



# Flughafen Lübeck

## **Schedule of Fees & Charges Part 1**

**Stöcker Flughafen GmbH & Co. KG**

**valid as of 01 September 2021**



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## **Entry into force**

This Schedule of Fees & Charges enters into force on 01 September 2021, replacing the Schedule of Fees & Charges from 01 April, 2020.

Lübeck, February 2020

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Prof. Dr -Ing Jürgen Friedel  
Managing Director of Stöcker Flughafen GmbH & Co.KG



## List of Changes

Revision number	Revision date	Revised by (name, department)
01	01 July 2018	Thomas Grählert, Traffic Management
02	01 April 2020	Claas Brauner, Operations
03	01 September 2021	Kathrin Beyer, Development



## 1 General Terms and Conditions

*Stöcker Flughafen GmbH & Co. KG* (hereinafter “SFG”) levies airport charges in line with this Schedule of Fees & Charges and subject to the following terms and conditions of business.

The Liable Party for fees and charges shall be the aircraft operator or alternatively the pilot. The Liable Party shall ensure that SFG has available all information necessary for the orderly billing of fees and charges. Should the aircraft operator be unknown, SFG reserves the right to determine this information and to add the cost for doing so, plus an administration charge, to the invoiced amount.

Even after accepting an order, SFG reserves the right to cancel the order or, not carry out or to discontinue the order when its capacities, in terms of personnel, equipment or vehicles, are otherwise fully used as a result of other obligations within the scope of operational service requirements. The same shall also apply in cases where force majeure, industrial action or natural catastrophe makes the provision and/or the continuation of services ordered either impossible or unreasonably difficult.

Services carried out that are not included in this Schedule of Fees & Charges shall be charged separately. The provisions of the Airport Usage Regulations also apply.

## 2 Landing charges

### 2.1 Liable Party for the Landing Charge:

Aircraft operators are required to pay a charge to the airport operator for every landing of their aircraft at the airport. Liable Parties for the Landing Charge are:

- a) as joint and several debtor, the airline under whose airline code and flight number the flight is operated; in the case of code share flights with a common flight number for two or more airlines, the airline actually operating the flight
- b) the aircraft operator and/or owner(s)
- c) the natural or legal person having usage of the aircraft whilst not the aircraft's operator or owner

### 2.2 Landing Charge based on MTOW

The Landing and Take-Off Charge is calculated, regardless of the respective deployment criteria, on the basis of the Maximum Take-Off Weight (MTOW\*) of the aircraft as recorded in the aircraft license (Airplane Flight Manual or AFM).

\*) The MTOW is to be proven by presenting the aircraft's Certificate of Airworthiness (CofA). Until this document is presented, the highest certified MTOW for this model of aircraft shall be assumed. Retroactive reimbursements will not be issued.



The portion of the Landing Charge levied on the base of the MTOW of the aircraft is for

<b>Aircraft,</b>			
	licensed according to ICAO Annex 16 and/or LSL <sup>1)</sup> , which fulfil the increased noise protection requirements <sup>**</sup> ), or LVL <sup>***</sup> )	licensed according to ICAO Annex 16 and/or LSL <sup>1)</sup>	not licensed according to ICAO Annex 16 and/or LSL <sup>1)</sup>
<b>per landing</b>			
gliders	€ 1.15		
ultra-light aircraft	€ 8.05		
up to 1,000 kg MTOW	€ 10.35	€ 15.53	€ 20.70
1,001 – 1,200 kg MTOW	€ 11.50	€ 17.25	€ 23.00
1,201 – 1,800 kg MTOW	€ 21.85	€ 32.78	€ 43.70
1,801 – 2,000 kg MTOW	€ 24.15	€ 36.23	€ 48.30
<b>per 1,000 kg (or part thereof) MTOW</b>			
2,001 – 3,000 kg MTOW	€ 10.00	€ 20.00	€ 50.00
3,001 – 4,000 kg MTOW	€ 11.00	€ 21.00	€ 51.00
4,001 – 5,000 kg MTOW	€ 12.00	€ 22.00	€ 52.00
5,001 – 6,000 kg MTOW	€ 14.00	€ 24.00	€ 54.00
6,001 – 7,000 kg MTOW	€ 15.00	€ 25.00	€ 55.00
7,001 – 35,000 kg MTOW	€ 16.00	€ 26.00	€ 56.00
<b>Aircraft exceeding 35,000 kg MTOW pay, per 1,000 kg (or part thereof) MTOW in excess of 35,000 kg</b>			
from 35,001 kg MTOW	€ 12.00	€ 22.00	€ 52.00

