatic Offtake started. The price of Natural Gas for Automatic Offtake, calculated in line with the above, shall be published by the TSO on its website on the Working Day after the Gas Day on which the Automatic Offtake started.

#### 4.7.3.4. Service Fee for Automatic Back-up and Offtake

The Automatic Back-up and Offtake Service Fee payable by the Grid User for a given Month shall be equal to the sum of the amounts payable for each delivery constraint or redelivery constraint on the Zeebrugge Beach Physical Trading Service during said Month. For each delivery constraint or redelivery constraint on the Zeebrugge Beach Physical Trading Service, the amount payable shall be the greater of:

- (i) the Fixed Service Fee for Automatic Back-up and Offtake, limited to 5 delivery or redelivery constraints per month, after which said Fixed Service Fee shall be made equal to 0 (zero);
- (ii) the Variable Service Fee for Automatic Back-up and Offtake, multiplied by respectively every MWh Automatic Back-up which has been delivered by the TSO or every MWh Automatic Offtake which has been offtaken by the TSO during a delivery constraint or redelivery

constraint.

#### 4.7.4. Settlement for Additional Back-up and Offtake

##### 4.7.4.1. General

For the delivery of Additional Back-up and Offtake, the TSO shall invoice the following terms:

- the costs incurred by the TSO for the purchase of Natural Gas for Additional Back-up (positive value, to be paid to the TSO by the Grid User, and as specified in Attachment A, included in the COM Invoice)
- the revenue generated by the TSO from the sale of Natural Gas for Additional Offtake (negative value, to be paid to the Grid User by the TSO, and as specified in Attachment A, included in the COM Self-billing Invoice).

##### 4.7.4.2. Costs incurred by the TSO for the purchase of Natural Gas for Additional Back-up

The costs incurred by the TSO for the purchase of Natural Gas for Additional Back-up shall be equal to the sum, for each Gas Day of the Month in question, of the price of Natural Gas for Additional Back-up, expressed in EUR/MWh, multiplied by the Additional Back-up quantities delivered during said Gas Day.

The price of Natural Gas for Additional Back-up, expressed in EUR/MWh, for a Gas Day, shall be equal to:

- d) The weighted average purchase price, expressed in EUR/MWh, paid by the TSO for the purchase of Natural Gas for Additional Back-up for said Gas Day.
- e) It is understood that, if the TSO did not buy any Natural Gas for Additional Back-up on said Gas Day, the Natural Gas price charged for Additional Back-up for said Gas Day shall, without prejudice to "c)" of this section, be equal to the last Additional Back-up price set in accordance with "a)" of this section.
- f) The TSO shall make every effort to obtain an Additional Back-up quantity on the best market conditions available and in any case the applicable price of Natural Gas for Additional Back-up shall not exceed 135% of the Gas Price for that Gas Day, last published prior to the Gas Day on which the Additional Back-up started. The price of Natural Gas for Additional Back-up, calculated in line with the above, shall be published by the TSO on its website on the Working Day after the Gas Day on which the Additional Back-up started.

##### 4.7.4.3. Revenue generated by the TSO from the sale of Natural Gas for Additional Offtake

The revenue generated by the TSO from the sale of Natural Gas for Additional Offtake shall be equal to the sum, for each Gas Day of the Month in question, of the price of Natural Gas for Additional Offtake, expressed in EUR/MWh, multiplied by the Additional Offtake quantities delivered during said Gas Day.



The price of Natural Gas for Additional Offtake, expressed in EUR/MWh, for a Gas Day, shall be equal to:

- d) The weighted average sale price, expressed in EUR/MWh, received by the TSO for the sale of Natural Gas for Additional Offtake for said Gas Day.
- e) It is understood that, if the TSO did not sell any Natural Gas for Additional Offtake on said Gas Day, the Natural Gas price charged for Additional Offtake for said Gas Day shall, without prejudice to "c)" of this section, be equal to the last Additional Offtake price set in accordance with "a)" of this section.
- f) The TSO shall make every effort to obtain an Additional Offtake quantity on the best market conditions available and in any case the applicable price of Natural Gas for Additional Offtake shall not be lower than 65% of the Gas Price for that Gas Day, last published prior to the Gas Day on which the Additional Offtake started. The price of Natural Gas for Additional Offtake, calculated in line with the above, shall be published by the TSO on its website on the Working Day after the Gas Day on which the Additional Offtake started.

#### **4.8. Rounding for Hub Services**

##### **4.8.1. Delivery and Redelivery Mismatch**

If for a given hour the nominated hourly Natural Gas quantities which the Grid User is to receive or deliver via a Hub Service differ by less than 278 kiloWatt hours, in either a positive or negative direction, from the nominated hourly Natural Gas quantities which the relevant Counterparty is to deliver or receive, the difference (rounding quantity) shall be delivered or offtaken by the TSO.

##### **4.8.2. Settlement for rounding**

###### 4.8.2.1. General

The settlement for the rounding performed by the TSO for Hub Services shall be calculated as:

- the rounding quantities delivered to the Grid User by the TSO, if any, in any given Month multiplied by the monthly average of the Gas Prices for each Day of the Month in question, minus
- the rounding quantities offtaken by the TSO from the Grid User, if any, in any given Month multiplied by the monthly average of the Gas Prices for each Day of the Month in question.

The rounding settlements shall be payable by the Grid User to the TSO when positive (in which case they are included in the COM Invoice, as specified in Attachment A) and shall be payable by the TSO to the Grid User when negative (in which case they are included in the COM Self-billing Invoice, as specified in Attachment A).

**6.5. Physical delivery/redelivery obligation relating to a physical transaction**

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

For a sale transaction from Grid User to TSO, the Grid User shall:

- simultaneously deliver the quantities of gas relating to suchsaid transaction at any Interconnection Point in the ~~concerned~~specific Zone by increasing ~~consequently~~accordingly its ~~matched~~confirmed entry ~~nominations~~Nominations at suchsaid Interconnection Point, or;
- simultaneously and for the quantities of gas relating to suchsaid transaction, decrease its ~~offtakes~~offtake at any Interconnection Point or End User Domestic Exit Point ~~of the concerned Zone by decreasing consequently its matched exit nominations at such Interconnection Point or shall cause the concerned End User to decrease consequently its gas offtakes;~~in the specific Zone.

