

# **Schiphol Airport Charges and Conditions**

**1 April 2017**

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**N.V. Luchthaven Schiphol  
Amsterdam Airport Schiphol**

### **Schiphol Airport Charges and Conditions**

'N.V. Luchthaven Schiphol', operator of the designated airport Schiphol;

in regard to article 8.25d, of the Aviation Act;

AMMENDS:

charges and conditions for activities of the airport operator for the use of the designated airport Schiphol by airlines, as well as by a natural or legal person operating flights, other than an airline

This text is a translation of the original Dutch document. In the event of a difference of understanding, the Dutch text will prevail.

# Schiphol Airport Charges and Conditions

## Article 1 Definitions

It is understood to mean:

- a. Schiphol Airport                      The designated airport "Schiphol" as mentioned in chapter 8 of the Aviation Act.
- b. The Company                            The operator of the designated airport, Amsterdam Airport Schiphol.
- c. User                                        An airline, or a natural or legal person other than the airline, that operates flights.
- d. Representative organisation        A legal entity, designated by ministerial regulation, which represents the interests of Users.
- e. Schiphol East                            The area situated adjacent to the runway 04-22 (East runway). The aircraft stands at Schiphol East consist of the stands situated on platform K, platform M, the hangar positions, environmental stands (N) and the aircraft test facility. The terminal facility at Schiphol East consists of the general aviation terminal adjacent to platform K.
- f. 24-hour period                         A period of 24 hours, starting from the time of landing of an aircraft at Schiphol Airport.
- g. Aircraft                                    Any power driven, heavier than air aircraft.
- h. Weight                                    The maximum certified take off weight, i.e. the maximum permissible total weight with which the aircraft is authorised to take off under the most favourable conditions in accordance with the Certificate of Airworthiness (MTOW).
- i. Certificate of Airworthiness        The valid Certificate of Airworthiness for the aircraft issued by the competent authorities, or the certificate of equivalence issued by the competent authorities under an international convention. For the purposes of this document, the Certificate of Airworthiness shall also be understood to mean the limitation of use (such as the maximum permissible total weight) relating to the aircraft under the said certificate laid down in the Flight Manual approved by the competent authorities.
- j. Flight                                        The movement of an aircraft, from the time period that it starts to move with the purpose of taking off until the moment that it has fully stopped after landing.
- k. Cargo flight                              A cargo flight is a point to point flight operating with the sole purpose of transporting air cargo and/or mail, in the sense that cargo is loaded and/or unloaded at Schiphol Airport.
- l. Connected handling                    The aircraft is parked at an aircraft stand at the gate and passengers use a passenger bridge to cover the distance between the aircraft and the terminal (and vice versa).
- m. Disconnected handling             The aircraft is parked at an aircraft stand at the gate or at a remote stand and passengers cover the distance between the aircraft and the terminal (or vice versa) by bus or on foot. The handling of all cargo flights is considered as disconnected handling.
- n. Aircraft parking                        Parking an aircraft in the open air at a location owned by and situated at Schiphol Airport.

o. Owner	The owner, holder, and user of an aircraft, or their respective authorised representatives.
p. Passenger	Occupant of an aircraft, not being the aircraft's crew and dead-heading crew.
q. Crew	Anybody on board of the aircraft carrying out activities which are of direct importance for the operation of the aircraft or carrying out activities on behalf of the passengers or the load.
r. Dead-heading crew	Anybody on board of the aircraft, not being the aircraft's crew, carrying out activities on behalf of the passengers or the load of the flight, the return flight or the aircraft.
s. Transit passenger	A passenger arriving at the airport on a through flight and subsequently leaving the airport on the same aircraft or on a replacement aircraft following a breakdown of the former, without having left the customs area.
t. Transfer passenger	A passenger arriving at and departing from the airport on a different aircraft or on the same aircraft under a different flight number, whose main purpose for using the airport is to effect a transfer (originating airport ≠ destinating airport) with a time period between the arriving and departing flight not exceeding 24 hours.
u. State aircraft	Aircraft used in military, customs and police services.
v. Cargo	Freight, transported under Airway Bill, which is loaded or unloaded at the airport, including express cargo and military mail and excluding mail and trucked cargo.
w. Mail	Mail which is loaded or unloaded at the airport.
x. Chapter 2 aircraft	A civil subsonic aircraft, noise certified on the grounds of the standards as referred to in Annex 16, volume 1, Chapter 2, to the ICAO convention (fifth edition, 2008).
y. Chapter 3 aircraft	A civil subsonic aircraft, noise certified on the grounds of the standards as referred to in Annex 16, volume 1, Chapter 3, to the ICAO convention (fifth edition, 2008).
z. Chapter 4 aircraft	A civil subsonic aircraft, noise certified on the grounds of the standards as referred to in Annex 16, volume 1, Chapter 4, to the ICAO convention (fifth edition, 2008).
aa. Load	Baggage, cargo and mail.
ab. Schiphol regulations	Rules for the whole Schiphol airport area, drawn up by the Company, as published on Schiphol's website ( <a href="http://www.schiphol.com">www.schiphol.com</a> ).

## **Article 2 Landing and take-off charges**

- Section 1 For aircraft landing at and taking off from the airport, a landing and a take off charge is payable to the Company, the amount of which is determined by the following factors:
- I the aircraft's weight (to be hereinafter referred to as the charge according to weight)
  - II the noise certification of the aircraft (to be hereinafter referred to as the charge according to noise)
  - III the point in time of arrival at and departure from the airport (to be hereinafter referred to as the charge according to point in time)
- Section 2 To calculate the charge as referred to in section 1, sub I, II, and III of this article, a distinction is made between flights and cargo flights.

Section 3 To calculate the charge as referred to in section 1, sub I, II, III of this article a distinction is made between connected handling and disconnected handling.

Section 4 The basic compensation is applicable for a landing or a take-off by an aircraft defined in noise category B (see article 3) between 6:00am and 11:00pm local time. This basic compensation serves as a starting point for determining the charge differentiated according to noise and point in time, as described in section 5 and 6 of this article.

