



*Nice Cote d'Azur Airport*

## **AIRPORT FEES AND CHARGES**

AIRPORT PUBLIC SERVICES CHARGES APPLICABLE FROM NOVEMBER 1<sup>ST</sup> 2023

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### REQUESTS FOR PREMISES

For any information concerning available premises in Nice-Côte d'Azur Airport,  
please contact:

[Email : henri.poupardin@cote-azur.aeroport.fr](mailto:henri.poupardin@cote-azur.aeroport.fr)  
[christelle.simon@cote-azur.aeroport.fr](mailto:christelle.simon@cote-azur.aeroport.fr)

### INVOICING CONTACTS

#### NICE-COTE D'AZUR AIRPORT

For any general inquiry concerning invoices issued by Nice-Côte d'Azur Airport, please  
contact:

Mrs Michèle LAMASSE  
Airport Customer Accounts Manager  
Tél. 04 93 21 32 82

[Email : michele.lamasse@cote-azur.aeroport.fr](mailto:michele.lamasse@cote-azur.aeroport.fr)

## TYPE OF INVOICE

## CORRESPONDANTS

<u>Aeronautical charges</u>	Tél. 04 93 21 30 81
	<a href="mailto:redevances@cote-azur.aeroport.fr">Email : redevances@cote-azur.aeroport.fr</a>
→ Immediate payment (Private Individuals)	"
Movements statistics	"
→ Airline Invoicing	"
<u>Extra-aeronautical charges</u>	Mme Lamassé Tél. 04 93 21 32 82
	<a href="mailto:michele.lamasse@cote-azur.aeroport.fr">Email : michele.lamasse@cote-azur.aeroport.fr</a>
→ Estate charges	"
• Land and premises occupancy	"
• Rental charges (climatic comfort)	"
• Rental charges (electricity)	"
• Other rental charges (communal charges, removal of waste, water, etc.)	"
• Car Park (including staff car parking facilities)	<a href="mailto:boutique-parkings@cote-azur.aeroport.fr">Email : boutique-parkings@cote-azur.aeroport.fr</a>
→ Trade concession charges	Mme Lamassé Tél. 04 93 21 32 82
	<a href="mailto:michele.lamasse@cote-azur.aeroport.fr">Email : michele.lamasse@cote-azur.aeroport.fr</a>
→ Charges for the use of facilities and equipment	Mme Raspail Tél. 04 93 21 30 45
	<a href="mailto:frederique.raspail@cote-azur.aeroport.fr">Email : frederique.raspail@cote-azur.aeroport.fr</a>
• Private television networks, etc.	"
• Other types of facilities and equipment	"
• Cargo facilities (Cold room, Safety vault, etc.)	M. Montariol Tél. 04 93 21 59 12
	<a href="mailto:eric.montariol@cote-azur.aeroport.fr">Email : eric.montariol@cote-azur.aeroport.fr</a>
→ Access badges and safety awareness	Mme Raspail Tél. 04 93 21 30 45
	<a href="mailto:frederique.raspail@cote-azur.aeroport.fr">Email : frederique.raspail@cote-azur.aeroport.fr</a>
	Mme Martinez Tél. 04 93 21 59 02
	<a href="mailto:delphine.martinez@cote-azur.aeroport.fr">Email : delphine.martinez@cote-azur.aeroport.fr</a>
→ Driving licences charges	Mme Boetti Tél : 04 93 21 59 36
	Email : <a href="mailto:magali.boetti@cote-azur.aeroport.fr">magali.boetti@cote-azur.aeroport.fr</a>

## TERMS AND CONDITIONS OF SALE

The company Aéroports de la Côte d'Azur S.A ("ACA") manages and operates Nice Côte d'Azur and Cannes-Mandelieu airports ("Airports") and provides within this framework various services (the "Services") to its customers and users ("Clients"). Any provision of Services is subject to these general terms and conditions of sale ("Terms"), which take precedence over any other document, except for any specific contract expressly derogating from it. Any request and/or effective use of any Service implies therefore the acceptance of these Terms. As part of this contractual relationship, the fact that ACA has not required the application of a law and/or of any provision of the Terms, either permanently or temporarily, may in no case be considered a waiver of the benefit of such right or clause.

### 1. MEANS OF PAYMENT

Payment for services billed by ACA has to be made on due date and in one installment:

- by bank or postal transfer to "SA Aéroports de la Côte d'Azur Nice » - (account BNP Nice) as follows :  
RIB : Bank Code: 30004 - location code: 02816 - account n°000 10017529 - Key: 59  
IBAN: FR76 3000 4028 1600 0100 1752 959  
BIC: BNPAFRPPXXX
- for transfers from abroad, Clients are required to stipulate "fees to be paid by the issuer"
- by direct debit from bank or postal account, by credit card on site or remotely
- by payment in cash (Euros) within the limit of legal amounts

### 2. SETTLEMENT LIMITS

Invoices are payable within 30 days from their date of issue. The non-contestation of the invoice within 15 days after its receipt by the Client implies his final acceptance. No discount for early payment shall be granted.