For a purchase transaction from Grid User to TSO, the Grid User shall:

- simultaneously ~~offtake~~reduce the quantities of gas relating to suchsaid transaction at any Interconnection Point in the ~~concerned or End User Domestic Exit Point of the concerned zone~~specific Zone by ~~increasing consequently~~reducing accordingly its ~~matched exit nominations~~confirmed entry Nominations at suchsaid Interconnection Point ~~or shall cause the concerned End User to increase consequently its gas offtakes or,~~ or
- simultaneously and for the quantities of gas relating to suchsaid transaction, ~~decrease~~increase its ~~deliveries~~offtake at any Interconnection Point ~~of the concerned Zone by decreasing consequently its matched entry nominations~~at such Interconnection Point; or End User Domestic Exit Point in the specific Zone.

~~For the avoidance of any doubt,~~If the Grid User is expected to increase or decrease, as the case may be, its entry or exit ~~nomination and~~Nominations, it shall cause its ~~counterpart~~counterparty in the adjacent grid to do so as well in order to achieve the desired increase or decrease of the ~~matched~~confirmed entry ~~nomination or exit~~Nominations.

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

~~In case~~Should the Grid User ~~did not fail to~~ meet its obligation, the TSO shall have the right to:

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

## **7.6. Allocation Procedure**

### **7.1.6.1. Gas ~~Allocation Rules~~allocation rules**

#### **7.1.1.6.1.1. Allocation at ~~the~~ Interconnection ~~Point~~Points**

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

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

The Checked Metered ~~quantities will~~Quantities shall be determined according to the respective Interconnection Agreement or according to the Metering Procedures as described in Attachment D-1 and applicable between the TSO and the respective Adjacent TSO.

Two different allocation regimes ~~can~~may apply: OBA and proportional.

#### **7.1.1.6.1.1.1. 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 ~~(re)~~delivered or redelivered at the Interconnection Points ~~will~~shall be equal to the hourly Confirmed Quantities, ~~and the~~ The difference between the sum of the hourly Allocated Quantities and the Metered Quantities ~~will~~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. ~~In case the TSO has a Grid User as balancing party, the TSO shall be responsible for balancing this account.~~

#### **7.1.1.6.1.1.2. Proportional allocation regime**

~~As default, in case there is no~~ If at a given Interconnection Point the OBA or if limit agreed between the TSO and the respective Adjacent TSO ~~agree that the balancing account basis exceeded a pre-defined threshold, as described in,~~ the Interconnection Agreement, TSO may apply the proportional regime ~~will be applicable in accordance~~

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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 ~~(re)~~delivered or redelivered or deemed to be ~~(re)~~delivered at or redelivered at the Interconnection Points shall be performed by the TSO, according to the following rules:

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

#### ~~7.1.1.3. Allocation methodology modification~~

~~Any Gas Allocation Rule can be overruled by a new rule as agreed between the TSO and its respective Adjacent TSO at the Interconnection Point. According to the EASEE gas CBP 2005-002/01 on "Interconnection Agreement", as approved on September 8, 2005, such new rule will be communicated to the Grid User(s) before such change takes effect.~~

#### ~~7.1.2.6.1.2. 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~~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~~Quantities determined according to the Connection Agreement or according to the Metering Procedures as described in Attachment D.1, as the case may be.

The Domestic Energy Allocation XEA<sub>h</sub> and XEA'<sub>h</sub>, allocated to the Grid User(s) at the End User Domestic Exit Point, shall be determined according to the Allocation Agreement of that End User Domestic Exit Point. ~~In case~~If no Allocation Agreement exists for the End User Domestic Exit Point, the TSO shall communicate to the Grid User(s) a default Gas Allocation Rule.

#### ~~7.1.3.6.1.3. Allocation at the Distribution Domestic Exit Point~~

~~6.1.3.1. The determination~~Calculation of the (provisional) Exit Energy Allocation XEA<sub>h</sub>  
The hourly metered quantities of Natural Gas to each ARS (the Provisional Exit Energy Metering XEM<sub>h,ARS</sub>) ~~oftaken by the End User~~ at the Distribution Domestic

Exit Point shall be ~~performed~~ allocated hourly by the TSO to the Relevant Grid Users based on:

- the allocation of the hourly metered offtakes of telemetered gas consumers on the DSO grid directly to the Relevant Grid Users;
- the calculation of an Hourly Standard Energy Offtake for each Relevant Grid User at each ARS based on the SLP Curves and based on the Yearly Standard Energy Offtake;
- the calculation of a ARS Residu Factor which, applied to the Hourly Standard Energy Offtake, which enables to allocate the total Exit Energy Metering  $XEM_{h,ARS}$  in full to telemetered gas consumers and SLP End Users.

**a. Allocation of the hourly metered offtakes of telemetered gas consumers on the DSO grid**

At each ARS, the offtake of each telemetered gas consumer on the DSO grid shall be allocated to the Relevant Grid User.

Fluxys Belgium shall receive the provisional hourly Telemetered Station Energy Metering  $TStEM_h$  from the DSOs for each telemetered gas consumer on the DSO grid. Based on the unique relationship between the telemetered gas consumers on the DSO grid and the Relevant Grid User as identified by the TSO on an hourly basis 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 gas consumers on the DSO grid of the relevant Grid User at an ARS:

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

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

**b. Calculation of an Hourly Standard Energy Offtake for each Grid User at each ARS**

To each SLP End User at an ARS, an SLP Type is assigned. For Grid Users delivering natural gas to SLP End Users, Fluxys Belgium shall receive from the DSOs an aggregation of the SLP End Users per Relevant Grid User at each ARS, in the form of a Yearly Standard Energy Offtake per Year  $Q_{y,g,ARS,SLPi}$  [kWh/year] for each SLP Type.