In the event of a flight with connected handling the basic compensation for a landing or take-off is calculated according to aircraft weight:

- a. for aircraft not weighing more than 20,000 kg MTOW, the charge is € 74.60
- b. for aircraft weighing more than 20,000 kg, the charge is € 3.73 per 1,000 kg (or part thereof)

In the event of a flight with disconnected handling the basic compensation for a landing or take-off is calculated according to aircraft weight:

- a. for aircraft not weighing more than 20,000 kg MTOW, the charge is € 59.60
- b. for aircraft weighing more than 20,000 kg, the charge is € 2.98 per 1,000 kg (or part thereof)

In the event of a cargo flight the basic compensation for a landing or take-off is calculated according to the aircraft weight:

- a. for aircraft not weighing more than 20,000 kg MTOW, the charge is € 38.80
- b. for aircraft weighing more than 20,000 kg, the charge is € 1.94 per 1,000 kg (or part thereof)

Section 5 The charge, differentiated according to noise, amounts to:

- noise category MCC3 (Marginally Compliant Chapter 3): basic compensation increased by 60% for each landing or take-off
- noise category A: basic compensation increased by 40% for each landing or take-off
- noise category B: basic compensation applies for each landing or take-off
- noise category C: basic compensation reduced by 20% for each landing or take-off

Please refer to article 3 for the definition of the noise categories.

Section 6 The charge, differentiated according to point in time, amounts to:

- For take-offs between 11:00pm and 6:00am local time: the basic compensation, increased or decreased according to noise based on section 5, increased by 50%.
- For landings between 11:00pm and 6:00am local time: the basic compensation, increased or decreased according to noise based on section 5, increased by 27%.

For landings and take-offs between 11:00pm and 6:00am local time with aircraft in category MCC3, the basic compensation, increased or decreased according to noise based on section 5 and increased based on the above differentiation according to point in time, will be increased by an extra 50%.

Section 7 All the charges are rounded off to cents. Please refer to attachment I for an overview of the charges.

### Article 3 Noise categories

Section 1 The charge applicable according to the amount of noise generated, is related to the extent to which individual aircraft engage available capacity within Schiphol's noise contours. The basis is the noise production in EPNdB values per aircraft, according to the certification as acknowledged and accepted by ICAO. The EPNdB must be defined within the Chapter 3 or Chapter 4 certification. The  $\Delta$ EPNdB is calculated by subtracting the sum of the three limit values (in accordance with ICAO document Annex 16, Volume 1, Chapter 3) by the sum of the three EPNdB noise certification values. The following noise categories have been defined:

- noise category MCC3:  $0 \geq \Delta$ EPNdB  $\geq -5$  (Marginally Compliant Chapter 3)
- noise category A:  $-5 > \Delta$ EPNdB  $> -9$  (relatively noisy aircraft);
- noise category B:  $-9 \geq \Delta$ EPNdB  $> -18$  (average noise producing aircraft);
- noise category C:  $\geq$ EPNdB  $\leq -18$  (relatively-low-noise aircraft).

Section 2 For aircraft, which are not Chapter 3 or Chapter 4 certified, the following is applicable:

- Chapter 2 aircraft: noise category MCCC
- Helicopters noise category B
- Aircraft < 6 tonnes MTOW noise category C
- (Turbo)prop aircraft < 9 tonnes MTOW noise category C

Section 3 If the noise certification values of an aircraft are not available for the Company, the charges according to noise will be based on the most unfavourable configuration of that aircraft type based on the so called 'Conservative Classification of Noise Categories' (see Attachment II for an overview per aircraft type).

#### **Article 4 Surcharge regulation concerning the use of Chapter 2 aircraft**

Section 1 Chapter 2 operations are not allowed at Schiphol Airport. If, in spite of this ban, Chapter 2 aircraft land at Schiphol Airport, for example in case of an emergency, an additional surcharge will apply.

Section 2 The basis for calculating the surcharge is as follows:

- up to 100 tonnes MTOW € 1,837.80 per landing
- from 100 tonnes MTOW € 2,756.70 per landing

Section 3 On first request, the owner/operator of the aircraft should provide a copy of the noise certificate of the aircraft operated at Schiphol Airport to the Company.

#### **Article 5 Passenger charges**

Section 1 In the event of passenger transportation, passenger related charges are payable, namely the Passenger Service Charge and the Security Service Charge, the amount of which is determined by the number of passengers on board of the aircraft upon departure from the airport (to be hereinafter referred to as the charges for passengers).

Section 2 To calculate the charges as referred to in section 1 a distinction is made between departing local passengers and departing transfer passengers and between the handling location.

Section 3 The charges for passengers as referred to in section 1 are not payable for:

- a. transit passengers;
- b. passengers under two years of age;
- c. passengers on state aircraft.

Section 4 The charges for passengers as referred to in section 1, which are handled at Schiphol Centre, are for the Passenger Service Charge as follows:

- € 11.34 per departing local passenger and
- € 4.76 per departing transfer passenger.

Section 5 The charges for passengers as referred to in section 1, which are handled at Schiphol East, are for the Passenger Service Charge as follows:

- € 9.08 per departing local passenger and
- € 3.82 per departing transfer passenger.

Section 6 The charges for passengers as referred to in section 1, are for the Security Service Charge as follows:

- € 10.08 per departing local passenger and
- € 5.64 per departing transfer passenger.

#### **Article 6 Aircraft parking charges**

Section 1 For parking an aircraft in designated general use areas of Schiphol airport, a parking charge per 24-hour period or part thereof will be due in accordance with the provisions laid down in section 2, 3, 4 and 5 of this article.

Section 2 Except for the provisions laid down in section 3 and section 4, a parking fee of € 1.30 per 1,000 kilograms of weight (MTOW) is payable for parking each 24 hours or part thereof.

- Section 3 No charge is due if parking takes place for a period of less than six hours and fifteen minutes.
- Section 4 No parking charge is due for the period between 11:00pm and 6:00am local time.
- Section 5 A parking period is defined as the total time the aircraft stays at the airport, from the moment of touchdown until the moment of airborne, minus the period of time the aircraft is positioned at an aircraft stand not controlled by the Company, minus the period(s) between 11:00pm and 6:00am local time, minus six hours and fifteen minutes.

## **Article 7 Payment obligations**

- Section 1 The owner of the aircraft, the holder and the user thereof, and the person acting as an authorised representative of the owner, the holder or user thereof, are responsible for payment of the charges referred to in articles 2, 4, 5 and 6, subject to the provisions of article 12.
- Section 2 All rates listed are exclusive of any taxes or levies payable thereon.
- Section 3 The level of the payable charges referred to in article 2, 4, 5 and 6 is based on the flight data, fleet data and loading data which are required to be provided by the owner, or the one acting on its behalf, in accordance with the provisions laid down in article 9, 10 and 11.