### 3. SANCTIONS AGAINST DELAY OR NON-PAYMENT

#### 3.1 Late payment interest, legal recovery fees and litigation costs:

The simple observation of any case of delay or non-payment, regarding all or part of an invoice, will generate the application of penalties for late payment, payable from the day following the settlement date mentioned on the invoice, at the fixed annual rate of 12 % without the need of any prior notice. Notwithstanding any penalty provided in any specific contract of Services entered into between the parties, the Client will also be required to pay a legal lump sum of € 40 (excluding tax) for recovery costs (as provided by law according to article L.441-6 of the French Commercial Code) and a fee to cover the costs of treatment of unpaid records by ACA's litigation department.

#### 3.2 Cancellation of advantages and due payment

In case of delay or non-payment of all or part of an invoice, ACA may immediately and irreversibly cancel any discount, rebate or any reductions possibly granted to the Client and/or in parallel pronounce the acceleration of the term and require the immediate payment of any other invoice issued to the said Client. All associated costs to this procedure shall be at the expense of the Client. The payments where recovery is processed through litigation will be allocated in priority to the oldest invoices.

#### 3.3 Non-execution exception – Precautionary seizure

ACA reserves the right to stop the provision of any Services to a Client who does not execute its payment obligations, unless this Client provides ACA with reliable financial guarantees and/or a cash settlement. Notwithstanding the interest on arrears and prosecution costs, ACA will conduct any precautionary seizure in accordance with the laws and regulations in order to guarantee any due payment, including if necessary, the seizure of any aircraft.

### 3.4 Compensation

ACA will automatically proceed to the compensation of any existing mutual debts between the Client and ACA, as soon as they meet the legal requirements of fungibility, liquidity and due payment (according to French law). The Client is informed that all operations performed in accordance with any contracts and/or agreements effective between the Parties may be subject to compensation by ACA after which only the balance will be due.

### 3.5 Termination of the contract

In case of breach by either party of any of its obligations, the present contractual relationship may be terminated as of right by either of the parties, thirty (30) days following receipt by registered letter with acknowledgment of receipt of a formal notice remained unsuccessful. The termination under this article shall be without prejudice to any action that the law or the contract allows either party in such cases, including any claims for damages. Amounts received in exchange for services rendered are then not refundable except in cases of unforeseeable natural phenomenon or termination because of ACA's fault. If necessary, ACA also reserves the right to terminate the contract in good faith in case of a serious breach of the Client's obligation to pay on time.

## **4. INTELLECTUAL PROPERTY RIGHTS**

ACA retain all intellectual property rights attached to the Services. Any reproduction, representation or distribution of all or part of the elements covered by these rights (documents, media, logo etc.) is strictly prohibited without prior and express authorization of ACA.

## **5. APPLICABLE LAW - COURTS - LANGUAGE**

These Terms and any dispute related to Services provided by ACA are subject to French law and the exclusive competence of the courts of Nice. In case of a conflict between a translated version of the Terms and the French version, only the latter shall prevail between the parties.

## **6. MEDIATION – CONSUMERS RIGHTS**

In accordance with the Consumer Code, each consumer shall be entitled to free recourse in relation to any contractual dispute with ACA offered by the Consumer Mediator designated hereinbelow: MTV Médiation Tourisme Voyage, BP 80 303 - 75 823 Paris Cedex 17, [www.mtv.travel](http://www.mtv.travel). A recourse to the mediator may only be referred provided that the consumer has first attempted to settle the dispute directly with ACA by submitting a claim in writing and failing to receive a satisfactory response within 60 days with effect from the date of receipt of the initial claim (the complete mediation referral process is available on its website: [www.mtv.travel](http://www.mtv.travel)).

## EXPENSES OF INVOICING, RECOVERY AND LITIGATION COSTS

Applicable tariffs from November 1, 2023

### Invoicing expenses

Particular cases of aircraft charges

The aircraft charges are periodically invoiced to the users:

- \* based or having premises at the airport
- \* signed a subscription for the shelter of their plane
- \* charges of which are taken into account by accredited consignees
- \* regular, benefiting from an amenity of Aéroports de la Côte d'Azur which this one has the faculty to withdraw any time
- \* not entering aforementioned categories but having guaranteed their payment by accepting the direct debit on their bank account. In the latter case exclusively, bank charges related to this mode of regulations are supported by the user
- \* finally, for aircraft movements outside the opening time of the airport's toll office

For other users, the aircraft charges are invoiced for each movement and must be paid mandatory before any take-off. In case of non-payment in cash, the bill will be addressed at the end of the month to the user, adding a fixed sum for "invoicing expenses" in the amount of € 19,60 ex. VAT. This lump sum does not exempt from litigation costs mentioned below.



## Penalties for late payment or failure to pay

### 1. Litigation costs

These fees are intended to cover the costs of processing unpaid cases by the Litigation Department. The amount of the litigation costs is fixed at € 67,40 ex. VAT.

With respect to litigation costs related to aircraft charges, in accordance with the procedure envisaged by Article L 6123-2 of the Transportation Code, seizure of the aircraft could be requested until consignment of the amount of dispute is deposited.

### 2. Invoice payability clause

Moreover, such delay in payment will result in the immediate and irreversible cancellation of all price reductions which have been offered to the client, and cause the payment facility to be cancelled, thereby rendering all invoices issued payable.

All costs associated with the procedure are at the full and entire responsibility of the debtor.