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

The ~~determination of the final quantities of Natural Gas offtaken by the End User at the Distribution 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.~~ portion of the Yearly Standard Energy Offtake  $Q_{y,g,ARS,SLPi}$  that must be allocated per ARS at hour  $h$  for each Grid User and for each SLP Type shall

be the Hourly Standard Energy Offtake calculated based on the relevant SLP Curve using the following formula:

$$\text{The Domestic Energy Allocation } XEA_h \text{ and } Q_{h,g,ARS,SLPi} \equiv Q_{y,g,ARS,SLPi} \times SLP_{h,i}$$

To take account of the fact that the SLP Curve entails an average daily temperature, actual temperatures shall be used until hour  $h$  and forecast temperature for hours after  $h$  until the end of the Gas Day for calculating  $SLP_{h,i}$

### **c. ARS Residu Factor**

The portion of the Provisional Exit Energy Metering  $XEM_{h,ARS}$  that cannot be allocated to the telemetered gas consumers (at step a of the calculation) shall be allocated in full to the Relevant Grid Users for SLP End Users. To this end, a provisional ARS Residu Factor  $GRF_{h,ARS}$  [without unit] shall be defined for each ARS as the factor that must be applied to the Hourly Standard Energy Offtake (outcome of step b of the calculation) of each SLP Type in order to allocate the  $XEM_{h,ARS}$  in full.

The  $GRF_{h,ARS}$  is obtained by dividing (i) the  $XEM_{h,ARS}$  minus the sum of all  $TXEM_{h,ARS,g}$  of all Relevant Grid Users at the ARS, and (ii) the sum for all Grid Users and for all SLP Types of the Hourly Standard Energy Offtake:

$$GRF_{h,ARS} = \frac{XEM_{h,ARS} - \sum_{\text{Grid Users}} TXEM_{h,ARS,g}}{\sum_{\text{Grid Users}} \sum_{SLPi} Q_{h,g,ARS,SLPi}}$$

### **d. Exit Energy Allocation**

The Provisional Exit Energy Allocation  $XEA_{h,g,ARS}$  at hour  $h$  per Grid User at a ARS is the sum of the allocation of all relevant telemetered gas consumers on the DSO grid  $TXEM_{h,ARS,g}$  per Grid User and the allocation of the aggregation of all SLP End Users on the DSO grid, which is the product of  $GRF_{h,ARS}$  multiplied by the sum for all SLP Types of the Hourly Standard Energy Offtake per Grid User:

$$XEA_{h,g,ARS} = TXEM_{h,ARS,g} + \left( \sum_{SLPi} Q_{y,g,ARS,SLPi} \times SLP_{h,SLPi} \right) \times GRF_{h,ARS}$$

#### 6.1.3.2. Calculation of the Final Exit Energy Allocation $XEA'_h$

The Final Exit Energy Allocation  $XEA'_h$ , allocated to the Grid User(s) at the Distribution Domestic Exit Point,  $g,ARS$  at an ARS shall be determined according to data provided by the respective Distribution Network Operators DSO as stipulated 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 working 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 Grid 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  $XEM'_{h,ARS}$ .

#### 7.1.4.6.1.3.3. Imbalance Smoothing Allocation

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

~~The~~ Imbalance Smoothing ~~Allocations have~~ 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 Grid User  $g$ , for Zone  $z$  and for ~~of the considered 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) ~~are~~ shall be determined by the TSO based on the following steps:

- ~~the determination of~~ Determine the Distribution Domestic Exit Points Deep Point ( $MBP_{DDEP,DP,d,z}$ ) for a given gas day ~~which is 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 ~~the forecasted historical data, similar days and temperature forecasts~~) of offtake ~~off from the~~ Distribution Domestic Exit Points for SLP End Users;
  - "entry" consists of ~~Customer Segments S31, S32 and S41 per Zone~~ hourly values with a flat ~~daily neutral entry~~ profile. ~~The Distribution Domestic Exit Points forecast uses historical data, similar days and temperature forecast to assess the total consumption over the Gas Day. The swing is ;~~
  - the ~~cumulated difference sum~~ of the hourly "entry" values and ~~offtake~~ 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 ( $MBP_{DDEP,DP,d,z}$ ) is the deepest point of the swing during the gas day;~~
- ~~the smoothing of the deep point using the~~ and the monthly Imbalance Smoothing Allocation parameters ( $IS_{m,z}$ ).



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

- The monthly Imbalance Smoothing Allocation ( $IS_{m,z}$ ), expressed in GWh, is shown in the following table:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
H Zone	11	11	11	8	4	4	3	3	4	8	11	11
L Zone	6	6	6	6	4	4	3	3	4	6	6	6

- ~~the determination of the Imbalance Smoothing Allocation Factor ( $ISF_{m,z}$ ) using the ratio between Distribution Domestic Exit Points Deep Point ( $MBP_{DDEP,DP,d,z}$ ) and Imbalance Smoothing Allocation parameter ( $IS_{m,z}$ );~~

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

- ~~the determination of~~ Determine the hourly Distribution Domestic Exit Points Imbalance of each Grid User ( $I_{DDEP,h,z,g}$ ) is calculated as by calculating the sum of the forecasted hourly offtake ~~offrom the~~ Distribution Domestic Exit Points of Customer Segments S31, S32 and S41SLP End Users per Zone  $z$  per Grid User  $g$  with a flat daily day-neutral entry profile;
- ~~Divide the monthly~~ The hourly Imbalance Smoothing Allocation parameter ( $IS_m(XEAis_{h,z,g})$ ) amongst Grid Users is then calculated by multiplying the Imbalance Smoothing Allocation Factor ( $ISF_{m,z}$ ) and the hourly Distribution Domestic Exit Points Imbalance of each Grid User ( $I_{DDEP,h,z,g}$ ).