## **Article 8 Unforeseen circumstances**

- Section 1 If, due to bad weather conditions, engine trouble, or any other unforeseen causes, after having taken off from the airport an aircraft returns without having landed at another airport, the charges listed in article 2 and article 5 are levied for 1 landing and 1 take off.
- Section 2 Furthermore, the Company has the discretion to waive the charges as listed in article 2, 5 and 6 in case of, in its opinion, other unforeseen circumstances than mentioned in section 1 of this article.

## **Article 9 Provision of flight data**

- Section 1 The owner, or the one acting on its behalf, is required to provide the flight data to the Company, for every flight which is carried out, in accordance with the article 'Regulations governing the submission of data' in the applicable Schiphol regulations (September 2016) this regards article 30 of the Schiphol regulations) (<http://www.schiphol.nl/Travellers/AboutSchiphol/SchipholRegulations.htm>).

## **Article 10 Provision of fleet data**

- Section 1 The owner, or the one acting on its behalf, is required to provide a full statement of the aircraft, containing the following specifications:
1. Manufacturer, type and model
  2. Serial number of the aircraft
  3. Nationality and registration marks (aircraft registration)
  4. MTOW (in kilos)
  5. Configuration
  6. Noise certification values (EPNdB Fly-over, Lateral, Approach)
  7. Motortype
- The information should be provided to the Company (department Airport Administration; [airportadministration@schiphol.nl](mailto:airportadministration@schiphol.nl); SITA: SPLLA7X) at 9.30am local time at the day after the day the flight was operated.
- Section 2 To demonstrate the validity of the MTOW and the noise certification values, a copy of the official noise certificate (EASA Form 45) should be provided.

If no official noise certificate (EASA Form 45) is available for the specific aircraft, copies of the following relevant pages from the approved Aircraft Flight Manual should accompany this specification:

1. the pages with limitations showing the MTOW (Limitations)
2. the section describing the aircraft and the engines installed and noise certification values (Appendices and supplements external noise)
3. the page with the list of valid pages (List of Valid Pages, Log of pages) with date and serial number(s)(Airplane Serial Number Effectivity).

Section 3 The owner is required to report all changes occurring in its fleet configuration immediately to the Company and is required to provide the documents as described in section 2.

Section 4 Should the MTOW data of an aircraft that has landed at the airport not be available, the highest weight of the aircraft type concerned will be charged. If noise certification values are not available, the noise category will be based on the most unfavourable configuration of the aircraft type concerned (see conservative classification of noise categories in Attachment II). If the MTOW is not certified, the charge will be based on the 'Maximum Design Taxi Weight', or the 'Maximum Flight Weight with Flaps in Take off Position'.

Section 5 Reimbursement or additional charging of noticed differences in the charges which are due following from incorrect or incomplete fleet data will be applied for a maximum period of 12 months preceding the moment that the difference is noticed, regardless of the cause or character of the incorrectness or incompleteness or the party who has noticed this. The correct fleet data must be provided instantly to the Company in accordance with the provisions in section 1 and 2 of this article, in writing or electronically together with the onus of proof. The Company reserves the right to require an audit certificate in case of differences noticed. Reimbursements will not be applicable in case the incorrect or incomplete data provision is caused by wilful misconduct or gross negligence of the user. The Company is not entitled to additionally charge users in case the incorrect or incomplete processing of data is caused by wilful misconduct or gross negligence of the Company.

## **Article 11 Provision of loading data**

Section 1 For the determination of the level of the passenger charges, the owner or the one acting on its behalf, is required to provide for all aircraft departing from and arriving at the airport, a specification of the number of passengers and load on board of these aircraft. This specification must be provided in a reliable manner, suitable for inspection purposes. The user provides, for each calendar day, the number of the passengers and the load on board of the aircraft, also if there are no passengers and/or cargo on board. The "back-up" files containing airfreight load data (xml format) need to be provided to the airport operator on a weekly basis at least. FFM messages (airfreight load data for export AND import) regarding flights with destination Amsterdam Airport need to be provided to the airport operator AND Cargonaut.

Section 2 Even in the event a handling agent provides the loading data, the user will continue to be responsible for correct, complete and timely supply of the data.

Section 3 The information on the loading data of the previous day is required to be provided electronically to the Company (department Airport Administration; [airportadministration@schiphol.nl](mailto:airportadministration@schiphol.nl); SITA: SPLLA7X) every day before 9.30am local time, by means of:

- Electronic Data Interchange (EDI) in flight reporting ('Flight reporting' refers to up-to-date reports of the loading of the arriving or departing aircraft at Schiphol via SITA by means of Load Messages (LDM) and Passenger Transfer Messages (PTM) or other messages based on which the number of transfer passengers can be determined).
- in an Excel file in a specific format in the event a user does not have a link to EDI in flightreporting. This Excel format can be obtained from the Airport Administration.

Section 4 The statement of the number of passengers on board upon departure of the aircraft should consist of the number of local boarding passengers, the number of transfer passengers and the number of passengers as referred to in article 5 section 3, subdivided into categories a, b and c.