## DEBT SECURITY

Each client is required to provide a security deposit or a first demand bank guarantee according to the terms mentioned below. If the guarantee is not provided, a security deposit will be invoiced automatically.

### 1 - Aeronautical activity

#### a) Estate charges

Guarantee equal to three months of charges in the form of a renewable deposit not subject to interests.

#### b) Aeronautical charges

Regular airlines and scheduled charters: one month estimated aeronautical fees in the form of a first demand bank guarantee or a security deposit not subject to interests.

Criteria for calculation:

- The heaviest aircraft of the fleet operating the route
- Acoustic group: 1
- Aircraft load factor: 80%
- Excluding incentive pricing

If the said guarantee is not provided, one month of estimated aeronautical fees will be invoiced.

Unscheduled charter airlines in an observation period following legal redress: arrange prepayment with the fees department 7 days in advance of the flight, by contacting [redevances@cote-azur.aeroport.fr](mailto:redevances@cote-azur.aeroport.fr)

Business Aviation: invoicing to accredited consignees (Agents), one month of estimated aeronautical fees in the form of a first demand bank guarantee or a security deposit not subject to interests.

Clients who wish to be invoiced directly are required to open an account.

They must either:

- pay a security deposit equal to one month of estimated aeronautical fees calculated on the basis of the activity of year N-1, to be revised based on the activity of year N+1. The security deposit must be at the value of at least €2,000.00,
- opt to pay invoices by direct debit (on accounts in France),
- arrange prepayment with the fees department 7 days in advance of the flight, by contacting [redevances@cote-azur.aeroport.fr](mailto:redevances@cote-azur.aeroport.fr)
- settle the invoice before the departure of the aircraft, by credit/debit card at counter of the fees
- provide a security deposit of at least €2,000.00 and pay remotely (by credit/debit card).

The invoices are sent to the billing address.

### 2 - Commercial activity

Any commercial activity carried out at Nice-Côte d'Azur Airport is subject to payment of a deposit equal to estimated commercial charges for three months, or to a quarter of the minimum guarantee.

# NICE-COTE D'AZUR AIRPORT AIRPORT PUBLIC SERVICES CHARGES

## *I – Airport Tax and COHOR fee*



## Airport tax

The airport tax is used to finance expenses for safety, fire, rescue services, fight against avian peril, security and certain measures carried out in the context of environmental controls.

This tax is collected by the DGAC (French civil aviation authority) and transferred to the airport management company.

### Applicable tariffs from April 1, 2023 to March 31, 2024

- € 9,45 per passenger boarding in Nice which is:
  - € 8,55 Groupement Nice Côte d'Azur - Cannes-Mandelieu rate
  - € 0,90 national surcharge
- € 1,00 per tonne of freight or mail loaded.

## Fee for services rendered for the coordination and facilitation missions on French airports (COHOR)

According to Decree n° 2017-60 of January 23, 2017 introducing a new fee-based financing of the services of coordination and facilitation missions rendered on the qualified airports, a coordination fee is collected by Aéroports de la Côte d'Azur in the name and on behalf of the COHOR association.

Since July 1, 2017, this coordination fee is collected from aircraft operators for each landing at Nice-Côte d'Azur Airport.

### Applicable tariffs from April 1, 2023

€ ex. VAT  
2,00 €

Per landing

More information on the regulatory measures introducing the coordination fee available at:  
<http://www.developpement-durable.gouv.fr/coordination-et-facilitation-dhoraires>  
<https://www.cohor.org/redevance-service-de-coordination/>

## NICE COTE D'AZUR AIRPORT AIRPORT PUBLIC SERVICES CHARGES

In compliance with French Decree no. 2005-827 dated July 20, 2005, relating to the charges for services provided at Airports (Art R 224-1 to R 224-5), all the following charges correspond to services for :

- aircraft operators
- and their service providers when using:
  - land,
  - infrastructures,
  - facilities,
  - premises,
  - and airport equipment

provided by the airport operator to the extent that such use is directly necessary, at the Airport, for the operating of aircrafts or for that of an air transport service.

# NICE COTE D'AZUR AIRPORT AIRPORT PUBLIC SERVICES CHARGES

## *II – Aeronautical charges*

Information to be provided by airlines and/or airport assistants

- A) Landing charge
- B) Aircraft parking charge
- C) Passenger charge
- D) Assistance for people with reduced mobility
- E) Airport service quality commitment to airlines for commercial aviation (DL87)
- F) Charge for the use of fixed installations for aircraft refuelling
- G) Fee packages applicable to general and transient business aviation
- H) Passenger charge specific to the Business Aviation Terminal
- I) Charges for start Assistance "Kilo" apron
- J) Aeronautical charges for helicopters



## Information to be provided by airlines and/or airport assistants

### 1. DOCUMENTS RELATING TO THE AIRCRAFT

In the month preceding the arrival of the aircraft for scheduled airlines or before billing for business and general aviation, a copy of the following documents should be sent to:

**AERONAUTICAL CHARGES DEPARTMENT**

Nice Côte d'Azur Airport - BP 3331 – F-06 206 NICE CEDEX 3

Email : [redevances@cote-azur.aeroport.fr](mailto:redevances@cote-azur.aeroport.fr)

TEL : +33 (0) 4 93 21 30 81

#### Aircraft information

- The Noise Certificate for each registration, including aircraft type, maximum takeoff weight, engine and propulsion data, noise levels and noise certification standard (ICAO Annex Chapter Vol. 1).