<sup>1)</sup> Aircraft fulfil the specified requirements insofar as it is documented that they do not exceed the approved noise thresholds; evidence shall consist of certification documents issued by a licensing authority or, in individual cases, comparable documents issued by the manufacturer.

The charge shall be calculated on the basis of the presentation, immediately after landing, of complete documentation, verifiable by SFG, which provides evidence of the fulfilment of the conditions specified above.

If the required evidence is not provided, fees shall be calculated according to the noise category “not licensed according to ICAO Annex 16 and/or LSL”. **Retroactive reimbursements will not be issued.**

<sup>\*\*</sup>) Aircraft which fulfil the increased noise protection requirements in the sense of the Landeplatz-Lärmschutz-Verordnung (“Airfield Noise Protection Regulations”) of 5 January, 1999 (NfI 1-134/99 or BGBl I p.35).

Aircraft with noise certification in accordance with ICAO Annex 16 Chapter 6 and/or LSL (“Aircraft Noise Requirements”) Chapter VI, which fall below the noise thresholds in ICAO Annex 16 Chapter 6 Section 6.3 and/or LSL Chapter VI, Table VI 2.3 by more than 8 db(A) or in Table 2.4 by more than 4 db(A);

<sup>\*\*\*</sup>) LVL (“Noise Regulation for Aircraft”) from 01 July, 2003 (NfL II 65/2003)



An emergency landing resulting from technical problems or failures encountered on an aircraft, or from a threatened or real act of violence, shall not be subject to Landing Charges, provided Lübeck Airport was not the scheduled or planned destination of the flight in question.

A diverted landing shall not be considered to be an emergency landing.

## 2.2.1 Touch-and-go landings

The portion of the Landing Charge based on the maximum take-off mass of the aircraft is also levied in the case of touchdown with immediate subsequent take-off (touch-and-go landing).

## 2.2.2 Approaches

An approach to the airport (low approach) without landing shall be counted as a landing for purposes of calculating the Landing Charge. A rebate of 50% shall be granted on the Landing Charge listed in Subsection 2.2

## 3 Passenger Charges

For commercial scheduled, charter, package tour and internal (works) transport, as well as for commercial scenic flights, a Variable Passenger Charge shall also be levied in addition to the Landing Charge detailed in Section 2, based on the number of passengers on board the aircraft at take-off.

### 3.1 Variable Passenger Charge

The charge per passenger shall be

- a) insofar as the subsequent landing of the aircraft is planned or took place at an airfield within the Federal Republic of Germany or within a nation subject to the Schengen Agreement **€ 7.00**
- b) insofar as the subsequent landing of the aircraft is planned or took place at an airfield not fulfilling the requirements of Subsection 3.1.a **€ 7.50**

Children under the age of 2 years without assigned seats on the aircraft are not included in calculating the passenger charge.

### 3.2 PRM Charge

For assistance provided at airports for to passengers with disabilities and passengers with reduced mobility (PRM) pursuant to EU Regulation 1107/2006, travelling on board commercial scheduled and charter flights and internal (works) flights, an apportionment charge is levied, based on the number of passengers on board the aircraft at take-off. The PRM Charge per passenger is **€ 0.30**.



### 3.3 Security Charge

In order to cover the costs arising from the Aviation Security Act, a Security Charge is levied, based on the number of passengers on board the aircraft at take-off. The Security Charge per boarding passenger is **€ 0.85**.

## 4 Air Traffic Control Fee

The Air Traffic Control Fee, charged by the airport up to the present time, is cancelled with effect from 01 September 2021.

