

2022 - 2023

Fees and charges

BUSINESS AVIATION

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INVOICING & PAYMENT CONDITIONS

The present general terms and conditions apply to services provided by SEATH according to article L.6325-1 and following of the Transports Code.

INVOICING

Invoices are issued in Euros (€).

Invoices are issued according to information provided by the client (I.D., billing address, VAT number, registration, etc.). The client is required to inform SEATH of any modifications. If the changes are given after the invoice edition, SEATH can require 52 € of extra billing cost to the client.

TARIFFS

Tariffs are expressed in Euros (€) and excluded VAT. Tariffs are revisable and their modification is subject to publication.

PAYMENT CONDITIONS

Payment is considered as complete when the funds have been received in the SEATH accounts. Invoices shall be paid in Euros (€).

To facilitate the payment processing, the user should provide the reference number stated on the invoice (client and invoice numbers) corresponding to each payment.

Immediate payment (main rule)

Invoices are payable to SEATH by cash or credit card (VISA, Mastercard, AMEX) prior to take-off, by the aircraft operator or the owner.

In the event of non-payment, the invoice will be sent to the user at the end of the current month with a surcharge of 52 € corresponding to invoicing charges.

Payment on a credit basis

Users and airlines, which present the necessary guarantees, may be allowed by SEATH, under express written authorisation, to pay invoices on a credit basis, within 15 days after the issue date.

In case of late payment, the customer account will be cancelled, and all future invoices will be subject to immediate payment by cash or credit card before each departure flight.

A customer who wishes to benefit from a deferred payment must send a written request to SEATH and provide the information that may be needed, such as, but not exclusively, the following:

- The latest annual financial statements, including balance sheet, income statement and cash flow statement, as well as any note detailing these documents,
- The latest quarterly financial statements, also including the aforementioned documents.

In the event that the customer refuses to provide the needed information to obtain a deferred payment, no deferred payment will be granted.

SEATH analyses the data provided by the customer in order to assess its financial health, the risk of payment default and decides subsequently if a deferred payment can be granted. The granting of a deferred payment remains at the discretion of SEATH.

SEATH notifies its decision before applying deferred payment. If the customer does not receive this notification, he will not benefit from a deferred payment.

If SEATH notifies that a deferred payment is granted to the customer, this means that any further invoice must be paid no later than fifteen (15) days following the invoice date.

The analysis of the customer's financial health will be carried out regularly by SEATH as long as the benefit of deferred payment is granted. As such, the customer will communicate the aforementioned documents and any other document requested by SEATH at any time.

After re-examination of the financial health, SEATH may withdraw the benefit of deferred payment granted at any time and apply the immediate payment.

Users permitted to pay on a credit basis may settle by.

GUARANTEE

The implementation of a deferred payment may be accompanied by the prior request of a guarantee (bank guarantee, guarantee on first request, security deposit), with an amount that will be defined by the airport services, depending on the forecasted turnover.

If SEATH uses the guarantee, it must be reconstituted. Failure to comply with this liability will result in the withdrawal of any granted deferred payment.

DELEGATION OF PAYMENT

SEATH can claim any amount due by the customer to any other debtor airport of this customer in accordance with articles 1336 et seq of the Civil Code and under the following conditions. It is specified that in application of these provisions: (i) SEATH, acting as its quality of delegatee, does not discharge the customer, as its quality of delegator, of its liabilities and becomes in presence of two debtors (the customer and the other airport) and can claim the payment to any of these two ; (ii) the other airport, acting in its quality of delegate, will be discharged to the customer up to the amount paid to SEATH. The customer acknowledges this delegation of payment can also be done with any other airport or debtor of the customer, subject to obtain granting from this airport or this debtor.

BANK TRANSFER

// Payment order : SEATH
// Bank : CAISSE D'EPARGNE COTE D'AZUR
Address: INGENIERIE FINANCE ET PATRIMOINE
Chemin de la Baume
83200 TOULON
// IBAN: FR76 1831 5100 0008 0067 7355 531
BIC: CEPAFRPP831

For funds transfers from abroad, bank charges are at the expense of the issuing party.

