Charges Regulation
Berlin-Tegel Airport

Valid from 09.05.2018
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</table>
1 General Terms and Conditions

1.1 Airport operator and contact details

Berliner Flughafen Gesellschaft mbH (BFG), which is legally represented by the directors of the company, levies airport charges according to these charges regulations and the general conditions specified below. Any general terms and conditions of the airport’s users, which differ from these general conditions, do not apply even if BFG does not object.

The responsible contact concerning invoicing of airport charges is the Accounts Receivable Department unit of BFG. Contact persons are indicated in all invoices and can be contacted at: verkehrsa-brechnung@berlin-airport.de

1.2 General conditions

The services listed in the charges regulation are provided on request, subject to availability of personnel, equipment and vehicles. Unless otherwise contractually agreed, users of airport services have no legal claim to provision of these services.

BFG reserves the right to postpone or refuse performance of services, or to cease performance of services already initiated, even after acceptance of a relevant order in cases where available personnel, equipment and/or vehicle capacities are overloaded by other operating obligations. The same applies in the case of force majeure, industrial disputes or natural disasters, which impede BFG’s ability to perform or to continue performing services.

Services or supplies not listed in the charges regulation are charged separately.

Additionally, the conditions as set out in the “Fees for miscellaneous services”, the “IT services” and “regulation governing the use of the airport (FBO)” respectively “Aerodrome Manual” apply. According to the latter, especially the obligation to submit reports referred to appendix 2 of FBO (in the Aerodrome Manual chapter A8 App. 2). The appendices regulate reports on passenger reservation rates and SITA messages. If these reports are not submitted in time, BFG reserves the right to impute a 100% occupancy per movement and render account accordingly.
1.3 Exemptions

In case of emergency landings due to technical malfunctions of an aircraft, terrorist threats or a medical case of emergency, there is no obligation to pay airport charges, unless the airport is the originally scheduled destination of the flight. Diversions are not considered emergency landings.

1.4 Charges debtor

Joint debtors for all fees specified in this charges regulation are:

a. the airline carrying out the flight in question under its airline code/flight number,
b. the airlines carrying out the flight in question under their airline code/flight (code sharing),
c. all aircraft operators,
d. any natural or legal person using the aircraft, who is not the owner or operator, such as a charterer or lessee.

1.5 Payment terms and conditions

All charges are payable to BFG or its nominated agent in EURO prior to take-off. All major creditcards or EC-Cash Cards will be accepted.

Please note: payment in cash is not possible.

The immediate payment requirement can be waived if

a. the debtor has transferred a prepayment at least three days prior to take-off or
b. the debtor has provided a non-interest bearing security deposit or if adequate security is furnished in the form of an unconditional absolute guarantee, payable on first demand, valid under German law and issued by a bank licensed to do business in Germany.

The amount of prepayment or security is determined by the BFG at its own discretion and based on the expected payment obligations.

Charges are invoiced after provision of services. Invoices are payable immediately upon receipt in EURO to one of BFG’s bank accounts without any deductions whatsoever for charges and/or expenses incurred. Pursuant to Section 247 of the German Civil Code (BGB), BFG reserves the right, in the event of default on payment, to charge default interest at a rate of 9 percentage points above the prevailing base rate at date of default, and also to provide future services against prepayment only. Furthermore, in case of default in payment BFG is entitled to charge a lump sum of 40 EUR, following Section 288 No.5 of the German Civil Code. In cases where the legal/natural person incurring the charges is not registered in a commercial register, default interest will be charged at a rate of 5 percentage points above base rate.

Objections to the invoice can be raised – unless otherwise stated – within a month after reception, in written form to the address given. After this period has elapsed the un-objected invoice shall be considered approved. The airport operator (or its designee) will inform the debtor about these consequences before commencement of the time period.
All charges are charges within the meaning of Section 10, paragraph 1 of the German Turnover Tax Act. Unless the charges debtor can provide proof that he fulfils the conditions for non-taxability or tax exemption applying to air traffic, he will also be liable for payment of turnover tax at the legally applicable rate.

It is not permissible to offset airport service charges against counterclaims within the legally recognised limits, except in the following cases:

a. if the counterclaim is undisputed, ready for decision or res judicata;

b. if the counterclaim has lapsed but is undisputed and had not yet lapsed at the date on which it could first have been offset;

c. if the claim and counterclaim relate to the same contract for use of airport services.

Notwithstanding the provisions of items a. and b. above, offsetting is not permissible in cases where counterclaims relate to claims prior to contract or do not relate to the contract for use of airport services on which BFG’s claim is based.

It is not permissible to refuse or withhold payment of airport service charges within the legally recognised limits, except in the following cases:

1. if the counterclaim is undisputed, ready for decision or res judicata;

2. if the counterclaim has lapsed but is undisputed and had not yet lapsed at the date on which payment could first have been refused or withheld;

3. if the claim and counterclaim relate to the same contract for use of airport services.

