



**PORT OF KIEL**  
AIRPORT

# FEE REGULATIONS

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for the short-term hangar stowage of aircraft,  
ground handling and other services at Airport Kiel

Updated October 2020

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## PART A

# GENERAL TERMS AND CONDITIONS

Unless otherwise agreed in individual cases between FLUGHAFEN KIEL GmbH, hereinafter referred to as "FHK", and the airlines and other users of Kiel Airport, hereinafter referred to as "Principal", the handling of aircraft traffic (ground handling services) at the Kiel Regional Airport shall be carried out solely by FHK on the basis of the following terms and conditions.

Please note: In case of any divergence between the English and the German version of these Fee Regulations the German tariff shall prevail.

### § 1 SCOPE OF APPLICATION

1. Within the scope of ground handling services, the FHK performs the services listed in Parts C and D, provided that personnel and equipment are available.
2. Within the scope of ground handling services, the FHK will, at the request of the contracting authority, also perform services which are not listed in this document or which exceed the scope of services listed therein ("special services"). Special services will only be provided on the basis of a special agreement and only if personnel and equipment are available.

### § 2 SCOPE OF SERVICES

1. The FHK will perform the services to be rendered by it with trained personnel, facilities and equipment that correspond to the handling services customary at Kiel Airport. The FHK is entitled to use third parties as vicarious agents.
2. The contracting partners shall support and advise each other in the performance of ground handling services. The contracting partners will contact the FHK in good time if special equipment or services are required in addition to the usual and regularly recurring handling services.
3. The principals shall notify the FHK of their flight schedules as early as possible and in sufficient time to enable the FHK to fulfil its obligations under the contractual relationship. Unscheduled flights, including consolidations, must be announced to the FHK as early as possible.
4. If the landing of an aircraft deviates from the landing time notified at least 24 hours in advance and this results in an overlap with the handling of other aircraft, the FHK reserves the right to give priority to handling these other aircraft.
5. In the event of an emergency, the FHK is entitled, without prior consultation with the principal, to take all measures it deems necessary and appropriate in the interests of the principal or third parties, as well as to safeguard its own interests.

### § 3 LIABILITY

1. The FHK is not liable for damage suffered by the client or for claims for damages brought against the client in connection with the services it has provided under the charging scheme, unless such damage or claims for damages raised are caused or justified by culpable conduct on the part of the airport, its staff or its vicarious agents.

For damages in connection with the national or international carriage of persons or luggage, the FHK is liable, insofar as it or its vicarious agents are not guilty of gross negligence or intent, limited to the

maximum limits set out in Article 22 of the Warsaw Convention or its successor regulations as amended at any given time.

2. The client indemnifies the FHK against all claims of third parties.

#### § 4 FEES

1. The contracting authority shall pay flat-rate handling fees for the services to be rendered by the FHK under the fee regulations in accordance with these fee regulations. They shall be paid in full even if not all of the services mentioned in each case are used. Separately agreed fees shall be paid for special services to be provided by the FHK. If there is no exemption from turnover tax, the statutory turnover tax shall also be paid in addition to the fees.
2. Offsetting with counterclaims is excluded.
3. In the event of changes in staff costs based on law, collective agreement or company agreement, the FHK may adjust the handling charges retrospectively when they come into force in accordance with the share of staff costs in the costs of the entire ground handling service.
4. The FHK reserves the right to change the handling charges once a year for other reasons, either together with a change pursuant to para. 3 or at other times.

#### § 5 MODE OF PAYMENT

1. All fees plus the applicable value-added tax are to be paid in each case before the start, unless another method of payment has been expressly agreed.
2. If a method of payment other than cash payment has been agreed, the FHK shall invoice the services rendered. The invoices are payable in euros within 10 days of the invoice date, free of costs and charges, to one of the FHK's accounts.
3. In the event of late payment, the FHK reserves the right to demand interest on arrears in accordance with § 288 BGB and to demand cash payment in future.

#### § 6 FINAL PROVISIONS

1. The contractual relationship shall be governed by the law of the Federal Republic of Germany. The German version shall prevail in the interpretation of these terms and conditions.
2. The place of performance and jurisdiction for all obligations and legal disputes arising from the contractual relationship is Kiel.
3. The Airport Usage Regulations for Kiel Airport as well as the Schedule of Fees and Charges and the Fee Regulations for Hangar Storage of Aircraft, Ground Services and Other Services in their respective valid versions are an integral part of these Terms and Conditions.
4. If any provision of these General Terms and Conditions does not comply with the statutory provisions, this provision shall be deemed to be replaced by the legally permissible provision which comes closest to the intention of the parties resulting from the invalid provision. The validity of the remaining provisions shall remain unaffected unless the relationship between performance and consideration is permanently impaired.