CHEQUE

// Made payable to : SEATH

PROCEDURE IN THE EVENT OF LATE PAYMENT OR NON-PAYMENT

Penalties for the late payment

Any invoice issued by SEATH which remains unpaid at the due date shall generate an automatic reAny invoice issued by SEATH which remains unpaid at the due date shall generate an automatic reminder letter. In case of late payment, any guarantees provided may be used to settle the outstanding debt. The user will be formally notified by recorded delivery letter if such action is being taken by the SEATH.

Disputes and recovery fees

The sums due bear interest on late payment calculated at the key rate of the European Central Bank increased by 10 points from the date of their due date in the event of rejection of the claim. In addition, a flat-rate indemnity for recovery costs is due and amounts to 40 euros per invoice. If the recovery amounts actually incurred should prove to be higher, an additional indemnity may be claimed. An unpaid invoice may result in the implementation of the procedure provided for in article L.6133 - 2 of the Transport Code.

Claims will not give rise to suspension of payment. Invoices will be paid in full pending the resolution of any such claim. They are admissible during a period of one year from the issuing date of the invoice. They must be sent in written form to the accounting department at the following address:

SEATH
Boulevard de la Marine
83400 HYERES France

or by email at : ***facturation.fbo@toulon-hyeres.aeroport.fr***

All complaints must specify:

- // number of the concerned invoice ;
- // date and number of the concerned flight ;
- // the claimed service.

ORIGINAL VERSION, APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The current document is subject to French law. Any disputes arising out of or relating to this document shall be subject to the exclusive jurisdiction of French Courts.

In the event of controversial interpretation of any of the above articles in English language, the original French version will be considered as the only official text.

APPLICATION OF VAT

All tariffs mentioned in the present document exclude VAT. VAT will be invoiced at the current, applicable rate.

Exemptions from VAT are applicable according to:

// Article 262, II-4 of the French General Tax Code (Code Général des Impôts)

« II. Are VAT excluded:

4. all operations concerning delivery, transformation, repair, maintenance, chartering and renting of aircrafts used by a company, which can certify that flights to and from foreign destinations, outside Metropolitan France, represent at least 80% of its activity.»

// The points e), f) and g) of the article 148 of the European Directive 2006/112 CE of 28/11/2006

Member States shall exempt the following transactions:

(e) the supply of goods for the fuelling and provisioning of aircraft used by airlines operating for reward chiefly on international routes;

(f) the supply, modification, repair, maintenance, chartering and hiring of the aircraft referred to in point (e), and the supply, hiring, repair and maintenance of equipment incorporated or used therein;

(g) the supply of services, other than those referred to in point (f), to meet the direct needs of the aircraft referred to in point (e) or of their cargoes.

All other services not mentioned above are subject to the current VAT rate.

The different services concerned by the exemption are clearly identified by articles 73D and E of Annex III of the French General Tax Code.



OPENING HOURS

These schedules can be modified.

SUMMER SCHEDULE *until the 31st of October 2022 (Local Time)*

Monday	8.00 - 20.00
Tuesday	8.00 - 20.00
Wednesday	8.00 - 20.00
Thursday	8.00 - 20.00
Friday	8.00 - 20.00
Saturday	8.00 - 19.00
Sunday	9.00 - 20.00

WINTER SCHEDULE *from the 1st of November 2022 to the 31st of March 2023 (Local Time)*

Monday to Sunday	8.00 - 19.00
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** Opening hours extensions are possible and under conditions. Please address your specific request to <https://cy.myhandlingsoftware.com>*

CUSTOM REGULATIONS : for international flights, a 24 hour-notice and the full GENDEC (general declaration) are mandatory.