#### Airline information :

- The Air Operator Certificate (AOC) with the fleet concerned, in order to ascertain the type of movement in commercial flight.
  - If this is the case, for French companies, a certificate from the company certifying that more than 80% of its traffic is international (for VAT exemption purposes).
  - The VAT number of the company/operator. In the case of European Union companies: intra-Community VAT number.
  - Declaratory lists not certified by the aviation authority of the country of origin will not be accepted.
- In the absence of these documents, invoices will be issued inclusive of VAT and no retroactive credit note will be issued.

### 2. PARAMETERS FOR CALCULATING THE LANDING CHARGE

The two parameters belonging to each aircraft, drawn up from the forwarded documents, are:

- The MTOW, Maximum Take-Off Weight, shown on the Certificate of Airworthiness (or failing that, on the Noise Certificate), rounded up to the nearest tonne
- The noise category calculated in accordance with the noise levels shown on the Noise Certificate.

Generally speaking, any modification to the composition or the characteristics of the fleet has to be communicated prior to the operating of a flight, in order to keep the registration file permanently up-to-date.

The updates shall be taken into account as of the date the documents are received, and shall apply to the period not invoiced, with no retroactive effect on previous invoices.

If this information is not available for an unknown registration, the landing fees shall be calculated in the following manner:

- Maximum Take-Off Weight for the heaviest model of the type of aircraft in question in accordance with the information contained in the files of Nice-Côte d'Azur Airport

- According to the decree of 8 September 2021, "Aircraft are classified into 6 acoustic groups..." and "it is the responsibility of the operator or, failing that, the aircraft owner to provide the aerodrome operator at its request with the supporting documents necessary for its classification. If these documents are not provided, the aircraft is classified in Group 1."

### 3. FORWARDING OF DATA RELATING TO A MOVEMENT INFORMATIONS DIVERSES

Regardless of the nature of its traffic, the airport operators or their representatives who can be the ground handling agency, shall inform the invoicing department, before or no later than one hour after the movement, of the breakdown of the load with regards to passengers, cargo and post per stop-over,

- via the SITA network (Payload messages LDM/SLS) for the operators using this network,
- via E-mail (redevances@cote-azur.aeroport.fr)

If this information is not available, billing will be based on the maximum capacity of the aircraft and no retroactive credit notes will be issued.

#### **SITA REDEVANCES : NCERAXH**

ACA reserves the right to conduct an audit and request documentation to verify the statements of passengers departing on flights from Nice-Côte d'Azur Airport to ensure appropriate calculation of the passenger fee.

### 4. MISCELLANEOUS INFORMATION

Any information likely to affect the invoice shall be forwarded to the fees department:

- Change of billing address
- Change of IATA or OACI code
- Change of ground handler
- Change concerning the ownership or the operating of an aircraft
- In the event of a technical problem with an aircraft, it is essential that a copy of the technical incident report justifying the immobilization of the aircraft is attached before invoicing and at the latest on departure of the aircraft.
- Full billing name and address with e-mail.
- Full name and shipping address with e-mail.

## A) Landing charge

Applicable tariffs from November 1, 2023

### 1) LANDING CHARGE RATES

The landing fee includes the ground lighting fee.

Charges are due for any aircraft that makes a landing and are calculated in line with the maximum take-off weight shown on the aircraft's Noise Limitation Certificate, rounded up to the nearest ton.

#### a) Standard fees

##### Landing charge

	Domestic/EU and international € ex. VAT
From 0 to 18 tonnes inclusive	40,54 €
Beyond 18 and up to 25 tonnes,	per additional tonne 3,00 €
25 tonnes	61,54 €
Beyond 25 and up to 75 tonnes,	per additional tonne 3,66 €
75 tonnes	244,54 €
Beyond 75 tonnes	per additional tonne 5,83 €

#### b) Variation coefficients

Except in the case of French military aircrafts, landing fees and charges depend on the aircrafts noise level and landing time.

The basic rate is multiplied by a coefficient, specified below, depending on the aircraft's acoustic group and the time of landing (local time). The acoustic groups are those defined by the decree of 8 September 2021.

<b>Acoustic variation coefficient</b>		
Group	Between 6 am to 10 pm	Between 10 pm to 6 am
1	1,50	3,00
2	1,05	2,00
3	0,87	1,57
4	0,77	1,23
5	0,67	1,07
6	0,64	1,02

It is the responsibility of the aircraft operator, or failing this, the aircraft owner, to provide the aerodrome operator with the requested justifying documents required to classify the aircraft.

If the document is not provided, the aircraft is classified in group 1. No retrospective credit note will be issued if the aircraft's acoustic group is not communicated.

## 2) GENERAL EXEMPTIONS

Landing charges do not apply to:

- aircrafts especially assigned to transport personalities exercising their functions, the list of which is drawn up by the Minister for Civil Aviation,
- aircrafts which, having left the airport for a given destination, are forced to return due to technical incidents or unfavourable weather conditions,
- State aircrafts which carry out technical missions by order of the Ministry for Civil Aviation.