- Section 5 In case of non compliance to the procedure as described in this article sections 1 to 4, calculation of the passenger charges will be made in accordance with seating capacity of the relevant aircraft type on an 'all economy' basis.
- Section 6 Contrary to the provisions of paragraph 5 of this article, in the event of a prolonged interruption of the process of the supply of loading data by the user, which severely disrupts or renders impossible the operator's regular, weekly invoicing process based on the loading data supplied as set out in article 12 section 2, the Company will draw up and issue a provisional invoice. The provisional invoice will be based on a reasonable estimate at the Company's discretion of the airport charges owed, based on an earlier comparable invoicing period, possibly extrapolated from recent information regarding the development of loading data. The moment the correct loading data are subsequently supplied by the user within a maximum of 12 months of the provisional invoice date, reimbursement or additional charging will take place of the differences between the actual charges which are due and the charges paid by the user on the basis of the provisional invoice for the full period of the disruption. Should the correct loading data not be supplied within 12 months of the provisional invoice date, the provisional invoice is deemed the definitive invoice and the right of reimbursement or additional charging will lapse.
- Section 7 All documents that are necessary to check the accuracy and completeness of the loading data which is provided, should be available for inspection by the Company. This documentation consists of:
- The document based on which the total number of passengers can be determined, e.g. a SLS-message and Pieces & Weight list, the authorised load sheet or the 'Customer Weight and Balance Display'
  - The passenger list
  - In case of transfer passenger: the inbound list with the origin and final destination of the transfer passengers
  - In case of passengers under two years of age which are not mentioned on the passenger list: a list with these passengers
- These documents should remain available for at least 12 months after departure of the aircraft in hard-copy or in the automated systems of the airline. On request of the Company, these documents should be provided for inspection.
- Section 8 Reimbursement or additional charging of noticed differences in the charges which are due following from incorrect or incomplete loading data will be applied for a maximum period of 12 months preceding the moment that the difference is noticed, regardless of the cause or character of the incorrectness or incompleteness or the party who has noticed this. In consultation with the Company, the correct loading data must be provided instantly to the Company, in writing or electronically and together with the onus of proof. The Company reserves the right to require an audit certificate in case discrepancies are noticed. Reimbursements will not be applicable in case the incorrect or incomplete data provision is caused by wilful misconduct or gross negligence of the user. The Company is not entitled to additionally charge users in case the incorrect or incomplete processing of data is caused by wilful misconduct or gross negligence of the Company.
- Section 9 The Company shall keep and treat the information provided to the Company pursuant to this article confidential. The Company will make sure that its publications will not disclose information on individual users.
- Section 10 Information provided by users for the purpose of inspection of loading data, as described in section 7, shall not be used by the Company other than for this purpose. This information shall only be disclosed to those persons who need to know such information with regard to these inspections and who are bound to confidentiality obligations. The Company shall comply with the Dutch Data Protection Act ('Wet bescherming persoonsgegevens') with regard to personal data provided to the Company in this respect.

## **Article 12 Obligations**

- Section 1 All charges referred to in article 2, 4, 5 and 6 should be paid in full prior to departure of the aircraft by means of:
1. payment with a credit card to the Apron Office of the Company

2. with reference to section 3: weekly pre-payments or a weekly invoice with complementary guarantees in the form of a bank guarantee or deposit in case the Company and the user can agree on this way of payment.

- Section 2 In case of weekly invoicing, the maximum payment term is within three weeks from the date on the invoice. When this term is exceeded, an interest charge of 1% on a monthly basis applies to the amount of the invoice.
- Section 3 The Company has the discretion to allow a certain credit limit to a user, in a manner to be chosen by the Company. In determining the credit limit, the company takes the credit worthiness and payment behaviour of the user into account. The Company can terminate a credit limit agreement unilaterally and restrict the credit limit when the payment behaviour or credit worthiness of the user gives reason to do so.
- Section 4 In case of an aircraft being leased out for a period exceeding six months, it is possible to send the invoice to the lessee concerned on request of the owner/lessor. In order to receive the invoice, the lessee should provide a request, in writing or electronically, in advance. The owner/lessor will remain fully liable for all sums payable. In the event the lessee of an aircraft would like to stand surety for one or more flights, the completed form 'Guarantee per flight' should be submitted to the Company, department Account Management.
- Section 5 Claims on invoices should always be received within 30 days after the date of the invoice. In case of claims on invoices which take place later than 30 days after the invoice date, the right on a reimbursement of the differences between the data which is provided and the invoicing of the fleet and load data expires and the user can by no means submit claims regarding the invoice. Any change in the invoice amount or postponement of payment is not permitted, nor is it permitted to return the invoice without preliminary consultation. Claims of users following noticed differences between the data provided and the invoice of the fleet and loading data must be provided to the Company, in writing or electronically, together with the onus of proof.
- Section 6 In the event a flight as defined in article 8 is charged, the relevant user can provide a request, in writing or electronically, for exemption of payment at the Company, department Account Management, within 30 days after date of invoice.
- Section 7 In case of non compliance by the user to the provisions as described in article 10 and article 11 with regard to the provision of fleet and loading data, credit invoices of differences arising from the application of conservative values or seat capacity or possible other differences will not be made.

### **Article 13 Turnover tax**

- Section 1 Under Dutch Tax Legislation (Turnover Tax Act 1968), turnover tax is levied on all charges and amounts stated, with the exception of governmental levies as mentioned in the explanatory notes. The current turnover tax rate is levied on the landing and take-off charges, parking charges, Passenger Service Charge and Security Service Charge.
- Section 2 For the users which have an Air Operator Certificate (AOC), the zero rate of turnover tax will apply if its aircraft is operated by means of public transport in international air traffic.

### **Article 14 Notice charges and conditions**

- Section 1 The Company gives notice of the charges and conditions before the time period to which the charges and conditions apply. Further rules are laid down, by or pursuant to a general administrative order, regarding the manner in which and date on which notice is to be given (AAS Operation Decree, article 3 and 4).
- Section 2 The notice of the charges and conditions will be made by:
- making the charges and conditions available for inspection, in any case at the offices of the airport operator at the airport,
  - announcing the determination of the charges and conditions in at least one daily, weekly or national newspaper or in any other appropriate manner, so that the users will be reached in the best possible way, and
  - by sending the charges and conditions to users on request at the addresses given by them.

## **Article 15 Allocation of airport infrastructure and facilities**

- Section 1 Airport infrastructure and facilities will be allocated to users in an objective, transparent and non-discriminatory manner.
- Section 2 For the allocation to users of aircraft stands and accompanying facilities for the handling of aircraft, the Regulation Aircraft Stand Allocation Schiphol (RASAS) is applicable (website <http://extra.aviationonline.schiphol.nl/Home/AirsideOperations1/AllocationAircraftStands.htm>).
- Section 3 For the allocation to users of check-in facilities for the handling of passengers and their baggage, the Check-In Desk Allocation Rules (CIDAR) are applicable (website <http://extra.aviationonline.schiphol.nl/Home/PassengerServices1/Checkin/CheckinDeskAllocationRules.htm>).
- Section 4 For the allocation to users of reclaim belts for the handling of arriving baggage items, the Baggage Reclaim Allocation Rules are applicable (website <http://extra.aviationonline.schiphol.nl/Home/Baggage1/BaggageReclaim1.htm>).
- Section 5 The Company can set additional criteria for allocation of infrastructure. Users will be informed in writing or electronically.