CANCELLATION

POLICY EXCLUDING HELICOPTERS

For a flight requiring an extension of opening hours (annual conditions)



If the flight cancellation is done with less than 48 hour-notice (except weather conditions or ATC cancellations):

>> **100%** of the Handling rate + a surcharge for the extension of opening hours

On July and August from Monday to Sunday



If the flight cancellation is done with less than 24 hour-notice (except weather conditions or ATC cancellations):

>> **100%** of the Handling rate will be charged

On week-end and public holidays (french calendar), from the 1st of April to the 30th of June and from the 1st of September to the 31st of October



If the flight cancellation is done with less than 24 hour-notice (except weather conditions or ATC cancellations):

>> **100%** of the Handling rate will be charged

From the 1st of April to the 31st of October:



Parking reservations from Friday 8.00am until Sunday 22.00pm and on national holidays cancelled **less than 48 hours before arrival**

>> **100%** of the parking rate will be charged

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HANDLING RATES

Applicable from 1st April 2022

PREAMBLE

The information and airport charges listed below form part of the current published document « Airport Charges 2021 », following the meeting of the Economic Consultative Commission on 3rd of December 2021.

The below mentioned airport charges are specific to business aviation activity.

The full, original document is available via the airport website or on request via e-mail: accounting@toulon-hyeres.aeroport.fr

Should any part of these tariff regulations (including any one or more of the articles of this document) be voided or unenforceable for any reason, at any time under any applicable law, the same should be deemed omitted from these tariff regulations and the validity and/or enforceability of the remaining provisions of these tariff regulations will not in any way be affected or impaired as a result of that omission. In such events the SEATH will not be held responsible.

These tariff regulations can be at any time revised by the SEATH to take into account any arising changes in applicable laws, rules or regulations.

The fees and charges mentioned in this document may be revised in accordance with the Transport Code.

DEFINITIONS

DEPARTING PASSENGER : any passenger of at least two years of age departing on a flight from Toulon Hyères Airport

EUROPEAN TRAFFIC (EU) : any passenger departing on a flight to a final destination within the European Union (DOM-TOM included)

NON-EUROPEAN TRAFFIC (NON-EU) : any passenger departing on a flight under French traffic rights to a final destination outside the European Union

SCHENGEN TRAFFIC : any passenger departing on a flight to a final destination within the Schengen area

MTOW : Maximum Take Off Weight of the aircraft. MTOW must be expressed in metric ton and rounded up to the next unit. Documents giving proof of the MTOW must be provided to the carrier by the aircraft owner.

LANDING FEE

The landing charge is levied for all aircraft landing at Toulon Hyeres airport. The landing charges are calculated on the MTOW of the aircraft as stated in the Airworthiness Certificate, the Aircraft Flight Manual or in any other equivalent official document (e.g. Veritas data base), and rounded up to the next tone.

Less than 6 tons	€ 7.1909
Between 6 and 11 tons	€ 7.1909 + € 0,9723 x (MTOW - 6T)
Between 12 and 24 tons	€ 13.0242 + € 3.8015 x (MTOW - 12T)
Between 25 and 74 tons	€ 62.4433 + € 6.8072 x (MTOW - 25T)
More than 75 tons	€ 402.8018 + € 8.7542 x (MTOW - 75T)

Special conditions

A discount on landing charges is applicable for:

// helicopters - **50%** discount

All aircraft forced to return to Toulon Hyères airport due to technical problems or adverse weather conditions are exempt from the landing charge.

ACOUSTIC MODULATION FEE

In accordance with the Decree of the 26th of February 2009, the landing fee rate is subject to a modulation coefficient varying according to the acoustic group of the aircraft.

Group 1	1.40
Group 2	1.20
Group 3	1
Group 4	0.95
Group 5	0.90
Group 6	0.90

ENVIRONMENTAL MODULATION (CARBON EMISSIONS SCHEME)

As part of its environmental strategy, the SEATH implements its carbon emission scheme based on a bonus / penalty percentage modulated on the landing fee.

Principles and calculation:

// Financial neutrality for SEATH

// Calculation of CO2 emissions produced during the LTO cycle (cycle that covers the approach, taxiing, take-off and climb phases, below 3,000 feet or 915m and contributes to local pollution) based on the registration and aircraft type

// Consideration of the aircraft seats configuration. This gives the LTO Cycle / seat (allowing an analysis of LTO cycle by seat) based on the registration and aircraft type

Classification of aircrafts into 2 groups according to the seats offered:

- ≤ 19 seats,
- > 19 seats.

