



PRIVATE AVIATION
FEES AND CHARGES RATES

IN EFFECT FROM 01/04/2022 TO 31/03/2023



CLERMONT-FERRAND AUVERGNE AÉROPORT

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Updated 01/03/2022

CONTACTS

Private Aviation

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fbo@aeroport-clermont.fr

Accounts Department

+33 4 73 62 71 05

comptabilite@aeroport-clermont.fr

GENERAL TERMS AND CONDITIONS

These terms and conditions apply to the services delivered by Société d'Exploitation de l'Aéroport de Clermont-Ferrand Auvergne (SEACFA).

The terminal is open from Monday to Sunday. To know Opening hours, check our web site www.clermont-aeroport.com, "Access & Parkings" / Opening hours.

In the event of dispute about tariff application conditions, it is the French version which prevails.

INVOICING

Invoices are issued using the information provided by the customer (identity, invoicing address, intra-community VAT n°, registration, etc.). It is therefore up to the customer to inform the airport of any changes.

Invoices are issued in euros.

FEES AND CHARGES

All fees and charges set out in this document are expressed in euros and exclude taxes. Charges are subject to change upon conditions defined in the Civil Aviation code and are subject to publication.

PAYMENT TERMS

Invoices are payable immediately upon receipt.

Any amount due under this fees and charges guide becomes payable the day it is invoiced and payable upon receipt to SEACFA, before the considered aircraft leaved the airport, at the latest.

Payment is considered to have been made upon actual receipt of payment. The customer may pay invoices in euros (no early payment or security deposit guarantees shall be accepted).

A customer who wishes to benefit from a deferred payment must send a written request to SEACFA 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 differed payment, no deferred payment will be granted.

SEACFA 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 SEACFA.

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

If SEACFA 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 SEACFA 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 SEACFA at any time.

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

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 SEACFA 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

SEACFA 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) SEACFA, 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 SEACFA.

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.

METHODS OF PAYMENT

To facilitate payment processing, the client must provide the reference numbers shown on the relevant invoices (invoice n, client n°).

SEACFA does not accept commercial bills (promissory notes, drafts and bills of exchange). Payment can be made:

a) Full payment

An operator or aircraft owner who has not signed a private agreement with SEACFA must pay invoices to SEACFA in advance by bankcard or in cash prior to each take-off. In the event that payment is not made in full, the invoice will be sent to the client at the end of a two-week period. An invoicing charge of 15 € exc. tax will be added to this invoice.

b) By bank transfer

SOCIETE D'EXPLOITATION DE L'AEROPORT DE CLERMONT-FERRAND/AUVERGNE			
Agence BNP PARIBAS AUVERGNE ENTREPRISES			
Bank Code	Sort Code	Account No.	Check Digit
30004	02684	00010095054	33
IBAN (International Bank Account Number): FR76 3000 4026 8400 0100 9505 433			
BIC (Bank Identifier Code): BNPAFRPPXXX			

Any international bank transfer charges incurred are payable by the payer.

c) By cheque

To the order of:

SEACFA
1 rue Adrienne Bolland
Aéroport Clermont-Ferrand Auvergne
63510 AULNAT
France

LATE OR NON-PAYMENT PROCEDURE

Late payment, reissue

The non-payment by the customer of any amount due is likely to result in (cumulative list):

- the invoicing of late payment penalties corresponding to the ECB rate increased by 10 points,
- the transmission to the recovery and litigation service and the invoicing of a fixed compensation for recovery costs in the event of late payment set by decree at 40€, as well as the costs of legal services and other professional services,
- the involvement of the constituted guarantees and the guarantees provided can be called upon simple formal notice from SEACFA (with guarantee reconstitution obligation),
- the immediate withdrawal of the benefit of a deferred payment granted beforehand,
- the suspension of payment by SEACFA of all amount due under an incentive pricing measure,

- the implementation of prosecutions and in particular, to request, from the authority responsible for air traffic on the aerodrome, that the aircraft be detained until deposit of the amount of the sums in dispute (article L.6123- 2 of the transport code).

Claims

Claims are not suspensive of payment. Claims are admissible for a six months period from the date of issue of the invoice.

Claims must be made in writing to the accounts department, at the following address:

SEACFA
1 rue Adrienne Bolland
Aéroport Clermont-Ferrand Auvergne
63510 AULNAT
France
Email: comptabilite@aeroport-clermont.fr

Claims must state:

- The invoice n° for the invoice in question
- The date and, where applicable, the flight n° in question
- The service in question

APPLICABLE LAW AND DISPUTE RESOLUTION

These regulations are subject to French law. Any dispute arising from the interpretation or application of these regulations shall be subject to the exclusive jurisdiction of the French courts.

In the event of a conflicting interpretation of any articles that are provided in the English language, the original French version shall be deemed the sole official text.

VAT

All charges are shown excluding taxes. VAT on airport services is invoiced at the tax rates applicable on the day the service is provided.

VAT exemption declaration

VAT is applied at the prevailing rate. VAT application and exemption principles for airport services (landing charges, parking charges, passenger charges, fuel charges) and for associated services are set out in articles 259-1° and 2° of the General Tax Code (in application of the “service” directive 2008/8/EC of the Council of 12 February 2008), as well as article 262-II 7° of the GTC).

Exemption is applied in line with the instructions set out in the GTC in force on the date that charges are applied (4° II of article 262).

In all cases, VAT is applied in line with the regulations that apply to the airline being invoiced for airport services.