## **Article 16 Other conditions**

- Section 1 Rules regarding signing, branding and communication material of airlines in the terminal are laid down in the document 'Branding Regulations' (website <http://extra.aviationonline.schiphol.nl/Home/PassengerServices1/Checkin/BrandingAndAirlineLogos.htm>).
- Section 2 Other rules and conditions which could be relevant for users are published on <http://www.schiphol.nl/aviationonline>.

## **Article 17 Liability**

- Section 1 The airport operator is not liable for damage and/or personal injury sustained as a result of or during a stay in the airport area. The previous sentence does not apply to damage and/or injury sustained as a result of a demonstrable intentional act or omission and/or demonstrable gross negligence on the part of the airport operator.
- Section 2 Parties whose acts or omissions cause direct and/or indirect damage to the airport operator will be held fully liable
- Section 3 Furthermore, with regard to liability, the Schiphol regulations are applicable (amongst which are articles 32 section 2 and article 33 and also article 3 and 4) (without prejudice), insofar as it regards aviation activities (as described in article 2 section 2 of the Amsterdam Airport Schiphol Operation Decree).

## **Article 18 Compliance with charges and conditions**

- Section 1 Costs incurred because of non compliance with any condition mentioned may be charged to the owner.

## **Article 19 Applicable law and settlement of disputes**

- Section 1 All rights, obligations and disputes arising under the present 'Schiphol Airport Charges and Conditions' and appendices are exclusively subject to the provisions of Dutch law.

- Section 2 Within a period legally defined, users or representative organisations can submit a request to the Netherlands Authority for Consumers and Markets, in order to determine whether the charges and conditions are contrary to the rules laid down by or pursuant to the law (please refer to Aviation Act article 8.25f and AAS Operation Decree article 6).
- Section 3 Any other disputes will be submitted only to the judgement of the authorised Court in the District of Amsterdam, the Netherlands.

#### **Article 20 Incentives**

- Section 1 For users being passenger airlines, the 'Airline Reward Programme' is applicable at Schiphol Airport. Please refer to appendix III for the content of this programme and the conditions for qualifying for this programme.
- Section 2 For users being passenger airlines, the 'Allowance bus costs' is applicable at Schiphol Airport. Please refer to appendix IV for the content of this programme and the conditions for qualifying for this programme.
- Section 3 For users being cargo airlines, the 'Cargo Sustainability Incentive Programme' is applicable at Schiphol Airport. Please refer to appendix V for the content of this programme and the conditions for qualifying for this programme.

#### **Article 21 Appendices**

- Section 1 The appendices I to V attached to this 'Schiphol Airport Charges and Conditions' are an integral part of 'Schiphol Airport Charges and Conditions'.
- Section 2 The part 'Levies and taxes at Amsterdam Airport Schiphol' is solely added for informative purposes for the users.

#### **Article 22 Effective date**

These Schiphol Airport Charges and Condition are effective as of 1 April 2017, except for those documents as referred to in article 16, for which a different effective date can apply.

N.V. Luchthaven Schiphol  
The Board of Management  
Date: 31 October 2016

## Appendix I Airport Charges (in euros)

Landing and take-off charges (charge per 1.000 kg)	Category MCC3			Category A			Category B			Category C		
	day		night									
	landing/ take-off	landing	take-off									
Connected handling	€ 5,97	€ 11,37	€ 13,43	€ 5,22	€ 6,63	€ 7,83	€ 3,73	€ 4,74	€ 5,60	€ 2,98	€ 3,79	€ 4,48
Disconnected handling	€ 4,77	€ 9,10	€ 10,74	€ 4,18	€ 5,31	€ 6,27	€ 2,98	€ 3,79	€ 4,48	€ 2,39	€ 3,03	€ 3,58
Cargo flight	€ 3,10	€ 5,91	€ 6,98	€ 2,72	€ 3,45	€ 4,07	€ 1,94	€ 2,46	€ 2,91	€ 1,55	€ 1,97	€ 2,33

Minimum charge based on an MTOW of 20 tonnes

Day: 06.00 – 23.00 hrs

Night: 23.00 – 06.00 hrs

Chapter 2 surcharge per landing:

- Up to 100.000 kg: € 1,837.80
- Over 100.000 kg: € 2,756.70

Passenger Charges		
Passenger Service Charge	Schiphol Centre	Schiphol East
per departing local passenger	€ 11,34	€ 9,08
per departing transfer passenger	€ 4,76	€ 3,82
Security Service Charge		
per departing local passenger	€ 10,08	€ 10,08
per departing transfer passenger	€ 5,64	€ 5,64

Parking Charge	
per 1.000 kg per period of 24 hours	€ 1,30

## Appendix II Conservative Classification of Noise Categories

Noise category MCC3 (basic compensation +60% plus additional night surcharge +50%)	Noise category A (basic compensation +40%)	Noise category B (basic compensation)	Noise category C (basic compensation -20%)
<p>Airbus A300</p> <p>B727 B737-100/200/400 B767-200/300 B747-100/200/300/SP</p> <p>Antonov types not mentioned DC-8 DC-9 DC-10 Ilyushin all types Tupolev all types Yak42</p> <p>Gulfstream II/III Hawker 700 (HS 125-700)</p>	<p>Airbus A310 Airbus A321</p> <p>B737-300//500 B747-400</p> <p>BAe types not mentioned Fokker 27 Lockheed all types MD-81/82/83/87/88</p> <p>Cessna 650 Falcon 10/20/50</p>	<p>Airbus A319 Airbus A320 Airbus A330</p> <p>B737-600/700/800/900 B757-200/300 B767-400 B777-200/300er</p> <p>Antonov 148 ATR42 ATR72 BAe 146/AVRO RJ series Bombardier CRJ700 Bombardier 900 Canadair CL600 Canadair RJ 700/900 DHC all types Embraer 170/175/190/195 Fokker 50 Fokker 100 MD-11 Shorts 360 Sukhoi Superjet 100-95</p> <p>Cessna 500 other types Falcon 200/900/2000/7x Hawker 800 (BAe 125-800) IAI other types Learjet 31/35/36/45/55/60</p>	<p>Airbus 318 Airbus A340-200/300/500/600 Airbus A350 Airbus A380</p> <p>B717 B747-8 B787-8</p> <p>BAe ATP BAe Jetstream Bombardier Global Express Canadair CL601/604 Canadair RJ 100/200 Dornier 328/JET Embraer EMB-120 (Brasilia) Embraer 135/145 Fokker 70 MD-90 Saab all types</p> <p>Beech all types Cessna 560 XL Cessna 750 Gulfstream IV/V or 650 Hawker 750/800 XP IAI Galaxy/Astra 1125/Astra SPX</p>
<p>All other aircraft not mentioned in noise categories MCC3, A, B of C</p>		<p>All helicopters</p>	<p>Alle aircraft &lt; 6 ton MTOW</p> <p>Alle (turbo-)props ≤ 9 ton MTOW</p>