The comparison of an aircraft LTO cycle / seat versus the 2021 average LTO cycle / seat (of the aircraft group to which it relates) allow to determine whether the aircraft will be subject to a bonus or a penalty.

As a result, if an aircraft emission (LTO cycle / seat) is :

	Result
// Higher than than the 2021 LTO cycle / seat average of the related aircraft group	Malus
// Lower than than the 2021 LTO cycle / seat average of the related aircraft group	Bonus
// Equal to the 2021 LTO cycle / seat average of the related aircraft group	Neutral

Average LTO cycle / seat per group at Toulon Hyeres airport in 2021

Category	Average LTO/seat in 2021
// Aircraft with ≤ 19 seats	30.23 Kg CO2
// Aircraft with > 19 seats	7.29 Kg CO2

For more details, please refer to the annex.

PASSENGERS FEE

Passenger (out RMP)

// National & Schengen : **24 € / departing passenger**

// Non Schengen & International : **34 € / departing passenger**

Reduced Mobility Passenger

A charge for passenger with reduced mobility is due for each departing passenger. It is compulsory for all passengers.

// Tariff : **0.90 € / departing passenger**

PARKING CHARGE

A charge is levied for the parking of all aircraft at Toulon Hyeres Airport (including medical flight). The charge is calculated on the basis of the MTOW indicated in the Airworthiness Certificate, the Aircraft Flight Manual or in any other equivalent official document and on the total parking time and rounded up to the next unit. Every hour commenced must be paid. **First 60 minutes free of charge for commercial and business flights.**

// Tariff : **€ 0.283 / tons (MTOW) and per hour**

MODULATION (not applied to the medical flight)

From the 1st May until the 31st October: a **100%** surcharge will be applied on the parking charge.

For long stays, the parking charge can be subject to mutual agreements between the Operator and the SEATH.

LIGHTING CHARGE

This fee is payable by any aircraft taking off or landing at the airport when the lightings have been switched on at night or in poor visibility during the day, or at the request of the captain.

// Tariff : **€ 29.21 / movement**

FUEL DELIVERY CHARGE (JET A1)

// Tariff: **€ 0.277 / hectoliter**

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HANDLING RATES

Applicable from 1st April 2022

PREAMBLE

Handling is mandatory for all aircrafts – private or commercial.

Handling is mandatory for all helicopters with passengers.

Ground handling services are provided in accordance with the terms and provisions of the IATA Ground Handling Agreement (GHA) 2018, subject to the following conditions:

- Articles 7.1, 7.2 and 7.3 of the Main Agreement are excluded. The SEATH payment terms apply in all circumstances.
- Articles 11.1 to 11.10 of the Main Agreement are not applicable.
- Notwithstanding Article 3.1 of the Main Agreement, SEATH has the right to delegate any of the agreed services to subcontractors without the carrier's prior written consent.
- The limit of liability referred to in article 8.5(a) of the Main Agreement is USD 500 000.

DEFINITIONS

FERRY / FERRY: no passengers on arrival and departure

FERRY / FULL or FULL / FERRY : passengers on arrival or on departure

FULL / FULL : passengers on arrival and on departure

PPR : Prior Permission Request) necessary

Please address your requests through MyHandling software : <https://cy.myhandlingsoftware.com>

SURCHARGE AND SPECIAL CONDITIONS

For aircrafts only :

A **50%** surcharge will apply to handling for all flights operated **on Sundays et on National Holidays** (French calendar)

For aircrafts & helicopters during the FRENCH GRAND PRIX

A **100%** surcharge will apply to handling for all flights operated from **the 22nd to the 24th July 2022.**

The surcharges are not cumulative. Only the highest mark-up will be applied.

The medical flights for organ transports will be charged on the ferry/ferry handling rate basis. **For the diverted flight request**, PPR are mandatory and submitted to cancelation fees.