### Information

*BAF has issued a directive to amend the FSAAKV (Air Traffic Control Landing & Take-off Schedule of Costs) with effect from 01 September 2021.*

*As of 01 September 2021, in accordance with this directive, Air Traffic Control Fees will be calculated on the basis of a prescribed fee formula and charged directly by the air traffic control organisation.*

*Until further notice, invoices will be issued by the airport on behalf of Austro Control.*

*The traffic stimulation provisions listed in Point 8 are therefore not applicable to these fees; furthermore, the waiver of Air Traffic Control Fees for flight training schools and aerial sport clubs, detailed in Point 6.2, is no longer in effect.*

## 5 Special Usage Charge

A Special Usage Charge shall be levied for every take-off and every landing taking place outside of published operating hours. This shall serve to finance the additional costs resulting from this aircraft movement. Every take-off or landing outside of regular operating hours is subject to prior written confirmation from SFG (PPR – Prior Permission Required).

### 5.1 Commercial Flights and General Aviation

The Special Usage Charge per half hour or part thereof is **€ 350.00**. The basis of calculation is detailed in Subsection 5.3.

### 5.2 Ambulance Flights

The Special Usage Charge per half hour or part thereof is **€ 300.00**. The basis of calculation is detailed in Subsection 5.3.





## 5.3 Basis of Calculation for Special Usage Charge

Basis of calculation **before** regular opening hours:

- Invoicing period from 30 minutes before planned take-off until opening time.
- Invoicing period from 30 minutes before planned landing until opening time.

Basis of calculation **after** regular opening hours:

- Invoicing period from closing time until 15 minutes after take-off.
- Invoicing period from closing time until all persons leave the airport after landing.

## 5.4 Cancellation of notified flights outside of operating hours.

Cancellation of PPR notifications is free of charge up to 24 hours before the planned aircraft movement. For cancellations made less than 24 hours before the planned aircraft movement, SFG reserves the right to invoice the customer for 30% of the hypothetical charge. This shall be determined in accordance with the basis of calculation detailed in Subsection 5.3, taking into account the notified take-off and/or landing time.

## 6 Discounts for Resident Aircraft, Flight Training Schools and Aerial Sport Clubs

### 6.1 Resident Aircraft

Resident aircraft stationed at the airport (the prerequisite is a contract with the airport operator for hangar space or parking) shall be eligible for a discount of

- 10 % of the Landing Charges listed in Subsection 2.2
- and 20% of the Special Usage Charge listed in Subsection 5.1.

### 6.2 Flight Training Schools and Aerial Sport Clubs

Aircraft up to 2,000 kg MTOW, where the aircraft operator is a flight training school or aerial sport club based at Lübeck Airport, shall be eligible for a discount of 30% of the Landing Charge listed in Subsection 2.2, rather than the 10% discount listed in Subsection 6.1. Furthermore, flight training schools and aerial sport clubs based at the airport shall be exempt from the Air Traffic Control Fee listed under Section 4.

## 7 Positioning Charge

Aircraft operators are required to pay a charge to the airport operator for parking their aircraft at the airport. This Positioning Charge shall be calculated on the basis of the maximum take-off weight of the aircraft.

Per 24 hours or per thereof and per 1,000 kg MTOW, the Positioning Charge amounts to € 5.00.



No Positioning Charge shall be levied for parking an aircraft up to a maximum of 2 hours between landing and take-off.

## **8 Conditions to Stimulate Traffic**

SFG may reach a special agreement with an aircraft operator before commencement of flight operations with regard to the landing, taking off and parking of aircraft along with the use of passenger facilities, insofar as flights are associated with the launch of new routes, thereby making a long-term and lasting improvement to the route network to and from Lübeck.

### **8.1 Incentives and Target Destinations**

The aims of a special agreement are to economically strengthen the Lübeck region, to achieve greater usage of the airport facilities and to generally reduce airport fees and charges on the basis of higher passenger numbers.

### **8.2 Equal Treatment / Non-Discrimination**

Such agreements are available to any aircraft operator and any airline which, as operating carrier, establishes new flight services from Lübeck.

### **8.3 Destination Support Contract**

#### **8.3.1 Requirements for New Route Support**

A new route must be served at least once per week non-stop from Europe and must not have been served over the previous two years. The IATA or ICAO city code is used to determine this. The new destination must be served for at least four contiguous timetable periods.