## Appendix III Airline Reward Programme

Amsterdam Airport Schiphol has an Airline Reward Programme (ARP) to stimulate the development of long-haul services to and from Amsterdam. The programme is targeted to strengthen the Mainport, which means rewarding the development of new long-haul destinations for Schiphol as well as new services on existing long-haul routes, thus reinforcing Amsterdam's position as a top-tier hub in Europe.

The ARP consists of two parts: a refund to the airline and a dedicated route marketing fund to be spent on generating sales for the airline on the new service. Half of the amount is a refund and the other half will be made available via the marketing fund. Both elements are calculated on a per departing passenger basis.

The route marketing fund, as part of the ARP, is Schiphol's tool for co-investing in market development and driving passenger awareness and demand for new services. It will provide money directly to marketing activities for the airline's new services.

Airline Reward Programme Refund & Marketing Fund		
Amount per departing passenger	Long-haul Year 1	Long-haul Year 2
New destination for Amsterdam Airport Schiphol	€ 7.50	€ 5.00
New destination for airline	€ 7.50	€ 0.00

These rewards apply to all eligible departing passengers (local boarding and transferring).

### For more information:

Terms and conditions apply to the Airline Reward Programme, please refer to the following pages. If you are interested in the ARP, or would like to receive more details or a tailor-made calculation, please contact the Aviation Marketing Department:

Amsterdam Airport Schiphol  
Aviation Marketing Department  
P.O. Box 7501  
1118 ZG Schiphol Airport  
The Netherlands

Tel: + 31 20 601 3924  
E-mail: [aviationmarketing@schiphol.nl](mailto:aviationmarketing@schiphol.nl)  
Website: [www.schiphol.com/routedevlopment](http://www.schiphol.com/routedevlopment)

## Terms & Conditions of the Airline Reward Programme Amsterdam Airport Schiphol

1. The Airline Reward Programme (ARP) only applies to long-haul flights.
2. For a new long-haul destination for Amsterdam Airport Schiphol, the ARP applies for a period of two years; for a new long-haul route for an airline, the ARP applies for a period of one year.
3. The Airline Reward Programme (ARP) only applies to regular scheduled passenger flights. Scheduled charter operations are eligible if the schedules are publicly published and can be booked directly by passengers other than via a tour operator.
4. The following applies:
  - a. A long-haul route is defined as a destination outside Europe, North Africa and the Levant that is served on a non-stop basis from Amsterdam Airport Schiphol.
  - b. Every airline launching service on a long-haul route that is new for that airline can be eligible for the ARP.
  - c. A new service may qualify for the ARP if it is flown at a minimum of one time per week for a continuous period of 20 weeks as a non-stop service.
  - d. An airline proposing to launch new long-haul flights that wishes to be eligible for the ARP may not have operated those flights in the previous twelve months.
  - e. To qualify for the second year, the airline must have operated the new service on a year-round basis in the second year.
  - f. In case an airline changes its route schedule, either by adding or altering a destination served (in the case of a multi-stop operation), the ARP only applies for the additional passengers departing from Amsterdam carried on the combined route in the first year.
  - g. For the first year the reward equals a € 7.50 per departing passenger of which half is a refund to the airline (€3.75) and half is put in the route marketing fund (€3.75).
  - h. For the second year the reward equals € 5.00 per departing passenger of which half is a refund to the airline (€2.50) and half is put in the route marketing fund (€2.50).
5. Part of this ARP is the creation of dedicated marketing funds for new services. Amsterdam Airport Schiphol will contribute money to these funds on a per eligible passenger basis for qualifying flights. The money in the funds can then be used for activities that raise awareness or sales of the new service. The use and delivery of the marketing money is described below:
  - a. Marketing fund money is to be used only on activities that will promote awareness, create publicity and raise sales of new flights from/to Amsterdam Airport Schiphol. Marketing fund money may be used on a wide range of actions in agreement with Amsterdam Airport Schiphol, including the following list of activities which are 'pre-approved':
    - i. Billboard or other outdoor advertising
    - ii. Television, radio, newspaper, magazine or other print advertising
    - iii. Travel agent educational actions, incentive promotions or events
    - iv. Travel media familiarisations, promotions or events
    - v. Sponsorship of a relevant event or function that targets a specific market of potential travellers, sellers or opinion leaders
    - vi. Internet advertising (other than on the airline's own website), or other online campaigns and promotions and their associated external costs
    - vii. Competitions, give-aways or merchandising directed at marketing the new route
    - viii. Co-sponsoring with national or regional tourism boards
  - b. Other activities may be eligible for marketing fund money if agreed with Amsterdam Airport Schiphol prior to commencement.
  - c. All actions to be funded from ARP marketing funds must be agreed with Amsterdam Airport Schiphol prior to commencement and be included in a Marketing Plan.
  - d. An airline is allowed an 18 month period from the beginning of a new service to deliver marketing activities that are paid for from ARP marketing funds. Unused money at the end of this period will be retained by Amsterdam Airport Schiphol.
  - e. Amsterdam Airport Schiphol reserves the right to require examples and proof or marketing activities related to the routes rewarded through the marketing fund of the ARP.
6. The ARP only applies to an airline if its departing passenger volume at Amsterdam Airport Schiphol has grown in total in comparison to the previous year.
7. The ARP has a maximum reward of € 1.5 million per airline per year.
8. Changes of a route between alliance-partners or joint ventures are excluded from the ARP.