## 3) SPECIAL DISCOUNTS

The following discounts are granted:

- Helicopters > 6 tonnes: 50% (helicopters up to 6 tonnes operating a regular commercial route or regularly engaged in an on demand transportation activity, being subject to a set tariff).

## B) Aircraft parking charge

Applicable tariffs from November 1, 2023

### 1) AIRCRAFT PARKING CHARGE RATES

The aircraft parking charge is paid by all aircrafts parking on terminal aprons. It is calculated per metric tonne and per hour with a set price from 0 to 18 tonnes and based on the maximum take-off weight shown on the Certificate of Airworthiness of the aircraft.

All aircraft parking on the terminal apron are entitled to 1h15 free parking.

Parking time is calculated for all aircrafts between the time of landing and the time of take-off.

#### Aircraft parking charge

		Domestic/EU and international € ex. VAT
0 to 18 tonnes inclusive	per hour	4,28 €
Over 18 tonnes	per tonne, per hour	0,25 €

*Any fraction of a tonne or of an hour counts respectively for 1 tonne or 1 hour*

### 2) DISCOUNTS

During the first 24 hours of parking :

- an exoneration is granted to aircrafts parked at night from 9 pm to 5 am UT for scheduled passenger flights
- a 50% discount is granted to aircrafts parked at night from 9 pm to 5 am UT for non-scheduled passenger flights

### 3) GENERAL PROCEDURE

Pricing policy :

- Up to 24 hours parking: basic rate
- Between 24 hours and 48 hours parking, the rate is increased by 100%.
- Between 2 and 7 days (2days < PARK ≤ 7 days) parking, the rate is increased by 300%.
- Beyond 7 days parking (PARK >7 days), the rate is increased by 350%

The 50% discount granted at night between 9 pm and 5 am UT does not apply to aircrafts parked for more than 24 hours.

Special terms :

The increase does not apply in the case of:

- scheduled passenger flights or composite flights (passengers and cargo)
- aircrafts based in Nice-Côte d'Azur Airport
- immobilization of the aircraft due to technical problems (subject to the transmission, by the handling agent, of a copy of the supporting documents to the fees department before invoicing and at the latest at departure of the aircraft)

### 4) MAINTAINING ORDER ON THE TERMINAL APRON

Any aircraft parked on the terminal apron that has not flown for more than two months, or is not in a condition to fly (classified "R") can be moved to an area where it does not interfere with the Airport operation, once the official notification sent by registered letter with receipt of delivery has been without answer for two weeks.

## C) Passenger service charge Terminal 1 and Terminal 2

The passenger service charge corresponds to the use of facilities set up for receiving passengers and public.

It is due by each departing passenger using

- a regular commercial flight
- a non-regular commercial flight over 6 tonnes
- a non-commercial flight over 25 tonnes

The tariff depends on the city of the destination location

#### Applicable tariffs from November 1, 2023 to March 31, 2024

Passenger service charge applicable to aircrafts

€ex. VAT per departing passenger

Domestic & Europe Schengen	5,39 €
Non Schengen Europe + United Kingdom	7,46 €
International	8,41 €

#### Applicable tariffs from April 1, 2024 to October 31, 2024

Passenger service charge applicable to aircrafts

€ex. VAT per departing passenger

Domestic & Europe Schengen	6,00 €
Non Schengen Europe + United Kingdom	8,31 €
International	9,36 €

The passenger service charge includes the “Check-in counters” and “Automatic data processing for check-in and boarding” services.

**State Members of the Schengen area:**

Germany, Austria, Belgium, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Czech Republic, Slovakia, Slovenia, Sweden along with three associated countries: Norway, Iceland and Switzerland.

**Non Schengen Europe:**

Bulgaria, Cyprus, Ireland, Romania, United Kingdom.

## D) Assistance for people with reduced mobility

Applicable tariffs from November 1, 2023

	€ ex. VAT
Per departing passenger	1,25 €
Per departing passenger applicable to airlines that have respected ACA's threshold in 2022, which is up to 30% of persons with reduced mobility not notified 36 hours before departure	1,04 €

**Terms and conditions :**

The fee for assistance to persons with reduced mobility is charged for:

- Regular commercial aircrafts
- Non-regular commercial aircraft over 6 tonnes
- Non-commercial aircraft over 25 tonnes
- Helicopters using a regular commercial route or regularly exercising a transport activity on demand

For aircrafts which are:

- Non-regular commercial up to 6 tonnes
- Non-commercial up to 25 tonnes

The fee for assistance to persons with reduced mobility is included in the set price airport charges.

## E) Airport service quality commitment to airlines for commercial aviation (DL87)

The Aéroports de la Côte d'Azur company (Hereinafter “ACA”), as part of a service quality program, agrees to indemnify any commercial aviation airline for any flight take-off delay of more than 30 (thirty) minutes beyond the scheduled departure time publicly announced by the airline and for which ACA and/or its Subcontractors is/are solely responsible.

Through this commitment, subject to the conditions below, ACA intends to further improve the company's image and attractiveness to airlines. It also dovetails France's intention to become the world's leading tourist destination, in both number of visitors and in our quality of welcoming our visitors.

## I - APPLICATION CONDITIONS

Compensation is subject to the existence of the causes and conditions listed below.