Notwithstanding the provisions of items a. and b. above, offsetting is not permissible in cases where counterclaims relate to claims prior to contract or do not relate to the contract for use of airport services on which BFG’s claim is based.

1.6 Charging procedures

Unless stipulated otherwise in the charges regulation, the minimum charge for services charged at hourly rates shall be half an hour. The charges include preparation, travelling and waiting times. Time for services provided over longer periods will be rounded up to the next complete half-hour.

If there is no explicit indication that the operator or driver is included in the price when machinery and vehicles are made available, an additional price will be charged for the use of personnel.
The conditions for granting promotional incentives set out in clause 2.5 of the charges regulation expire as of the date of closure of Berlin-Schönefeld Airport and transfer of operations to the new Berlin Brandenburg Airport. No allowance will be made at the new Berlin Brandenburg Airport for outstanding claims for rebate payments, or for existing rebate categories.

1.7 Liability

The customer is liable to BFG for all personal injury and material damage caused by the behaviour of his employees and other vicarious agents during performance of the order.

BFG bears no liability for material damage caused by or in connection with performance of services ordered, or through making its equipment, tools or other devices available, except in cases where BFG or its employees and other vicarious agents cause the damage deliberately or through negligence. This also applies in cases where BFG accepts custody of articles, even though this is not imperative for performance of the order, or where a safe and reasonable alternative solution for custody of the articles was available to the customer.

The customer indemnifies BFG against all third-party claims arising in connection with performance of the order except in cases, where such claims relate to damage caused deliberately by or through negligence of BFG or its employees and other vicarious agents.

1.8 Final provisions

Only the german version of the charges regulation document shall be legally binding. Translations into other languages are provided solely for information purposes. Should any part of the General Terms and Conditions prove invalid, this shall not affect the validity of the remaining provisions.

All contracts for provision of airport services shall be governed by German law.

The place of jurisdiction for Berlin-Tegel Airport is Berlin.

Entities not registered in Germany wishing to enter into a long-term business relationship with BFG for provision of airport services must nominate a person authorised to receive service of notices from BFG or its representatives, who is resident or registered in the Federal Republic of Germany. This provision also applies in cases, where a recipient of airport services migrates to another country after commencement of the business relationship.
2 Charges according to §19b LuftVG

2.1 Take-off and Landing Charges

General
A landing charge is payable to BFG for each landing made by an aircraft at Berlin-Tegel Airport. A noise-related take-off and landing charge inclusive a surcharge for take-off and landing at off-peak times is payable to BFG for each take-off and landing at Berlin-Tegel Airport. (See section „noise surcharge for take-off and landing“)

The landing charge is calculated on the maximum take-off mass of the aircraft and is payable also in cases where the aircraft accelerates and takes off again after making ground contact (“touch-and-go”).

Calculation
The landing charge is calculated on the aircraft’s maximum take-off mass (MTOM), as stated in its aircraft operating certificate, irrespective of the conditions applying to the individual flight.

An aircraft’s MTOM is established by reference to the Airplane Flight Manual (AFM) – Basic Manual – Section for Weight Limitations – of the Aircraft manufacturer or by reference to other electronic or written Media officially recognised by the aviation approval authority. Pending presentation of this document, the maximum known MTOM for this type of aircraft will be used for the landing charge calculation.

No retroactive refunds of landing charges will be made.

Any amendment to the MTOM as stated in the AFM will be recognised from the date of the next change of flight schedules latest, provided that BFG is notified of the MTOM amendment in question prior to the commencing date of a flight schedule period. The airline must notify BFG immediately and show proof of any increase of an aircraft’s licensed MTOM. BFG is entitled to levy supplementary charges for an aircraft’s movements from the date of higher MTOM certification.

Any notifications referring to MTOM shall be send via email to: masterdata@berlin-airport.de

Mass-related landing charge
The MTOM-related part of the landing charge at Berlin-Tegel Airport is €2.00 per 1,000 kg of MTOM (or fraction thereof) for aircraft using all types of propulsion, subject to a minimum calculation base of 27,000 kg MTOM (minimum landing charge).
Noise surcharge for take-off and landing

A noise surcharge is levied for each take-off and landing of aircraft with an MTOM exceeding 2,000 kg. The noise surcharge is grouped into separate noise categories. The allocation of aircraft types into noise categories is based on average noise levels at take-off and landing for individual types of aircraft, as measured at Berlin Airports up to the end of the year 2016. The noise surcharge for aircraft with an MTOM up to 2,000 kg is € 10.00.