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

For the sake of clarity, the provisional total Exit Energy Allocation for hour  $h$  for Zone  $z$  and for Grid User  $g$  is equal to the sum of all provisional Exit Energy Allocations ( $XEA_{h,z,g}$ ) of Grid User  $g$  for Zone  $z$  increased by, plus the Imbalance Smoothing Allocation ( $XEAis_{h,z,g}$ ) of Grid User  $g$  for hour  $h$  for Zone  $z$ . So that, for Grid Users supplying towards the to Distribution Domestic Exit Points, the formula for ~~the calculation of calculating~~ the Grid User Balancing Position ( $GBP_{h,z,g}$ ), as provided for in article 8.3.2 of Attachment A, shall be interpreted as including the Imbalance Smoothing Allocations of the Grid User ( $XEAis_{h,z,g}$ ) into the sum of its  $XEA_{h,z,g}$ .

~~In case~~ If the ~~forecasted Imbalance Smoothing Allocation requirement~~ Distribution Domestic Exit Points Deep Point ( $MBP_{DDEP,DP,d,z}$ ) exceeds the monthly maximum Imbalance Smoothing ~~Allocation~~ parameter, ( $IS_{m,z}$ ), the forecasted Distribution Domestic Exit Points offtake profile will not be fully smoothed by the Imbalance Smoothing Allocations ( $XEAis_{h,z,g}$ ). The remaining imbalance will be visible in the Grid User Balancing Position ( $GBP_{h,z,g}$ ), and the Grid User is shall be responsible for the appropriate correct balancing of his portfolio ~~as described in article 8 of Attachment A~~.

The Imbalance Smoothing Allocations are shall be communicated to the involved Grid Users concerned as set out in 6.276.2.



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

#### 6.1.4. Allocation for Hub Services

For Hub 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.

As constraint information is not always available before or when such constraint occurs on the Zeebrugge Beach Physical Trading Service during the Gas Day, the final Allocations may be revised when new information becomes available, but not later than the tenth (10th) day of the following month.

#### 7.2.6.2. Reporting

##### 7.2.1.6.2.1. Process

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

~~Monthly forms for Month  $m$  with final allocation data will be made available to the Grid User not later than the twentieth (20th) Business day of the Month  $m+1$ .~~

##### 7.2.2.6.2.2. Hourly ~~Reporting~~reporting<sup>6</sup>

###### 7.2.2.1.6.2.2.1. Grid ~~User's~~User's provisional Hourly Allocation Form

This form gives, for hour  $h$ , the provisional hourly allocations for Interconnection Points ~~and~~, End User Domestic Exit Points ~~subscribed by the Grid User and~~, Distribution Domestic Exit Points (allocated to the Grid User) and for Hub Services.

In normal circumstances the TSO shall send the messages<sup>7</sup> within the first half hour following the allocated hour.

~~The Edig@s notice type will be "ALOCAT".~~

~~The TSO may decide to revise the message in case of detected major calculation error in the provisional Allocations. If this is the case each Grid User will receive a revised message.~~

~~The corrected data shall also be available on the Electronic Data Platform.~~

<sup>6</sup> In the event that miscalculations are discovered in the hourly reporting, the TSO may decide to revise the message containing the reporting. Each Grid User will then receive a revised message. The corrected data will also be available on the Electronic Data Platform.

<sup>7</sup> The Edig@s notice type of the BALL will be "ALOCAT".

~~7.2.2.2.6~~ 7.2.2.2. Grid User's ~~Grid 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 Grid User.

In normal circumstances the TSO shall send the message<sup>8</sup> on Gas Day d-1 for Gas Day d within the first half hour after ~~1h. At the same moment also 11:00.~~

~~Grid User's Imbalance Smoothing Allocation Forms shall be send for Gas Day d+1, d+2 and d+3.~~

~~The Edig@s notice type will be "ALOCAT".~~

~~The TSO may decide to revise the message in case of detected major calculation error in the allocation of the Grid User Imbalance Smoothing Allocation. If this is the case each Grid User will receive a revised message.~~

~~The corrected data shall also be available on the Electronic Data Platform.~~

~~7.2.2.3.6~~ 7.2.2.3. User's ~~User's~~ Account 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.

- Grid ~~User's~~User's Balancing Position before settlement;
- ~~online~~Online within-day Grid User Excess or Shortfall Settlement;
- ~~online~~Online end of day Grid User Excess or Shortfall Settlement;
- Market Balancing Position before settlement;
- ~~online~~Online within-day Market Excess or Shortfall Settlement;
- ~~online~~Online end of day Market Excess or Shortfall Settlement;
- ~~upper~~Upper and lower Market ~~Threshold~~Zone limits, ~~and~~ .
- ~~upper and lower Market no incentive zone limits.~~

~~For the avoidance of any doubt, the forecasted information published by TSO is for information purposes only.~~ This forecasted information is based among other on the status at one moment in time of the ~~confirmations of the nominations~~Nominations sent by the ~~grid users~~Grid Users to the TSO and is updated at least on an hourly basis. However, ~~TSO the forecasted information is for information purposes only and the TSO offers no guarantee that the said information supplied is complete, accurate, reliable or up-to-date. TSO may in no case be held liable for the use of this information which use is under the exclusive responsibility of the Grid User~~

In normal circumstances the TSO shall communicate to each Grid User its Grid ~~User's~~User's Account Position Form on Gas Day d-1 for Gas Day d within the first half hour after ~~15h~~15:00. Every hour after ~~15h~~15:30 the TSO shall send an updated version of this Grid ~~User's~~User's Account Form on Gas Day d-1 for Gas Day d.

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

Within the same Gas Day d, the TSO shall ~~send~~ in normal circumstances send the messages<sup>9</sup> within the first half hour following the allocated hour.