#### **8.3.2 Rebate**

SFG will grant the aircraft operator or airline, upon application, the following rebate on Landing, Passenger and Parking Charges:

- **in timetable periods 1 and 2**      **60%**
- **in timetable periods 3 and 4**      **40%**
- **in timetable period 5**              **20%**

The rebate is normally paid out after completion of the second, fourth and fifth timetable periods after launch of the new route. The rebate is limited to 5 timetable periods.



### 8.3.3 Sanctions for Non-Fulfilment

The support can only be refused for good cause. Such cause may be particular capacity bottlenecks or the abuse of the support programme. Abuse of the programme could be, for example, an aircraft operator or airline not continuously operating the route. In the case of abuse, SFG will reclaim the rebates already granted.

## 8.4 Volume Support Contract

### 8.4.1 Requirements for Volume Support

In the process of end-of-year accounting, the passenger volume per flight (by flight number) during the calendar year is evaluated for each customer at Lübeck Airport. Depending on the passenger volume generated, starting from 30,000 passengers p.a., a support sum shall be determined, amounting to a rebate of up to 50% of the Passenger Charge.

### 8.4.2 Rebate

- from 30,000 passengers p.a. 10%
- from 60,000 passengers p.a. 30%
- from 100,000 passengers p.a. 50%

The Volume Support Contract rebate is reduced where appropriate by the amount of any Destination Support rebate on Passenger Charge already granted. Rebates are issued on or before 31 May the following year.

## 9 Due Date

All charges arising from this Schedule of Fees & Charges are to be paid before take-off in euros in cash, by EC card or by credit card. An exemption can only be granted when the customer has made an advance payment. In special cases, subject to prior agreement with the airport operator, charges may be paid later on invoice. Invoicing shall take place after the service has been provided. Invoices are to be paid without deduction in EUROS to the airport operator's bank account. In the event of late payment, the airport reserves the right to levy interest for late payment of 8 percentage points above the base rate at the time, in accordance with Article 247 of BGB ("German Civil Code"), and where appropriate to require advance payment in future.

## 10 Value Added Tax

All charges and fees count as charges ("Entgelte") in respect of Article 10, Paragraph 1 of the Umsatzsteuergesetz ("Value Added Tax Act"). The Liable Party for fees and charges is therefore liable for Value Added Tax, insofar as no exemption according to the provisions of the Umsatzsteuergesetz is applicable.



## 11 Liability

The customer (airline, aircraft operator or person making use of the aircraft) shall be liable to the airport operator for all damages to person and property caused by the behaviour of the customer or the customer's employees or other assistants or representatives during the fulfilment of ordered services.

The airport operator shall not be liable for damage to property arising from or in connection with the provision of requested services or from the provision of equipment, tools and facilities, except where such damage is caused by the negligent or wilful action of the airport operator or its employees or other assistants. This shall also apply in cases where the airport operator assumes responsibility for the care of items of property when such assumption of responsibility is not essential to the provision of the requested service or when an alternative safe storage of the item(s) is available to the customer.

The customer (airline, aircraft operator or person making use of the aircraft) indemnifies the airport operator against all claims lodged by third parties in association with the provision of services requested, except where these claims arise as a result of the negligent or wilful action of the airport operator or its employees or assistants.

## 12 Place of Fulfilment & Competent Jurisdiction

Any contractual relationship arising between SFG and the airline or the person liable for charges shall be subject exclusively to the laws of the Federal Republic of Germany.

This Schedule of Fees & Charges is published in the German and English languages. In the case of any dispute, the German text alone is binding.

The place of fulfilment and competent jurisdiction is Lübeck, Germany.

Should any part of this Schedule of Fees & Charges be ineffective in law, the rest of the Schedule of Fees & Charges shall continue to apply. Legal persons liable for charges not resident in the Federal Republic of Germany with whom the airport has a long-term business relationship are required to nominate a person or representative, personally or commercially resident in the Federal Republic of Germany, who is authorised to accept service of documents. The same shall apply when the legal person liable for charges relocates its official residence outside the Federal Republic of Germany after the commencement of the business relationship.