<table>
<thead>
<tr>
<th>Noise category</th>
<th>Surcharge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noise category 1</td>
<td>70.9 dB or lower (A)</td>
</tr>
<tr>
<td>Noise category 2</td>
<td>from 71.0 to 73.9 dB (A)</td>
</tr>
<tr>
<td>Noise category 3</td>
<td>from 74.0 to 76.9 dB (A)</td>
</tr>
<tr>
<td>Noise category 4</td>
<td>from 77.0 to 79.9 dB (A)</td>
</tr>
<tr>
<td>Noise category 5</td>
<td>from 80.0 to 84.9 dB (A)</td>
</tr>
<tr>
<td>Noise category 6</td>
<td>from 85.0 to 89.9 dB (A)</td>
</tr>
<tr>
<td>Noise category 7</td>
<td>90.0 dB or higher (A)</td>
</tr>
</tbody>
</table>

Aircraft not listed below will receive a preliminary classification based on existing noise certificates, until sufficient measurement data for Berlin-Tegel Airport is available.

<table>
<thead>
<tr>
<th>Noise category</th>
<th>Aircraft type</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>A148, A318, A319, A321-100(^2), AT72, B462, B463, B736, B737, BE40(^1), E170, E190, E195, F50, F100, RJ85, CRJX, A320-Sharklets, A320-Neo</td>
</tr>
<tr>
<td>4</td>
<td>A30B, A310, A320, A321-100(^2), A321-200, A321-Sharklets, A332(^3), A343, B733, B734, B735, B738, B739, B752, B753, B772, B773, C160, SU95</td>
</tr>
<tr>
<td>5</td>
<td>A332(^3), A333, B744, B763, B764, MD82, P180</td>
</tr>
<tr>
<td>6</td>
<td>AN12</td>
</tr>
<tr>
<td>7</td>
<td>A124, Non-Annex Chapter 2</td>
</tr>
</tbody>
</table>

1) Chapter 4 = Category 2; Chapter 3 = Category 3
2) Chapter 4 = Category 3; Chapter 3 = Category 4
3) Chapter 4 = Category 5; Chapter 3 = Category 4
An additional percentage charge will be levied on the noise surcharge for landings and departures within the times listed below:

<table>
<thead>
<tr>
<th>Time period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>between 22.00 and 22.59 local time</td>
<td>100%</td>
</tr>
<tr>
<td>between 23.00 and 23.29 local time</td>
<td>200%</td>
</tr>
<tr>
<td>between 23.30 and 23.59 local time</td>
<td>300%</td>
</tr>
<tr>
<td>between 00.00 and 05.59 local time</td>
<td>500%</td>
</tr>
</tbody>
</table>

The current flight lanes as well as the maximum levels measured at the reference measurement location can be accessed on the Internet for the previous two months at:

http://travistxl.topsonic.aero/
2.2 Passenger charges

General
A passenger charge is levied in addition to the take-off and landing charge on commercial and industrial\(^1\) air traffic.

Calculation
The passenger charge is based on the number of passengers on board at take-off and on the next scheduled destination. Children under 2 years of age without claim to a separate seat are not included in the number of passengers on board at take-off. Employees of the same or another airline, and other persons travelling free of charge or at reduced price, are included in the number of passengers on board at take-off. Crew members on duty in the aircraft are exempt.

Passenger charge
The following charges apply per departing passenger for flights:

<table>
<thead>
<tr>
<th></th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>within the borders of member states of the Schengen Agreement</td>
<td>€ 12.82</td>
</tr>
<tr>
<td>outside the borders of member states of the Schengen Agreement</td>
<td>€ 14.10</td>
</tr>
<tr>
<td>for verified transfer/transit passengers to any destination</td>
<td>€ 9.40</td>
</tr>
</tbody>
</table>

• Transfer passengers are passengers stopping over at Berlin-Tegel Airport and continuing their journey with another aircraft (with another flight number) on the same calendar day to a destination, which differs from the one they originally arrived from.

• Transit passengers are defined as passengers stopping over at Berlin-Tegel Airport before continuing their journey in the same aircraft in which they arrived.

\(^1\) Industrial flights are flights for the transport of persons and goods undertaken for own business purposes and not as a paid service ordered by third parties. They include business flights of industrial and commercial companies in aircraft either owned by those companies or placed at their disposal free of charge by other persons, and also flights undertaken by airlines for their own purposes.
2.3 Terminal charges – GAT

General
BFG levies a terminal charge for the use of the General Aviation Terminal (GAT) facilities by airline crews and passengers.

Calculation
The terminal charge is calculated for any landing by General Aviation aircraft, according to the MTOM of the aircraft in question.