~~The Edig@s notice type will be "IMBNOT/ACCSIT".~~

~~The TSO may decide to revise the message in case of detected major calculation error in the information provided in this message or when the effective values of the Market Threshold shall be modified for next full hour +1. If this is the case each Grid User will receive a revised message.~~

~~The corrected data shall also be available on the Electronic Data Platform.~~

### 7.2.3.6.2.3. **Monthly Final Allocations**

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

#### 6.2.3.1. *Monthly allocation overview for Interconnection ~~Point Account Statement, a Monthly Interconnection Point Grid User Detail Statement and a Monthly Grid User Pair Detail Statement will~~Points (MIPA<sup>10</sup> report)*

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

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

- Daily Confirmed Quantities
- Final daily Allocated Quantities
- Daily Checked Metered Quantities with the daily average metered GCV.

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

- Daily Confirmed Quantities
- Daily final Allocated Quantities

Exceptionally and at the Grid 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) Working Day 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>11</sup>, following completion of the metering validation process and in conjunction with the invoicing process.

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

<sup>10</sup> MIPA = Monthly IP Account Statement Report

<sup>11</sup> In the "Allocation Details" section of the Electronic Data Platform.

6.2.3.3. Monthly allocation overview for Hub Services

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

~~Monthly Final Allocations on Domestic Exit Point(s) will due to unavailability of validated metering data not be made available to the Grid User at the tenth (10th) Business Day of the following month, but shall be made available later through the invoices. Monthly Preliminary Allocations on Domestic Exit Point(s) are however available not later than the twentieth (20th) Business Day of the following month.~~

~~7.2.3.1. Monthly Interconnection Point Account Statement~~

~~This statement consists of two forms:~~

- ~~• A monthly form which will specify on a daily basis for the Interconnection Point the Daily Confirmed Quantities on the Interconnection Point of all Grid Users as well as the Final Daily Allocated Quantities of all Grid Users and the Daily Metered Quantities on the Interconnection Point, together with the Daily average metered GCV. The Daily Confirmed and Daily Final Allocated Quantities are presented both in energy and volume terms,~~
- ~~• A daily form which will specify on an hourly basis for the Interconnection Point the Hourly Confirmed Quantities on the Interconnection Point of all Grid Users as well as the Final Hourly Allocated Quantities of all Grid Users and the Hourly Metered Quantities on the Interconnection Point, together with the hourly metered GCV. The Hourly Confirmed and Hourly Final Allocated Quantities are presented both in energy and volume terms.~~

- ~~- Monthly Interconnection Point Grid User identity~~
- ~~- Gas Day~~
- ~~- Counterparty~~
- ~~- Specific Hub Service~~
- ~~- Confirmed Quantities of Deliveries or Redeliveries~~
- ~~- Delivered rounding quantities~~
- ~~- Delivered Automatic Back-up or Offtake~~
- ~~- Delivered Additional Back-up or Offtake~~

~~7.2.3.2. Exceptionally and at the Grid User Detail Statement~~

~~This statement consists of two forms:~~

- ~~• A monthly form which will specify on a daily basis for each individual Grid User, the Daily Confirmed Quantities on the Interconnection Point, and the Daily Final Allocated Quantities, in energy terms,~~
- ~~• A daily form which will specify on an hourly basis for each individual Grid User, the Hourly Confirmed Quantities on the Interconnection Point, and the Hourly Final Allocated Quantities, in energy terms.~~

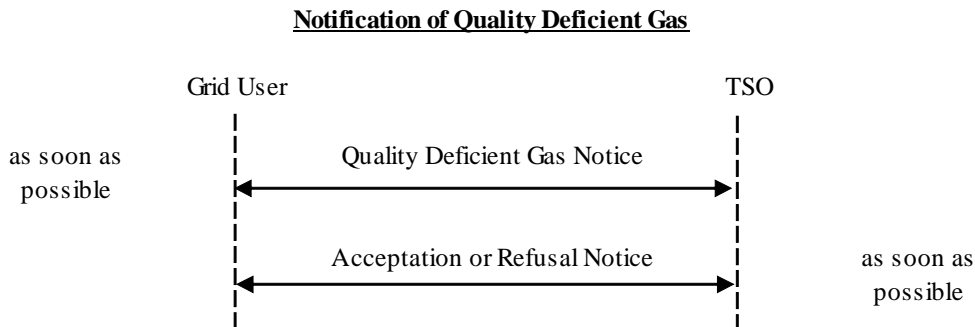
~~7.2.3.3. Monthly Grid User Pair Detail Statement~~

~~This form will specify for each individual Grid User Code on the Interconnection Point(s) the Daily Confirmed and Allocated Quantities with the upstream or downstream Grid User(s) on the Interconnection Point(s).~~

- ~~The Daily Grid User Pair Detail Statement will, subject to a request from the Grid User, only be submitted to the Grid User in case of justified requests~~User's request, the TSO may also supply this overview on an hourly basis.

## 8.7. Gas quality

When the Grid User or the TSO is informed that ~~Quality Deficient Gas~~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, ~~he is obliged to~~it must inform the other party, and the End User in the case of a Domestic Exit Point, of this information.



The Grid 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 fax or email in accordance ~~to~~with Attachment C.1 ~~Appendix~~Annex 3. This document shall contain the following information:

- Grid 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 ~~quality deficient gas~~ quantity of quality deficient gas (in kWh), and
- Expected ~~deficient~~ gas composition ~~characteristic(s)~~.

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

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

The Grid User or the TSO who receives a ~~quality deficient gas notification~~ Quality Deficient Gas Notice shall inform the other party by fax or email whether ~~he or not it~~ accepts ~~or not~~ the delivery of quality deficient gas as mentioned in the ~~notification~~ Notice. It should also mention the accepted quantity of gas (kWh). If ~~he~~ it refuses ~~in total~~ the (re-)delivery of any Natural Gas at all then the accepted quantity should state zero (0). ~~In case~~ If the TSO does not accept the entire quantity for delivery of quality deficient gas as mentioned in the ~~notification~~ notice, ~~the~~ TSO shall apply the relevant constraint management rules in accordance with ~~article~~ section 4.254.2.