The principle of VAT exemption is governed by:

1. Article 262, II-4 of the General Tax Code

“II. The following are also exempt from value added tax:

Delivery operations, processing operations, repair operations, maintenance operations, freight and lease operations applying to aircraft used by airlines whose services operating to or from France or overseas territories and departments, excluding metropolitan France, represent at least 80% of the services they operate processing operations, repair operations, maintenance operations, freight and lease operations applying to aircraft used by airlines whose services to or from France or overseas territories and departments, excluding metropolitan France, represent at least 80% of the services they operate”

2. Points e), f) and g) of article 148 of European Directive 2006/112 CE of 28/11/2006

Member states exempt the following operations:

e) The supply of goods for the provision of aircraft used by airline companies primarily operating remunerated international routes

f) Deliveries, processing, repairs, maintenance, charter and leasing of aircraft mentioned in point e), as well as deliveries, rentals, repairs and maintenance of items that are part of or used during the operation of these aircrafts;

g) The provision of services other than those mentioned in point f), carried out for the direct needs of the aircrafts mentioned in point e) and their cargoes.

Any other service not mentioned below is subject to the prevailing taxes.

The various services affected by this exemption are set out in articles 73D and E of appendix III of the General Tax Code.

Companies wishing to be made exempt must provide SEACFA with a valid certificate for the current year.

This document certifies that services to or from overseas or DOM-TOM territories, excluding mainland France, make up at least 80% of the services operated.

In the absence of such a certificate, SEACFA shall issue the invoice to the beneficiaries with the prevailing rate of VAT included. In such an event, no adjustments on invoices already issued will be made and VAT exemption shall apply from the date that the certificate of exemption is received.

AERONAUTICAL CHARGES

Applicable on 1st April 2022

GENERAL PRINCIPLES

The regulated charges below are specific to the activity of private aviation less than or equal to 3 tons and not requiring handling services.

Please refer to the “Business Aviation” schedule of charges for any service not mentioned in this document. The complete document is available on the airport website at www.clermont-aeroport.com

SEACFA reserves the right to amend these regulations at any time in order to reflect any statutory or regulatory change.

The charges set out in this regulation may be amended by SEACFA in accordance with the provisions of the Civil Aviation Code.

DEFINITION

MTOW - Maximum Take-off Weight of an aircraft. The MTOW must be given in tonnes and rounded up to the highest full number. The aircraft owner must provide the airfield operator with documents that certify the MTOW.

LANDING CHARGES

The charge is payable for any aircraft that lands and is calculated according to the maximum take-off weight (MTOW) shown on the aircraft’s navigation certificate (or on the VERITAS register), rounded up to the higher tonnage value.

This charge includes lighting services:

WEIGHT (W in Tons)	FEE	
	Base € excl. VAT	Step € excl. VAT
$0 < W \leq 3$	31.29	-

A 50 % remittance shall be applied to any cash payment (excluding membership fees).

The client can make a cash payment on the Business Aviation Terminal or at Aéroclub d’Auvergne (Tel: 04 73 92 00 56).

Modalities aiming to reduce or compensate carbon emissions (carbon modulation scheme)

As part of its environmental strategy, SEACFA wishes to encourage users of Clermont-Ferrand Airport to operate planes that emit less CO₂ with the implementation of its carbon emission scheme.

This mechanism is a bonus/malus percentage calculated on the landing fee. The scheme is financially neutral for SEACFA.

This modulation is applied on the landing fee invoicing according to the following principles:

A reference basis is determined for each aircraft category, allowing to determine whether an aircraft will receive a bonus or a malus depending on the CO₂ emissions per seat during the LTO cycle:

- If the emissions generated by the aircraft are above the reference basis of its category, a malus will be applied to the landing fee;
- If the emissions generated by the aircraft are below the reference basis of its category, a bonus will be applied to the landing fee.

The emissions during the LTO cycle per seat corresponds to the kilograms of CO₂ emit during the approach phasis, taxiing, take-off and climbing above 3,000 feet per aircraft seat.

Categories	Aircraft ≤ 19 seats
Reference basis (kg CO ₂ /seat)	27,51
Modulation factor in case of bonus	0,03%
Modulation factor in case of malus	0,03%

Example:

A DR40 with a capacity of 4 seats emits 4,60kg of CO₂ per seat. It will be applied a bonus of 0,08% of its landing fee per step of 1 from the reference basis.

The reference basis of an aircraft ≤ 19 seats is 27,51kg of CO₂ per seat.

The DR40 emits -22.91kg of CO₂ from the reference basis.

So, the bonus is $0,03\% * 22,91 = 0,57\%$

Its landing fee will be decreased by 0,57%

The carbon modulation scheme does not apply to aircraft subject to an aeroclub membership.

GENERAL AVIATION FEE

The fee includes one single landing (lighting included), parking for one calendar day – any day begun is payable in full.

WEIGHT (W in Tons)	1st calendar day € excl. VAT	Parking beyond the 1st day € excl. VAT
$0 < W \leq 3$	31.29	9.42

AEROCLUB MEMBERSHIP

The request must be formalised prior to the flight and prior to the aero-club reporting period being present on the platform.

MEMBERSHIP	€/excl. VAT /REG./MONTH
AERO-CLUB	56.15

Special conditions

Refer to the Decree of January 24, 1956: **Conditions for establishing and collecting landing fees and for the use of lighting devices on public aerodromes in application of the DE. 53-893 of September 24, 1953.**