AIRCRAFT AND HELICOPTER HANDLING RATES

CAT	MTOW	FERRY / FERRY	FULL / FERRY FERRY / FULL	FULL / FULL
H1	Helicopters < 3 tons	€ 61	€ 93	€ 116
H2	Helicopters ≥ 3 tons	€ 76	€ 115	€ 144
A	Less than 6 tons	€ 234	€ 355	€ 444
B	From 6 to less than 10 tons	€ 254	€ 386	€ 483
C	From 10 to less than 18 tons	€ 376	€ 572	€ 715
D	From 18 to less than 25 tons	€ 444	€ 675	€ 844
E	From 25 to less than 36 tons	€ 667	€ 1 015	€ 1 268
F	From 36 to less than 45 tons	€ 1 023	€ 1 555	€ 1 945
G	From 45 tons and more	€ 1 701	€ 2 585	€ 3 232

SERVICES INCLUDED IN THE HANDLING RATES

SERVICES	FERRY / FULL FULL / FULL	FERRY / FERRY
Marshalling	X	X
Wheel-chock positioning and removal	X	X
Passengers boarding and/or disembarking	X	
Baggage handling for passenger and crew	X	
Administrative support (immigration, customs...)	X	
Liaison with ATC	X	X
Crew assistance / shuttle from the aircraft to the FBO	X	X

SERVICES NOT-INCLUDED IN THE HANDLING RATE

Ramp services

SERVICES	TARIFF	DESCRIPTION
Toilet service	€ 134	per operation
Potable water	€ 134	per operation
GPU	€ 62	start-up
GPU	€ 134	per usage (up to 60 min.)
ASU	€ 201	per operation

Push is mandatory for all flights with at least one night stop from June until September

CATEGORIES	MTOW	PUSH TARIFF
A	Less than 6 tons	€ 46
B	From 6 to less than 10 tons	€ 62
C	From 10 to less than 18 tons	€ 63
D	From 18 to less than 25 tons	€ 118
E	From 25 to less than 36 tons	€ 134
F	From 36 to less than 45 tons	€ 160
G	From 45 tons	€ 191

SERVICES

Catering

Catering order / follow-up	15% administration fees
Storage	€ 13 per day and per bag
Catering delivery aboard	15% administration fees (on tax-free amount)
Coffee	€ 17
Hot water	€ 7
Ice cubes (bag of 5 litre)	€ 7
Press / flowers / laundry	On request with 15% admin fees

Cleaning

Dish washing service	€ 81 / operation
1/2 dish washing service	€ 43 / operation
Aircraft interior cleaning	Price on request

Reservations / transport

CATEGORIES	HIGH SEASON FROM APRIL TO OCTOBER	LOW SEASON NOVEMBER TO MARCH INCLUDED
Hotel reservation and associated admin	€ 70 / per operation	€ 35 / per operation
Limousine reservation and associated aircraft	15% administration fees	15% administration fees
Taxi reservation	15% administration fees	15% administration fees
Car rental reservation and associated admin	€ 70 / per operation	€ 35 / per operation

Price to access the terminal outside opening hours : € 170 / 30 minutes

Other requests: 15% of administration fees

I. I. DATA USED FOR THE CALCULATION OF LTO CYCLE/SEAT EMISSIONS

All the necessary data for the calculation of bonus and penalties are part of the SEATH invoicing system.

Aircraft seat offer

// The aircraft seat configurations stored in the SEATH invoicing system originate from the SEATH 2019 historical traffic data base.

// In case of disagreement with the data used, the user will be required to provide the SEATH with a proof of its aircraft seat capacity.

LTO cycle / seat

// LTO cycle emissions are determined by ICAO (International Civil Aviation Organisation), EASA (European Aviation Safety Agency) and ACI (Airport Council International) according to the aircraft engine type and number.

// For each aircraft registration, the LTO cycle emission is divided by the aircraft seat configuration to give the LTO cycle / seat.