If no ~~acceptation~~ acceptance/refusal message is received between the ~~communications~~ sending of a Quality Deficient Gas ~~notice~~ Notice and the start of the (re-)delivery of this ~~Quality Deficient Gas~~ quality deficient gas at the ~~concerned~~ relevant Interconnection Point or Domestic Exit Point, the (re-)delivery ~~would~~ 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 Grid User and TSO ~~should~~ shall contact each other by telephone followed immediately after by a Quality Deficient Gas Notice (as described ~~here~~ above).

## **9.8. Maintenance Procedures**

### **9.1. General**

~~TSO will use its reasonable endeavours to obtain, renew and maintain all the legal authorisations, permits or licenses which are required in order to maintain and operate the Transmission System. Failure to obtain or renew any authorisations, permits or licenses required for the operation and maintenance of the Transmission System, in due time, not attributable to any delay caused by TSO or other act or omission on the part of TSO; or a refusal by the authorities to maintain such authorisations, permits or licenses, not attributable to any delay caused by TSO or other act or omission on the part of TSO, shall constitute Force Majeure, in which case Article 11 of the Standard Transmission Agreement shall apply.~~

~~TSO shall operate the Transmission System in accordance with the standards of a Reasonable and Prudent Operator and shall make all reasonable efforts to facilitate the day to day operations of the delivery and the redelivery of Natural Gas hereunder, according to this Attachment C.~~

### **8.1. TSO shall maintain, repair and replace the Transmission System and keep said system in good working order and condition in order to meet and to be consistent with the Transmission Services obligations hereunder, and operate Long Term Planned Works**

In September of each year, the TSO shall inform Grid 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 Grid 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 Grid 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 same in accordance with the standards of a Reasonable and Prudent Operator.

TSO and Grid User agree to cooperate in the planning and scheduling of any installations, connections, disconnections and removals of relevant facilities so as to facilitate necessary anticipated maintenance, repair and replacement works, and to reduce necessary interruption periods and to minimize interruptions conform the provisions of this section 9.

Maintenance, repair or replacement works affecting the  $MTSR_f$  and/or  $MTSR_b$  shall be limited in duration and instances insofar as reasonably possible in accordance with the provisions of this section 9. TSO, acting as a Reasonable and Prudent Operator, has the right to order interventions performed on all or part of the Transmission System for maintenance, repair or replacement works of the Transmission System which works may have an impact on the availability of the  $MTSR_f$  and/or  $MTSR_b$ , so as to minimise any disruptions in the ability of the Grid Users to use their subscribed Services.

Any interruption in the subscribed Transmission Services for maintenance, repair or replacement works shall be allocated between the Grid Users on a fair and equitable basis, and to the extent possible pro rata their respective subscribed Transmission Services, in accordance with this Attachment EC1 of the Access Code for Transmission. The TSO shall use its reasonable endeavours make every effort to respect the Grid Users' subscribed Transmission Services of the Grid Users during such maintenance, repair and replacement works insofar as possible from an operational and technical point of view. The TSO shall inform the Grid Users as soon as possible about the resumption of the subscribed Transmission Services.

## **9.2. Long Term Planned Works**

Each Contract Year TSO shall discuss with the Grid Users having  $MTSR_f$  and/or  $MTSR_b$  during the considered Contract Year (to TSO' best knowledge at the time of such discussion), prior to September of the relevant Contract Year:

(i) the maintenance, repair and replacement works to be carried out during the next Contract Year (the "Long Term Planned Works") and the corresponding reductions of the  $MTSR_f$  and/or  $MTSR_b$  during such works; and,

(ii) the timing and duration of such period for Long Term Planned Works.

Following such discussion, TSO shall decide on the period and duration of the Long Term Planned Works and shall use its reasonable endeavours to provide Grid User, no later than 15 December in the Contract Year preceding the Long Term Planned Works, the program of aforementioned works to be carried out on the Transmission System during the next Contract Year.

Said program shall be established to co-ordinate 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 Grid Users to use their  $MTSR_f$  and/or  $MTSR_b$ .



~~Any interruption of the subscribed Transmission Services shall be fairly and equitably allocated to the Grid Users and to the extent possible pro rata their respective subscribed Transmission Services, in accordance with this Attachment C. TSO acting as a Reasonable and Prudent Operator shall use its reasonable efforts to limit the interruption of the  $M\text{TSR}_f$  and/or  $M\text{TSR}_b$  for Long Term Planned Works to the extent which is necessary in order to have the cause thereof remedied. TSO shall inform the Grid Users as soon as possible on the resumption of the performance of the subscribed Transmission Services.~~

#### 9.3.8.2. Short Term Planned Works

Without prejudice to ~~Article~~section 8.1-98.2, ~~the~~ TSO shall have the right to ~~may~~ perform maintenance, repair or ~~achieve~~ replacement works which are required to be promptly performed in order to maintain the safety ~~or~~and integrity of the Transmission System ~~(the “(“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  $M\text{TSR}_f$  and/or  $M\text{TSR}_b$  as soon as possible to Grid ~~User~~Users having  $M\text{TSR}_f$  and/or  $M\text{TSR}_b$ , but not later than ten (10) Business Working 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 ~~of~~in the subscribed Transmission Services shall be fairly and equitably allocated to the Grid Users and to the extent possible pro rata their respective subscribed Transmission Services, ~~conform to~~in accordance with this Attachment C. The TSO acting as a Reasonable and Prudent Operator shall use ~~its~~all reasonable efforts to limit the interruption of the  $M\text{TSR}_f$  and/or  $M\text{TSR}_b$  for Short Term Planned Works to the extent which is necessary in order to have the cause thereof remedied. The TSO shall inform the Grid Users as soon as possible ~~on~~about the resumption of the ~~performance of the~~ subscribed Transmission Services.