9. If an airline contracts another airline, either as a franchise, operating company or as (full) lease operation, this will be considered to be one airline company.
10. Chapter-2 aircraft and marginally compliant Chapter-3 aircraft are excluded from the ARP. These are aircraft which are certified in accordance with the noise standards of ICAO Annex 16 Chapter 2 or Chapter 3 for which the margin of the sum of the three certification noise levels, relative to the sum of the three applicable ICAO Annex 16 Chapter 3 certification noise limits, is less than 5 EPNdB.
11. The airline is responsible for obtaining the necessary slots at Amsterdam and traffic rights in the Netherlands.
12. If two airlines apply for the same new destination, the ARP will apply to the first airline to announce and open the route for sales and which complies with the terms and conditions.
13. The application for the ARP by the airline must be done in writing by completing the application form. Applications for the ARP must be received no later than 60 days from the commencement of services to be eligible.
14. Payment of ARP rewards and marketing funds will be to the airline's bank account as nominated on the application form.
15. The refund for the first year of operation will be paid no more than 60 days after one full year of operation or after 20 weeks of operation in the case of a seasonal service. The refund for the second year of operation will be paid no more than 60 days after the second year of operation.
16. There will be no interest compensation applicable on the reward.
17. The airline must fully comply with the terms and conditions published in the Schiphol Airport Charges & Conditions of Amsterdam Airport Schiphol.
18. The reward will not be paid to the airline in case the airline has not followed the payment obligations as mentioned in the Schiphol Airport Charges & Conditions of Amsterdam Airport Schiphol.
19. Money from Amsterdam Airport Schiphol ARP funds may not be used, either in part or in whole, on actions that contravene usual community behavioural standards, illegal activities or activities that could bring Schiphol into disrepute.
20. Amsterdam Airport Schiphol reserves the right to use the ARP and all related matters for promotional purposes.
21. Amsterdam Airport Schiphol reserves the right to review and modify the application and rewards of the ARP.
22. Amsterdam Airport Schiphol reserves the right to refuse and/or withdraw any application to the ARP that does not meet the terms and conditions mentioned above.
23. Amsterdam Airport Schiphol's decision on all above matters relating to the ARP is final.
24. The ARP is subject to and may be modified or terminated in accordance with all applicable laws and mandatory or other directions of competent authorities.
25. Amsterdam Airport Schiphol shall not be liable for any costs, expenses or damages in relation to or resulting from the above programme.
26. This ARP is valid as of 1 April 2017.

**Application Form Airline Reward Programme  
Amsterdam Airport Schiphol  
Scheme per April 2017**

<b>General Information</b>
<b>Name of Airline</b>
<b>Destination (airport &amp; 3-letter code)</b>
<b>Routing of flight</b>
<b>Flight number(s)</b>
<b>Days of operation</b>
<b>Number of flights per week</b>
<b>Aircraft type</b>
<b>Seat configuration</b>
<b>Start date of operation</b>
<b>Number of departing flights in 1<sup>st</sup> year of ARP</b>
<b>Number of departing flights in 2<sup>nd</sup> year of ARP</b>

<b>Payment method</b>
<b>Company name</b>
<b>Name of Bank</b>
<b>Bank account</b>
<b>Swift code</b>

<b>Contact information</b>
<b>Contact person</b>
<b>Title</b>
<b>Address</b>
<b>Phone number</b>
<b>e-mail address</b>

## Appendix IV Allowance bus costs

All airlines currently operating or due to start operating at Schiphol are eligible for the following scheme:

- Schiphol will grant the airline concerned €2 in marketing support per arriving passenger per connection, subject to a maximum amount of €20,000 per bus service per year.
- The amount (projected total number of arriving passengers \* €2) will be transferred to the airline at the end of the first month of bus service operations.
- One connection = one bus (or similar mode of transport) arriving at Schiphol.
- A bus must arrive at Schiphol as private bus transport within the meaning of the Passenger Transport Act 2000.
- If the bus service is prematurely discontinued (for any reason), the amount will be refunded by the airline, less the actual number of passengers carried \* €2.
- The Airline Reward Programme is designed for flights and is explicitly not applicable to a bus connection, even if the bus concerned operates under a flight number.
- The airline will provide the following services in return:
  - Schiphol communication in the bus (e.g. SBF bag with a leaflet and passport), with the option of showing a video clip, and displaying a logo on the bus.
  - Incorporate sponsorship into marketing communication media for the Travel Trade, etc.
  - Regular reporting on passenger numbers (incl. a breakdown of substitute transport for train / car / additional passengers).
  - The sharing of other qualitative research as a result of the bus service.
- This scheme applies to connections to Amsterdam Airport Schiphol.
- Schiphol retains the right to reconsider this scheme on the basis of current developments.

## **Appendix V            Cargo Sustainability Incentive Programme**

Together with the Dutch Government, Amsterdam Airport Schiphol has committed to implement an active policy stimulating the use of more silent aircraft as well as a preference for day time operations (between 06.00 and 23.00 hours).

As part of this policy, Schiphol wants to stimulate airlines to renew their fleet deployed at Schiphol. For this reason, an incentive programme is introduced to reward airlines in case MCC3 aircraft are substituted by more modern, quieter aircraft. Through this programme, airlines are financially rewarded for replacing their MCC3 full freighter flights at Amsterdam Airport Schiphol.

### **Reward**

Every airline substituting its scheduled full freighter flights with Marginally Compliant Chapter 3 aircraft by flights with category B or C wide body full freighter aircraft will be eligible for a reward of € 400 per departure for the replaced flights. This reward will be given for the first year of operation with the new aircraft.

### **For more information:**

Terms and conditions apply to the Cargo Sustainability Incentive Programme (see page 2).

If you are interested in using the programme or if you would like to receive the full details, please contact the Schiphol Cargo Department:

Amsterdam Airport Schiphol  
Cargo Marketing Department  
P.O. Box 7501  
1118 ZG Schiphol Airport  
The Netherlands

Tel: 00 31 20 601 4530  
Fax: 00 31 20 601 2936  
E-mail: [cargo@schiphol.nl](mailto:cargo@schiphol.nl)  
Website: [www.schipholgroup.com/cargo](http://www.schipholgroup.com/cargo)