// If an aircraft registration is not listed within the ICAO or EASA data bases, the SEATH will use the CO2 emissions listed by ACI within the Airport Carbon and Emissions Reporting Tool (ACERT):

TYPE AVION	NOMBRE DE MOTEUR	TYPE DE MOTEUR	CYCLE LTO (KG CO2)
Business Jet	2	B	94.84
Business Jet	3	B	344.50
Business Jet	4	B	2444.20
Hélicoptère	1	H	18.50
Hélicoptère	2	H	37.05
Hélicoptère	3	H	293.00
Avion à pistons	1	P	15.24
Avion à pistons	2	P	55.87
Avion turbo	1	T	45.59
Avion turbo	2	T	91.25
Avion turbo	3	T	136.79
Avion turbo	4	T	940.41

// In case of disagreement with the data used, the user will be required to provide the SEATH with a proof of its LTO cycle emission.

II. BONUS / PENALTY CALCULATION METHOD

Bonus / Penalty specification

Aircrafts are classified into 2 groups according to their seats configuration:

// ≤ 19 seats

// > 19 seats

In 2022, for an aircraft, the comparison of its LTO cycle / seat versus the 2021 average LTO cycle / seat (of the aircraft group to which it relates) allow to determine whether the aircraft will be subject to a bonus or a penalty.

Average LTO cycle / seat per group at Toulon Hyères airport in 2021

CATEGORY	2019 BASELINE
Aircraft with ≤ 19 seats	30.23 Kg CO ₂
Aircraft > 19 seats	7.29 Kg CO ₂

As a result

IF AN AIRCRAFT EMISSION (LTO CYCLE / SEAT) IS:	RESULT
Higher than the 2019 LTO cycle / seat average of the related aircraft group	Penalty
Lower than the 2019 LTO cycle / seat average of the related aircraft group	Bonus
Equal to the 2019 LTO cycle / seat average of the related aircraft group	Neutral

// Bonus / penalty formula calculation :

$$\text{Modulation} = (\text{Baseline av. LTO} - \text{aircraft LTO}) \times \text{Modulation factor}$$

CATEGORIES	AIRCRAFT WITH ≤ 19 SEATS	AIRCRAFT WITH > 19 SEATS
Baseline	30.23	7.29
Modulation factor for a bonus	0.36%	0.15%
Modulation factor for a malus	0.06%	0.14%

The SEATH will provide its users with their bonus and penalties upon the presentation of the aircraft registrations, the aircraft seats configuration, and the aircraft LTO cycle emission CO₂.

EXEMPLE A

For a Cessna Mustang (Model 510) which offers 5 seats generates an LTO cycle / seat of 30.59 Kg CO₂ :

// 30.59 Kg CO₂ being higher than 27.19 Kg CO₂, the aircraft will be subject to a malus.

// The calculated penalty for the Cessna Mustang (Model 510) is + 0.03% of its landing fee. This malus is calculated using the formula:

$$\text{Modulation} = (30,59 - 30,23) \times 0,01 = 0,03\% \text{ (to 2 decimals places)}$$

EXEMPLE B

For a PC12 which offers 6 seats generates an LTO cycle / seat de 13.94 Kg CO₂ :

// 13.94 Kg CO₂ being lower than 27.19 Kg CO₂, the aircraft will be subject to a bonus.

// The calculated bonus for the PC12 is - 0.80% of its landing fee. This bonus is calculated using the formula:

$$\text{Modulation} = (13,84 - 30,23) \times 0,06 = -0,80\%$$

EXEMPLE C

For a CRJ7 which offers 72 seats generates an LTO cycle / seat de 10.06 Kg CO₂ :

// 10.06 Kg CO₂ being higher than 8.41 Kg CO₂, the aircraft will be subject to a malus.

// The calculated malus for the CRJ7 is +7.43% of its landing fee. This penalty is calculated using the formula:

$$\text{Modulation} = (10,06 - 7,29) \times 4,50 = 7,43\%$$

EXEMPLE D

For a Boeing 737-800 which offers 189 seats generates an LTO cycle / seat de 7.15 Kg CO₂ :

// 7.15 Kg CO₂ being higher than 8.41 Kg CO₂, the aircraft will be subject to a bonus.

// The calculated bonus for the Boeing 737-800 is -3.16% of its landing fee. This bonus is calculated using the formula:

$$\text{Modulation} = (7,15 - 7,29) \times 2,51 = -3,16\%$$

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