#### 9.4.8.3. Emergency

In accordance with Attachment F, in case of Emergency the TSO shall have the right at any time and without prejudice to ~~sections~~sections 8.1-98.1, 9.2, and 8.29.38.2, of this Attachment, to interrupt all or part of the  $M\text{TSR}_f$  and/or  $M\text{TSR}_b$  immediately in order to safeguard the safety and integrity of the Transmission System and to perform the necessary repairs and/or replacement works.

#### 9.5.8.4. Reduced Service Days

~~The total number of Days in any Contract Year during which the  $M\text{TSR}_f$  and/or  $M\text{TSR}_b$  may be interrupted in whole or in part by TSO for Long Term Planned Works and Short Term Planned Works (the “Reduced Service Days”) shall not, in aggregate, be more than fourteen (14) Days per Contract Year.~~

In ~~case~~the event that a Contract ~~Year would be~~Period is less than a Year, the number of Reduced Service Days for the ~~considered~~ Contract ~~Year~~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 ~~of the number of Days in the Contract Year~~ 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) ~~(i)~~ if the  $MTSR_f$  and/or  $MTSR_b$  are completely interrupted ~~during~~ during for six (6) hours, it shall be accounted for as 0.25 of a Day; ~~and;~~
- (ii) ~~(ii)~~ if fifty (50) % of the  $MTSR_f$  and/or  $MTSR_b$  is interrupted ~~during~~ during for four (4) complete Days, it shall be accounted for as two (2) Days.

#### 9.6.8.5. 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 ~~by Grid User to TSO~~ provided the number of Days during which the  $MTSR_f$  and/or  $MTSR_b$  are interrupted does not exceed the ~~mentioned~~ 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  $MTSR_b$  ~~and for the term exceeding portion that exceeds~~ the number of Reduced Service Days.

~~For the avoidance of doubt, The above~~ sections ~~8.11.198.1~~ to ~~8.59.68.5~~ ~~included~~ are not applicable to ~~any interruptible capacity ( $MTSR_i$  - Without)~~ which, without prejudice to ~~Article section 4.154.1, 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 ~~motivate such account for said~~ interruption, of all or part of the  $MTSR_i$ .

For the sake of clarity, sections ~~8.49.58.4~~ and ~~8.59.68.5~~ are not applicable to any  $MTSR_{f,zpf}$  and/or  $MTSR_{b,zpf}$ .

#### 9.7.8.6. Maintenance on Cross Border Capacity

Without prejudice to sections 9.1 to 9.4 above, the Adjacent TSO which operates the Cross Border Capacity shall have the right to perform maintenance, repair or achieve replacement works which are required to be performed in order to maintain the safety ~~or~~ and integrity of its transmission system. In the event such maintenance impacts the Cross Border Capacity, the TSO may interrupt the  $MTSR_{f,cbsd}$ . For the sake of clarity, sections ~~9.59.5~~ and ~~9.69.6~~ are not applicable to any  $MTSR_{f,cbsd}$ .

It is ~~being~~ understood that the TSO and the Adjacent TSO which operates the Cross Border Capacity shall make reasonable efforts to coordinate their ~~Maintenance~~ maintenance planning in order to limit the impact on the  $MTSR_{f,cbsd}$ .

~~10.~~ **Exchanged Data**

~~9.~~ **Operational data will**

Metering data shall be made available on a reasonable endeavour basis at both Interconnection Points and Domestic Exit Points through the Electronic Data Platform.

~~11.10.~~ **Contact details**

Both parties (the Grid User and TSO) shall use the contact details sheet as appended in ~~attachment~~Attachment 1 of the Standard Transmission Agreement in order to inform each other of their contact details.

~~ANNEX~~

**12. Annex C1.1 – TSO Constraint Notification Notice**

**Fax**



To	[Gnd User's Name] Gas Operations	Your reference	
Fax	[Gnd User's Fax n°]	Our reference	
Copy to		Internal copy	Commercial Department
From	Dispatching Fluxys Gas Flow, Metering & Cathodic Protection	N° of pages	1
		Date	
Subject	TSO's Constraint Notice		

Dear Sir, Dear Madam,

Fluxys requests to constraint capacity on the following Interconnection Point(s) / End User Domestic Exit Point(s) / Market Balancing Position:

Constraint Start Date / Time	Constraint End Date / Time	Interconnection Point / End User Domestic Exit Point / Market Balancing Position	Direction (positive /negative)	Remaining Capacity [kWh/h]

An updated TSO's Daily Confirmation Notice (TDT) will be sent by Edig@ if the hourly Confirmed Quantities have changed.

Fluxys will issue a revised TSO's Constraint Notice if the expected duration or quantity is expected to change.

Gas Flow, Metering & Cathodic Protection  
Phone +32 (0)2 282 70 07  
Fax +32 (0)2 282 70 06  
dispatching@fluxys.com

<b>Remarks</b>

Kind regards,

Fluxys SA  
Avenue des Arts 31  
B-1040 Brussels  
Phone +32 (0)2 282 72 11  
Fax +32 (0)2 230 02 39  
info@fluxys.com  
www.fluxys.com  
Accreditation number 16772  
VAT BE 0402 956 628  
RPR Brussels

[Signature 1]	[Signature 2]
[Function 1]	[Function 2]

**Fax**



To	[Grid User's Name] Gas Operations	Your referenced	
Fax	[Grid User's Fax n°]	Our referenced	
Copy to		Internal copy	Commercial Department
From	Dispatching Fluxys Gas Flow, Metering & Cathodic Protection	N° of pages	1
		Date	
Subject	TSO's Constraint Notice		

Dear Sir, Dear Madam,

Fluxys requests to constraint capacity on the following Interconnection Point(s) / End User Domestic Exit Point(s) / Market Balancing Position:

Constraint Start Date / Time	Constraint End Date / Time	Interconnection Point / End User Domestic Exit Point / Market Balancing Position	Direction (positive /negative)	Remaining Capacity [kWh/h]

An updated TSO's Daily Confirmation Notice (TDT) will be sent by [Edig@fluxys.com](mailto:Edig@fluxys.com) if the hourly Confirmed Quantities have changed.