### I.1 - CUMULATIVE CAUSES OF DELAY

- A flight take-off delayed by more than 30 (thirty) minutes in relation to the scheduled departure time as shown on the passenger's ticket and with no delay of the flight on arrival at the Nice-Côte d'Azur Airport, AND
- No delay, in whole or in part, that is attributable to the Airline or any third party or subcontractor acting on its behalf, including ground handling. The delay must be the sole responsibility of ACA or its Subcontractors.

### I.2 - COMPENSABLE CASES

Only the following cases, coded DL87, and subsequently approved by ACA, will be subject to compensation:

- Breakdown/malfunction of baggage handling
- Breakdown/malfunction of boarding bridges
- Delays at security checkpoints (PIF), provided that the passenger is at the checkpoint at least at "hour Hs", meaning the check-in time limit (HLE) minus 15 minutes. The countdown of the 30-minute delay begins immediately after this security checkpoint time
- Delays resulting from assisting/processing PMRs (persons with reduced mobility), provided that the deadline is respected for the passenger to present himself/herself at check-in, which is 60 (sixty) minutes prior to departure for a short or medium-haul flight, and 90 (ninety) minutes prior to departure for a long-haul flight.

### I.3 - EXCLUSIONS

Departure delay due to:

- Any exceptional circumstances which could not have been avoided even if all reasonable measures had been taken (strikes, weather, demonstrations, public health measures, etc.)
- Cases of unforeseeable natural phenomenon
- malfunction of airport equipment made available to airlines and /or agents resulting from improper handling by agent or lack of agent resources
- passenger delays or flight delays due to governmental action (Police, French Civil Aviation Authority, Prefecture, etc.)
- to PMRs not notified within the regulatory deadline(s)

## II - INDEMNITY CALCULATION

As from January 1, 2016, once ACA confirms that all the conditions of the above section I are met, ACA undertakes to pay an indemnity at a flat rate of €7,67 per departing passenger, regardless of the flight category, in compensation of the prejudice suffered by the Airline.



## F) Charge for the use of fixed installations for aircraft refuelling

Applicable tariffs from November 1, 2023

The variable element rate of the charges for aircraft fuelling facilities is set at:

ex. VAT per hectolitre, Domestic, EU and International

Jet engine fuel	0,179 €
Petrol	0,256 €

## G) Set prices for transiting general and business aviation charges

Applicable tariffs from November 1, 2023

These set prices include charges for landing, lighting, parking, passengers and assistance for people with reduced mobility.

	Domestic, EU and International	
	€ ex. VAT	€ inc. VAT
0 to 4 Tons	81,48 €	97,78 €
4 to 6 Tons	86,59 €	103,91 €
6 to 8 Tons	149,03 €	178,84 €
8 to 10 Tons	166,87 €	200,24 €
10 to 12 Tons	184,94 €	221,93 €
12 to 14 Tons	212,81 €	255,37 €
14 to 16 Tons	242,00 €	290,40 €
16 to 18 Tons	259,60 €	311,52 €
18 to 20 Tons	277,65 €	333,18 €
20 to 25 Tons	295,25 €	354,30 €

### 1) GENERAL SET PRICE PROCEDURE

- Set price airport charges have to be invoiced by Nice-Côte d'Azur Airport for all transiting general and business aircrafts with a maximum take-off weight less than or equal to 25 tonnes.
- Set price airport fees can also be applied to non-regular commercial aircrafts with a maximum take-off weight less than or equal to 6 tonnes.
- Set price airport fees are for 24 hours and per turn-around. Beyond 24 hours: +15% increase for set price tariffs.

Set price charges are not applied to aircrafts:

- belonging to the Civil Security,
- benefiting from exemption from landing fees,
- belonging to the Military,
- operating a regular commercial line,
- carrying out "touch and go" operations.

Aircrafts over 25 tonnes are subject to the general regulations.

## 2) DISCOUNTS

Helicopters : 20% discount.

## H) Passenger fee specific to Business Aviation Terminal

Applicable tariffs from November 1, 2023

€ ex. VAT per departing passenger

Domestic & Europe Schengen

Europe Non Schengen

International

10,60 €

## I) Charge for start assistance « Kilo » apron

Applicable tariffs from November 1, 2023

### Definition

Charge for electricity and air conditioning installation on « Kilo » start apron

<u>Per take-off movement</u>	€ ex. VAT
aircraft ≤ 12 tonnes	103,82 €
aircraft > 12 tonnes and ≤ 25 tonnes	131,51 €
aircraft > 25 tonnes	159,20 €

### Terms of application :

- This charge is invoiced for the mandatory use of the Start Assistance System in order to reduce the noise nuisances, according to the AIP FRANCE AD2 LFMN ENV 1, dated April 3, 2014, published by the DGAC (French civil aviation authority).
- Invoicing of a set price for maximum 1 hour use of start assistance,
- Another set price will be invoiced for any additional started hour.

## J) Aeronautical charges for helicopters

Applicable tariffs from November 1, 2023

Helicopter companies:

- operating a regular commercial line,
- regularly engaged in a transportation activity on request,

are subject to set prices.

This set price includes charges for landing, lighting and parking, passenger charges are invoiced separately.