## PART B

### SHORT-TERM HANGAR ACCOMMODATION OF AIRCRAFT

#### § 1

The FHK rents the necessary hangar space to the aircraft owner or pilot (tenant) for the short-term parking of his aircraft, subject to the possibilities available. The parking space will be allocated by the FHK. There is no entitlement to the provision of a specific hangar area as a parking space. The hirer is aware that other aircraft may also be accommodated in the hangar and that these will be parked in a nested manner. Stowage and retrieval is carried out by FHK staff and is subject to a charge. A custodial obligation is excluded.

#### § 2

The hirer shall pay a hire charge to the FHK for the indoor space. The hire charge is payable before the following start, unless a different due date has been agreed.

#### § 3

The rental charge for daily stowage is € 23.40 for aircraft for each 24 hours or part thereof and for each 1,000 kg or part thereof. The fee for stowage and retrieval is calculated in accordance with Part D.

#### § 4

The rental price for permanent accommodation depends on the conditions and any additional services. Separate rental agreements, independent of the fee regulation, are to be concluded for this purpose.

#### § 5

Insofar as the rental prices are subject to turnover tax (value added tax), these are to be paid by the tenant to the FHK in addition to the rental price.

## PART C

### GROUND HANDLING

#### § 1 AIRCRAFT GROUND HANDLING

The following charges are levied per movement for aircraft handling:

- for aircraft with a capacity of up to 30 passengers EUR 145.90
- for aircraft with a capacity of more than 30 passengers up to 52 passengers EUR 210.00.

Aircraft handling charges may include a maximum of the following services per movement (before take-off or after landing):

- Waving to position
- Provision of the auxiliary power unit
- Roll protection (brake blocks)
- Loading and unloading of baggage, transport of baggage from aircraft to terminal
- Provision of the starting procedure with fire protection
- Securing the access road to the aircraft (gritting in case of slippery conditions)
- Apron lighting
- Refuelling
- Waste disposal

The waiver of individual services does not result in a reduction of the handling fee.

Loading and unloading includes

- opening, closing and securing the hold doors and hatches according to instructions and with control by the airline
- unlocking and securing cargo in the holds as instructed and checked by the airline
- unloading or loading cargo once as instructed by the Airline.

## § 2 TERMINAL

If the FHK makes available to the principal the use of rooms or parts of the terminal buildings for the purposes of the principal, separate rental agreements must be concluded for this purpose which are independent of the fee regulation.

The provision can take place for

- Handling of passengers by personnel of the principal or his vicarious agents.
- Use of waiting rooms or passages to the apron.

Assistance or sole provision of services by the FHK for the above-mentioned activities or other activities carried out in the rooms provided is excluded. The principal is responsible for passenger handling, checks, information and supervision of passengers.

## PART D OTHER SERVICES

### § 1

The following fees are charged for other services outside of a handling service:

The use of the jump start per event	
for large unit (starting unit)	EUR 35.00
for small device (battery trolley)	EUR 18.70
one aircraft handler hour on special request within the published operating hours	EUR 54.90
one aircraft handler hour on special request outside the published operating hours	EUR 73.50
for stowage and retrieval within the published operating hours at a flat rate of	EUR 23.40
for stowage and retrieval outside the published operating hours	EUR 46.70
for shuttle services on FHK premises at a flat rate of	EUR 7.00
for the service in kind of an aircraft wash per 1,000 kg or part thereof	EUR 24.50
for the use of the high-pressure cleaner by the principal's personnel per half hour or part thereof	EUR 18.70
for the use of a tow bar by the principal's personnel per half hour or part thereof	EUR 18.70

for the rental of a forklift truck (only with FHK driver) per half hour or part thereof	EUR 49.00
for the rental of an aircraft tractor (only with driver of the FHK) per half hour or part thereof	EUR 64.20
for the rental of rolling aircraft trestles for landing gears per event	EUR 35.00
for refuelling at the AvGas filling station for shortfalls of less than 20 litres	EUR 11.60
for refuelling from the tank truck for shortfalls of less than 100 litres	EUR 17.50

The charges for other services such as e.g.:

- Securing apron areas, entrances, aircraft or similar,
- transport costs,
- use of tools and equipment and
- short-term rental of rooms and furniture, etc.
- Parking, instruction, assumption of winter services

are to be agreed with the FHK in each individual case.

All services listed under Part D are subject to a 50% surcharge outside published operating hours, unless otherwise stated.

## PART E SPECIAL PROVISIONS

For aircraft based at Kiel Airport, special provisions depending on frequency and use can be agreed with FHK.

## PART F PERIOD OF VALIDITY

These Fee Regulations enter into force on 1st January 2021. The Fee Regulations of 1 January 2020 expires at the end of 31st December 2020.

Kiel, 22nd October 2020

FLUGHAFEN KIEL GmbH

Volker Prange  
Managing Director

FLUGHAFEN KIEL GmbH

Operating site  
Boelckestraße 100  
24159 Kiel, Germany  
T +49 431 329190  
info@airport-kiel.de  
www.airport-kiel.de

FLUGHAFEN KIEL GmbH

Company Headquarters  
Schwedenkai 1  
24103 Kiel, Germany  
T +49 431 9822-148  
marketing@portofkiel.com  
www.portofkiel.com