Fluxys will issue a revised TSO's Constraint Notice if the expected duration or quantity is expected to change.

Gas Flow, Metering & Cathodic Protection  
Phone +32 (0)2 282 70 07  
Fax +32 (0)2 282 70 06  
[dispatching@fluxys.com](mailto:dispatching@fluxys.com)

Remarks

Kind regards,

Fluxys SA  
Avenue des Arts 31  
B-1040 Brussels  
Phone +32 (0)2 282 72 11  
Fax +32 (0)2 230 02 39  
[info@fluxys.com](mailto:info@fluxys.com)  
[www.fluxys.com](http://www.fluxys.com)  
Accreditation number 16772  
VAT BE 0402 954 628  
RPR Brussels

[Signature 1] [Signature 2]  
[Function 1] [Function 2]

**13. Annex C1.2 – TSO Interruption Notification Notice**

**Fax**



To	[Grid User's Name] Gas Operations	Your referenced	
Fax	[Grid User's Fax n°]	Our referenced	
Copy to		Internal copy	Commercial Department
From	Dispatching Fluxys Gas Flow, Metering & Cathodic Protection		
		N° of pages	1
		Date	
Subject	TSO's Interruption Notice		

Dear Sir, Dear Madam,

Fluxys requests to interrupt capacity as follows:

Interruption Start Date / Time	Interruption End Date / Time	Interconnection Point or End User Domestic Exit Point	Direction (positive /negative)	Remaining interruptible or backhaul capacity [kWh/h]

An updated TSO's Daily Confirmation Notice (TDT) will be sent by [Edja@fluxys.com](mailto:Edja@fluxys.com) if the hourly Confirmed Quantities have changed.

Fluxys will issue a revised TSO's Interruption Notice if the expected duration or quantity ~~change~~.

Gas Flow, Metering & Cathodic Protection  
Phone +32 (0)2 282 70 07  
Fax +32 (0)2 282 70 06  
[dispatching@fluxys.com](mailto:dispatching@fluxys.com)

Remarks

Kind regards,

Fluxys SA  
Avenue des Arts 31  
B-1040 Brussels  
Phone +32 (0)2 282 72 11  
Fax +32 (0)2 230 02 39  
[info@fluxys.com](mailto:info@fluxys.com)  
[www.fluxys.com](http://www.fluxys.com)  
Accreditation number 16772  
VAT BE 0602 956 628  
RPR Brussels

[Signature 1]	[Signature 2]
[Function 1]	[Function 2]

ANNEX

**Fax**



To	[Gnd User's Name] Gas Operations	Your referenced	
Fax	[Gnd User's Fax (nbr)]	Our referenced	
Copy to		Internal copy	Commercial Department
From	Dispatching Fluxys Gas Flow, Metering & Cathodic Protection		
		N° of pages	1
		Date	
Subject	TSO's Interruption Notice		

Dear Sir, Dear Madam,

Fluxys requests to interrupt capacity as follows:

Interruption Start Date / Time	Interruption End Date / Time	Interconnection Point or End User Domestic Exit Point	Direction (positive /negative)	Remaining interruptible or backhaul capacity [kWh/h]

An updated TSO's Daily Confirmation Notice (TDT) will be sent by Edjg@as if the hourly Confirmed Quantities have changed.

Fluxys will issue a revised TSO's Interruption Notice if the expected duration or quantity change.

Gas Flow, Metering &  
Cathodic Protection  
Phone +32 (0)2 282 70 07  
Fax +32 (0)2 282 70 06  
dispatching@fluxys.com

<b>Remarks</b>

Kind regards,

Fluxys SA  
Avenue des Arts 31  
B-1040 Brussels  
Phone +32 (0)2 282 72 11  
Fax +32 (0)2 230 02 39  
info@fluxys.com  
www.fluxys.com  
Accreditation number 16772  
VAT BE 0402 954 628  
RPR Brussels

[Signature 1]	[Signature 2]
[Function 1]	[Function 2]

**14. Annex C1.3 – TSO Off-Spec Quality Deficient Gas Notification Notice**

**Fax**



To	[Grid User's Name] Gas Operations	Your reference	
Fax	[Grid User's Fax nbg]	Our reference	
Copy to	[End User's Name] [End User's Fax nbg]	Internal copy	Commercial Department
From	Dispatching Fluxys Gas Flow, Metering & Cathodic Protection	N° of pages	1
		Date	
Subject	Quality Deficient Gas Notice		

Dear Sir, Dear Madam,

Please be advised that the gas delivered at **[Interconnection Point or Domestic Exit Point]** does not meet the operating conditions and quality requirements as defined in the Access Code Transmission.

Estimated Start Date / Time of (re-)delivery: **01/01/2011 – 18h00 LT**  
 Estimated End Date / Time of (re-)delivery: **01/01/2011 – 18h30 LT**  
 Estimated Quantity: **5.000 kWh/h**

Expected deficient gas composition characteristic(s):

**Announced max GCV: 11.9 kWh/h**  
**Wobbe Index: 15.0 kWh/h**

Could you please inform us by fax which quantity of the Gas Quality Deficient Gas as mentioned here above you accept for (re-)delivery at the mentioned Interconnection Point or Domestic Exit Point.

If you refuse the (re-)delivery of the whole quantity then the accepted quantity should state 0 kWh/h.

Shouldn't we receive any answer to this notice before the start time of (re-)delivery of Quality Deficient Gas then the (re-)delivery will be considered as accepted by all parties.

We will keep you informed of any progress.

Gas Flow, Metering &  
Cathodic Protection  
Phone +32 (0)2 282 70 07  
Fax +32 (0)2 282 70 06  
dispatching@fluxys.com

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B-1040 Brussels  
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info@fluxys.com  
www.fluxys.com  
Accreditation number 16772  
VAT BE 0402 954 628  
RPR Brussels

Remarks