## 1) AERONAUTICAL SET CHARGES

Set charges for helicopters Type of helicopter	€ ex. VAT per touchdown, Domestic, EU and International
Helicopters up to 2,5 tonnes	8,16 €
Helicopters between 2,5 and 6 tonnes	10,18 €

**Invoicing terms :**

This set price is invoiced per touchdown (one touchdown = a landing movement + a take-off movement) in accordance with the general aviation charge payment conditions and per 24 hours. This set price only applies to aircrafts operating from Nice-Côte d'Azur Airport.

**2) HELICOPTER PASSENGER SERVICE CHARGE**

	€ ex. VAT per departing passenger
Domestic & Europe Schengen	6,92 €

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## NICE COTE D'AZUR AIRPORT AIRPORT PUBLIC SERVICES CHARGES

### *III – Charges for the use of facilities and equipment*

- A) Boarding bridges
- B) 400 hertz supply installation
- C) 50 hertz supply installation
- D) Check-in and boarding
- E) Cargo handling facilities and equipment
- F) Access badges for personnel and access badges for vehicles

## A) Boarding bridges charge

Applicable tariffs from November 1, 2023

Per movement (A or D) in contact with the passenger boarding bridge and per boarding bridge

	€ ex. VAT
Simple boarding bridge	31,09 €
Double boarding bridge	62,19 €

### Invoicing procedure

Any aircraft technically compatible for docking at boarding bridges and parked on a parking equipped with boarding bridges in state of functioning, at the request of the Airline, is subject to the charge of the use of boarding bridges.

The charge is due whether the boarding bridge is used or not, as soon as the aircraft is parked.

The charge is invoiced according to the number of performed embarkations and disembarkations.

## B) 400 hertz supply installations

Applicable tariffs from November 1, 2023

	€ex. VAT per movement
Regular user	6,83 €
Occasional user	27,32 €

### N.B. :

- Once the aircraft occupies the position, the 400 Hertz distribution is invoiced whether the service was used or not.
- A "regular user" is defined as any airline whose flights appear on the program.

## C) 50 hertz supply installations

Applicable tariffs from November 1, 2023

	€ ex. VAT
Per mouvement	16,10 €

## D) Check-in and boarding

### I – SELF SERVICE CHECK-IN KIOSKS

Applicable tariffs from November 1, 2023

	€ ex. VAT
Per departing passenger	
- Basic rate	0,06 €
- Rate with EPT	0,10 €

**General procedure** : this fee is invoiced only to the airlines that use the self-service check-in kiosks, based on the number of departing passengers.

### II – AUTOMATIC DEPOSITING OF LUGGAGE

Applicable tariffs from November 1, 2023

	€ ex. VAT
Per departing passenger	0,15 €

**General procedure** : this fee is invoiced only to the airlines that use the service, based on the number of departing passengers.

### III - BAGGAGE RECONCILIATION AND TRACKING SYSTEM (BRTS)

Applicable tariffs from November 1, 2023

		€ ex. VAT
BRTS at Departure	per departing passenger	0,11 €
BRTS at Arrival + Departure	per departing passenger	0,16 €

## E) Cargo handling facilities and equipment

### I - SAFETY VAULT

Applicable tariffs from November 1, 2023

	€ ex. VAT
Fixed fee per operation :	13,04 €
Handling fee :	8,16 €

#### Variable fee :

Storage time \ Declared value	≤ à 12 h	>12h, per full period of 24 hours
≤ 25K€	22,44 €	28,56 €
>25K€ and ≤ 150K€	44,84 €	57,04 €
>150K€ and ≤ 500K€	71,36 €	91,72 €
>500K€ and ≤ 1000K€	122,30 €	142,70 €
>1000 K€ and ≤ 3000K€	183,42 €	224,22 €
> 3000K€	250,00 €	300,00 €

*If the declared value of the goods deposited is zero or unknown, the fee for the band > 1000k€ will be applied.*

Additional variable fee for a volume > 0,5 m3

	€ ex. VAT
≤ 12 h per additional m3	4,32 €
> 12 h per full 24 hour period and per additional m3	8,64 €

### II - COLD ROOM

Applicable tariffs from November 1, 2023

		€ ex. VAT
Type of merchandise (1)	Category 1	Category 2
Fixed fee per operation	13,04 €	21,58 €
Per kilo, for a period of		
≤ 12 h	0,047 €	0,061 €
> 12 h per full 24 hour period	0,061 €	0,083 €

(1) Category 1: food products and flowers / Category 2: others products

**NB** : invoicing begins as soon as the merchandise is entered if it goes through the Border Inspection Point.

### III - REPOSITORY

Applicable tariffs from November 1, 2023

	€ ex. VAT
Per full 24 hour period	20,39 €



## IV – ANIMAL STORE AT THE BOARDER INSPECTION POINT

Applicable tariffs from November 1, 2023

	€ ex. VAT
Fixed fee per operation:	13,04 €
<hr/>	
Variable fee	
Per batch entering the PIF animal store and by weight	€ ex. VAT
< 50 kg	4,88 €
> 50 and < 100 kg	13,92 €
> 100 and < 500 kg	32,08 €
> 500 kg	59,28 €

## V – STORE FOR PRODUCTS OF ANIMAL ORIGIN NON-CONSUMABLE BY HUMANS

Applicable tariffs from November 1, 2023

	€ ex. VAT
Fixed fee per operation:	13,04 €
<hr/>	
Variable fee	
Per batch entering the PIF store for products of animal origin and by weight	€ ex. VAT
< 50 kg	65,19 €
> 50 and < 100 kg	81,51 €
> 100 and < 500 kg	97,83 €
> 500 kg	122,30 €

## VI - GENERAL PROCEDURE

Clause limiting the responsibility of “Aéroports de la Côte d’Azur” in the event of accidents (notably theft, fire, explosion,..) or damage to goods during their storage in the Freight Station :

The maximum insured amount of goods is 3 million Euros. Any excess of the value of the goods stored and completed in this document will be subject to additional insurance subscribed to by the consignee at his own cost.