## Terms & Conditions of the Cargo Sustainability Incentive Programme

- The Cargo Sustainability Incentive Programme is valid as of 1 April 2017.
- The Cargo Sustainability Incentive Programme only applies to scheduled full freighter flights.
- Freighters visiting Amsterdam Airport Schiphol for refuelling only are excluded from the Cargo Sustainability Incentive Programme.
- If an airline contracts another airline, either as a franchise, operating company or as (full) lease operation, this will be considered to be one airline company.
- Marginally compliant Chapter-3 (MCC3) aircraft are defined as certified in accordance with the noise standards of ICAO Annex 16 Chapter 3, for which the margin of the sum of the three certification noise levels, relative to the sum of the three applicable ICAO Annex 16 Chapter 3 certification noise limits, is less than or equal to 5 EPndB.
- The reward per take-off amounts to € 400
- The reward is eligible for the total number of MCC3 flights which is replaced by flights with category B or C wide body full freighter aircraft during the day (06.00 - 23.00 hrs).
- The total number of replaced flights is calculated as the decrease in the number of flights with MCC3 aircraft, with a maximum of the increase in the total number of flights with category B and C wide body full freighter aircraft during the day (06.00 - 23.00 hrs).
- The maximum reward per airline per year is € 150,000
- The airline is responsible for obtaining the necessary slots and traffic rights.
- The application for the Cargo Sustainability Incentive Programme by the airline must be done in writing.
- Any flight for which an application is made to the Cargo Sustainability Incentive Programme must have been operated for one year as a non-stop service and it must be confirmed by the airline that it intends to continue the route for a minimum of one more year after its first year of operation.
- The reward will be paid no more than 60 days after one full year of operation with the replacing aircraft.
- There will be no interest compensation applicable on the reward.
- The airline must fully comply with the terms and conditions published in the Schiphol Airport Charges & Conditions of Amsterdam Airport Schiphol.
- The reward will not be paid to the airline in case the airline has not followed the payment obligations as mentioned in the Schiphol Airport Charges & Conditions of Amsterdam Airport Schiphol.
- Application for the Cargo Sustainability Incentive Programme excludes the airline from participation to any other reward programme for the same flights.
- Amsterdam Airport Schiphol reserves the right to use the Cargo Sustainability Incentive Programme and all related matters for promotional purposes.
- Amsterdam Airport Schiphol reserves the right to review, modify and withdraw the application and rebates of the Sustainability Incentive Programme in the consultation process.
- Amsterdam Airport Schiphol reserves the right to refuse any application to the Cargo Sustainability Incentive Programme that does not meet the terms and conditions mentioned above.
- Amsterdam Airport Schiphol's decision on all above or other matters relating to the Cargo Sustainability Incentive Programme is final.
- Amsterdam Airport Schiphol shall not be liable for any costs, expenses or damages in relation to or resulting from the above programme.
- The above programme is subject to and may be modified or terminated in accordance with all applicable laws and mandatory or other directions of competent authorities.

**Levies and taxes at Amsterdam Airport Schiphol**

On the next pages, an explanation is given on the levies and taxes, not being airport charges and conditions, which apply at Schiphol Airport and which are invoiced and collected by Schiphol airport. It concerns the levies and taxes which are imposed by the government or which are set in cooperation with the airlines.

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## PRM Levy

As of July 2008, the EU Regulation 1107/2006 concerning 'the rights of disabled persons and persons with reduced mobility when travelling by air' is effective. Specified in this regulation are not only the rights of these persons, but also the extent of assistance required in order to offer them opportunities in air travel which are equal to all other citizens. The managing body of the airport has the overall responsibility to ensure that the provision of this assistance is met.

Together with the major airlines operating at Schiphol airport, the Schiphol Airline Operators Committee (SAOC) and the CG Raad (Board of chronic invalids and disabled persons) a PRM Committee was established in 2006. This Committee has decided to outsource the assistance of disabled persons and persons with reduced mobility (PRM).

The EU regulation states that in the interest of social inclusion, persons concerned should receive assistance without additional charge. The assistance should be financed in such a way as to spread the burden proportionally among all passengers using the airport. The managing body of the airport may, on a non-discriminatory basis, levy a specific charge on airport users for the purpose of funding this assistance. For this reason, Schiphol has introduced a PRM levy which is charged to all airlines operating at Amsterdam Airport Schiphol. The levy is cost-related and includes the costs of outsourcing and the overhead costs made by the airport. In cooperation with the airlines represented in the PRM Committee, the PRM levy was established at **€0,56 per departing passenger effective as of 1 April 2016**.

Airlines operating at Amsterdam Airport Schiphol will be charged based on the number of passengers they transport from the airport. The levy has to be paid for all departing passengers, both local boarding passengers and transfer passengers. Only transit passengers and infants (< 2 years) are excluded. Definitions of passenger types are in accordance with the definitions as stated in the article 1 of the document 'Schiphol Airport Charges & Conditions'.

The PRM levy will be recalculated every year. Differences in costs and revenues for PRM handling, which will primarily follow from differences between the expected and actual number of PRM's, will be settled in the levy for the following year.

For the payment of the PRM levy, the (payment) obligations as described in Article 12 and Article 18 of the document 'Schiphol Airport Charges & Conditions' apply accordingly.

## General Information

### Amsterdam Airport Schiphol

Office address	Evert van de Beekstraat 202 1118 CP Schiphol
Postal address	P.O. Box 7501 1118 ZG Schiphol
Bank	ABN-AMRO Bank P.O. Box 7585 1118 ZH Schiphol BIC : ABNANL2A IBAN: NL20ABNA0486749304
Chamber of Commerce Amsterdam	trade register number 34029174

## Relevant Departments

For information on invoices:

<b>Airport Administration</b>	telephone	+31.20.601.2416
	SITA	SPLLA7X
	e-mail	<a href="mailto:airportadministration@schiphol.nl">airportadministration@schiphol.nl</a>

For information on airport charges to be paid and day-to-day operational issues:

<b>Account Management</b>	telephone	+31.20.601.2580
	e-mail	<a href="mailto:accountmanagement@schiphol.nl">accountmanagement@schiphol.nl</a>

For information on urgent operational issues:

<b>Airside Operations / Apron Office</b>	telephone	+31.20.601.2116
	e-mail	<a href="mailto:apronoffice@schiphol.nl">apronoffice@schiphol.nl</a>

For market information:

<b>Aviation Marketing</b>	telephone	+31.20.601.4530
	e-mail	<a href="mailto:aviationmarketing@schiphol.nl">aviationmarketing@schiphol.nl</a>

For general information on airport charges:

<b>Pricing &amp; Regulatory Affairs</b>	telephone	+31.20.601.2689
	e-mail	<a href="mailto:airportcharges@schiphol.nl">airportcharges@schiphol.nl</a>