



METHODOLOGY

Terms and Conditions for Balance Responsible Parties

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Article 1

Content of Terms and Conditions for Balance Responsible Parties

1. These Terms and Conditions for Balance Responsible Parties are issued in accordance with Article 2(6), Article 5(5) and Annex II to the Balancing Market Rulebook, as well as Article 18 of Commission Regulation (EU) 2017/2195 establishing a guideline on electricity balancing and shall apply to Balance Responsible Parties within the area controlled by the HETS Operator.
2. These Terms and Conditions for Balance Responsible Parties shall be approved by decision of the RAE, following a proposal from the HETS Operator submitted in accordance with Article 18(4) of Law 4425/2016 and the Balancing Market Rulebook. The proposal by the HETS Operator shall be submitted by the Operator for public consultation, which shall last at least one month. The HETS Operator shall duly take into account the views of stakeholders resulting from the consultation before submitting its proposal to RAE. In all cases, a sound justification for including or not including the views resulting from the consultation shall be provided together with the submission of the proposal and shall be published in a timely manner before, or simultaneously with the publication of the proposal.
3. These Terms and Conditions for Balance Responsible Parties shall be published at least one month before their implementation and any amendment thereto shall be immediately published upon approval by RAE.
4. These Terms and Conditions for Balance Responsible Parties shall form an integral part of the Balancing Market Rulebook and shall be interpreted and shall apply in conjunction with the contents of the Rulebook.
5. The definitions under Article 3 of the Balancing Market Rulebook shall also apply to these Terms and Conditions for Balance Responsible Parties, unless expressly specified otherwise.

Article 2

Requirements for becoming a Balance Responsible Party

1. The natural or legal persons having one or more of the attributes listed in article 5 of the Balancing Market Rulebook shall be registered with the Balance Responsible Party Registry following the procedure set out in Articles 4 and 5 of the Balancing Market Rulebook and the Technical Decision "Procedures for registration with the HETS Operator Registry".
2. By virtue of registration with the Balance Responsible Party Registry, the Balance Responsible Party shall enter into a Balance Responsible Party Contract with the HETS Operator, the content of which coincides with that of the Balancing Market Rulebook. The Balance Responsible Party Contract shall be deemed to have been entered into by the parties upon registration with the Balance Responsible Parties Registry and shall not be subject to any further formalities.

Article 3

Definition of Balance Responsibility

1. The natural or legal persons having one or more of the attributes listed in article 5 of the Balancing Market Rulebook shall be registered with the Balance Responsible Party Registry following the procedure set out in Articles 4 and 5 of the Balancing Market Rulebook and the Technical Decision "Procedures for registration with the HETS Operator Registry".
2. In accordance with Article 17 of Regulation (EU) 2017/2195, each party with balancing responsibility bears financial responsibility for the imbalances caused by the Balancing Service Providers it represents, and which are settled by the HETS Operator.

Article 4

Requirements on data and information to be delivered to the HETS Operator for calculation of Imbalances

1. The requirements on the data and information to be delivered by the Balance Responsible Parties to the HETS Operator to calculate the Imbalances are laid down in the HETS Grid Code.
2. The information required for calculating the imbalances shall be transmitted by the Power Exchange and the Distribution Network Operators in accordance with Articles 37, 77 and 79 of the Balancing Market Rulebook.

Article 5

Delineation of Imbalance Areas

1. The Imbalance Area is the HETS.
2. The imbalance price is the same for all bidding zones and the imbalance price area therefore coincides with the imbalance area.

Article 6

Calculation of debits and credits to Balance Responsible Parties

The method of calculation of debits and credits resulting from imbalance settlements to Balance Responsible Parties is defined in Articles 88 and 89 of the Balancing Market Rulebook.

Article 7

Maximum period for the finalisation of imbalance settlement with Balance Responsible Parties for each imbalance settlement period

The settlement procedure and the maximum period for the finalisation of imbalance settlements in the Balancing Market is defined in Article 104 of the Balancing Market Rulebook and the Technical Decision 'Balancing Market Settlement'.

Article 8

Submission of amendments to the market schedules of Balance Responsible Parties to the HETS Operator

The submission of amendments to the Market Schedules of Balance Responsible Parties shall take place as indicated in the Day-Ahead & Intra-Day Markets Trading Rulebook.

Article 9

Force Majeure

Force Majeure events, as defined in Article 26 of the Balancing Market Rulebook, shall affect the performance of obligations arising from these Terms and Conditions.

Article 10

Consequences in case of disputes or non-compliance with the Terms and Conditions for Balance Responsible Parties

1. In the event of a dispute between the HETS Operator and the Balance Responsible Party regarding these Terms and Conditions for Balance Responsible Parties, the provisions of Article 6 of the Balancing Market Rulebook shall apply. This article shall even apply after the termination of the Balance Responsible Party Contract. Recourse to any of the provisions of article 6 of the Balancing Market Rulebook on dispute resolution procedures shall not exempt the parties involved from performing their obligations in accordance with the Balancing Market Rulebook, the Balance Responsible Party Contract and these Terms and Conditions for Balance Responsible Parties.
2. In case of non-compliance of the Balance Responsible Party with these Terms and Conditions for Balance Responsible Parties, the HETS Operator shall terminate the Balance Responsible Party Contract in accordance with article 7 of the Balancing Market Rulebook.
3. In case of default of Balance Responsible Parties on their financial obligations, the provisions of Chapter 23 of the Balancing Market Rulebook and those of the Clearing Rulebook for Balancing Market Positions shall apply. When no Clearing House is operating in the Balancing Market for any reason whatsoever, and in the event that any Balance Responsible Party should default on their financial obligations within the framework of the Balancing Market, then the HETS Operator shall apply the provisions of Article 111 of the Balancing Market Rulebook.