## F) Access badges for Personnel and access badges for vehicles

Applicable tariffs from November 1, 2023

	€ HT par unité
Access badges for Personnel (red badge – 3 years)	48,16 €
Access badges for vehicles (1 year)	43,95 €

### General procedure :

- For Users with premises situated in the airport, access badges are invoiced at the end of every month and payable no later than 30 days from the date of invoicing.
- For other users, the payment will be made directly on the airport website when requesting badges.
- All applications for badges must be accompanied by a receipt of payment.
- Any issued badges are due, even in case they are not withdrawn or not used.

# NICE COTE D'AZUR AIRPORT AIRPORT PUBLIC SERVICES CHARGES

*IV - Estate fees*

- A) Site occupancy
- B) Occupancy of premises

## A) Site occupancy

Rates applicable from November 1, 2023

Aeronautical land	€ excl. VAT/m <sup>2</sup> /year
Bare land	3,53 €
Bare serviced land	4,40 €
Land for Airport Assistants in ZR	8,89 €
Parking area for runway equipment	18,12 €

	€ excl. VAT per month
Private helicopter parking lot	368,50 €

## B) Occupancy of premises

Rates applicable from November 1, 2023

<b>T1, T2, TAA, T helicopter, T2 office complex and bât. B4</b>	€ excl. VAT/m <sup>2</sup> /year
Back-office	
	with natural lighting
	261,39 €
	without daylight
	196,03 €
Ground floor offices, upper floors	
	with natural lighting
	229,55 €
	without daylight
	172,17 €
Banks and SPA counters	367,84 €
T1 ground floor and upper floors	154,60 €

### Technical rooms, basement warehouses Terminal 1

Standard rooms	45,48 €
Fitted rooms	53,36 €

### Technical rooms, warehouses Terminal 2 and TAA

basement premises	107,70 €
fitted-out premises ground and first floor	173,68 €

### Aérogare fret

		€ HT/m <sup>2</sup> /an
Bureaux	RDC	193,59 €
Entrepôts	RDC	143,74 €
Locaux techniques	RDC	109,74 €
Auvent	RDC	55,09 €
Bureaux	Etages	199,25 €
Vestiaires/sanitaires	RDC et Etages	119,05 €

<b>Hangars and miscellaneous buildings</b>		€ excl. VAT/m <sup>2</sup> /year
Hangar N°1	Hangar body and workshops	49,88 €
	Offices	136,92 €
	Checkrooms and office anne	91,10 €
Hangar N°2	Hangar body and workshops	129,35 €
	Offices	174,22 €
	Checkrooms and office anne	107,15 €
Hangar N°4	Hangar body and workshops	129,35 €
	Offices	136,92 €
	Checkrooms and office anne	91,10 €
Hangar N°5	Technical rooms and worksh	142,00 €
	Offices	213,11 €
<b>Zone Assistance en Escale</b>		€ excl. VAT/m <sup>2</sup> /year
Workshop, warehouses and stores	The first 500m <sup>2</sup>	49,88 €
Additional area		34,25 €
Offices		136,92 €
Checkrooms and office annexes		91,10 €
Covered shelters		29,69 €
<b>Esplanade T1</b>		€ excl. VAT/m <sup>2</sup> /year
Workshop, warehouses and stores		49,88 €
The first 500m <sup>2</sup>		34,25 €
Additional surface area		136,92 €
Checkrooms and office annexes		91,10 €
Covered shelters		29,69 €
<b>Château d'Eau area</b>		€ excl. VAT/m <sup>2</sup> /year
Workshop, warehouses and stores	Les premiers 500m <sup>2</sup>	49,88 €
Additional area		34,25 €
Offices		136,92 €
Checkrooms and office annexes		91,10 €
<b>Logistics buildings in ZCP</b>		€ excl. VAT/m <sup>2</sup> /year
Modular bungalow		136,92 €
<b>Commissariat area</b>		€ excl. VAT/m <sup>2</sup> /year
Basement	Technical rooms	95,68 €
	Storage	115,38 €
Ground and first floors	Offices and rest rooms	193,59 €
	Checkrooms and sanitary fac	119,05 €
	Handling h=7m	177,80 €
	Handling rooms h=3m	143,74 €
	Docks	47,83 €
<b>Offices East</b>		€ excl. VAT/m <sup>2</sup> /year
City Side Zone	Offices and break rooms	193,59 €
	Checkrooms and washrooms	119,05 €
	Handling rooms h=7m	177,80 €
	Handling rooms h=3m	143,74 €