Terminal charges – GAT
The following charges apply per landing, according to the aircraft’s MTOM:

<table>
<thead>
<tr>
<th>MTOM Range</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 20 t</td>
<td>€ 360.00</td>
</tr>
<tr>
<td>Up to 40 t</td>
<td>€ 585.00</td>
</tr>
<tr>
<td>40 t to 60 t</td>
<td>€ 805.00</td>
</tr>
</tbody>
</table>

Passenger, security and PRM charges do not apply for users of the GAT.
2.4 Positioning and parking charges

General
BFG levies positioning and parking charges for the use of positions and parking spaces on the apron.

Calculation
The level of positioning and parking charges is determined by the aircraft’s MTOM, the type of position or space occupied by the aircraft and the facilities available at the stand in question. The charge is levied on the duration (dwell time), which is defined as the difference between the on-block and off-block-time at the position. This also applies when there is a change of position (no allowance made for taxiing time).

Positioning and parking charges are levied according to the position occupied and are charged per 1,000 kg MTOM (or part thereof) and for each successive 10-minute period of occupation (or part thereof) for the first three hours (positioning charge) and from the fourth hour onwards for each successive 24-hour period (or part thereof) (parking charge).

Positioning charge
The maximum period for positioning charge is 3 hours, i.e. 18 x 10-minute time units. The minimum positioning charge is € 30.00.

<table>
<thead>
<tr>
<th>Bridge position</th>
<th>Charge per 10 min. unit and 1,000 kg</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 40 minutes</td>
<td>€ 0.62</td>
</tr>
<tr>
<td>0 to 90 minutes</td>
<td>€ 0.68</td>
</tr>
<tr>
<td>0 to 120 minutes</td>
<td>€ 0.74</td>
</tr>
<tr>
<td>0 to 180 minutes</td>
<td>€ 0.80</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Remote position</th>
<th>Charge per 10 min. unit and 1,000 kg</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 40 minutes</td>
<td>€ 0.16</td>
</tr>
<tr>
<td>0 to 90 minutes</td>
<td>€ 0.22</td>
</tr>
<tr>
<td>0 to 120 minutes</td>
<td>€ 0.28</td>
</tr>
<tr>
<td>0 to 180 minutes</td>
<td>€ 0.34</td>
</tr>
</tbody>
</table>

For all traffic landing after 9 p.m. but before midnight local time positioning and parking charges will be reduced by 50 per-cent for the first three hours. However, to be eligible for this reduction, take off has to occur before 8 a.m. on the following day (actual block time). The discount is valid only for takeoffs in scheduled and charter traffic in the Great Aviation.

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2 The charge is levied on the total dwell time depending on actual time incurred, i.e. for a dwell time of 118 minutes at a bridge position 12 time units at € 0.74 per 1,000 kg will be charged.
Parking charge
The minimum parking charge is €33.00 per 24-hour period (or part thereof).

The parking charge is €1.20 per 24-hour period (or part thereof) and per 1,000 kg MTOM (or part thereof) for the first 24-hour period (or part thereof), increasing to €2.00 per 1,000 kg MTOM for each successive 24-hour period (or part thereof).

Other
A rental agreement for parking an aircraft for a period of several successive days can be concluded between BFG and the aircraft owner prior to commencement of the parking period.
2.5 Promotion schemes

General
BFG grants the following incentives to airlines for the purpose of generating sustainable connections to new destinations from Berlin and delivering significant passenger volumes:

Every airline (same flight number) with a long-term policy of growing its route network to and from Berlin and fulfilling, the specific requirements can qualify for these incentives. The airline must provide BFG with suitable evidence of its eligibility and its fulfilment of the requirements.

Destination incentive
The destination incentive, valid upon the commencement of a new destination, shall be granted for a period of three years starting from the date of the first flight, provided that the criteria below are met.

A new destination is defined as a city (IATA City Code) that hasn't been served by a direct flight from the Berlin airport system in the past 12 months before the start of that particular flight connection and to and from which the airline maintains regular (no less than twice weekly) flight connections.

a. In case of Continental Routing\(^3\), the incentive is granted for passenger charges, mass-related take-off and landing charges for all take-offs and landings corresponding to the respective destinations, and shall amount to 80% in the first, 50% in the second and 20% in the third consecutive years.

b. In case of Intercontinental Routing\(^4\), which were taken up to 31.03.2020, the incentive is granted for passenger charges, position charges as well as mass-related take-off and landing charges for all take-offs and landings corresponding to the respective destinations, and shall amount to 100% in the first, 70% in the second and 40% in the third consecutive years.

Incentives granted prior to the entry into force of charges regulation of Berlin Brandenburg Airport will remain valid and will be applied to the applicable landing charges.

If the airline closes the new route prior to completion of the 3-year period, 50 percent of the total incentives already granted must refunded to FBB for the new destination since its inauguration.

In order to enable BFG to grant the incentive, the airline must send an email to Consultation@berlin-airport.de, stating the inauguration date of the new route and planned weekly frequency.

The incentive is then granted in the subsequent calendar year. BFG is entitled to offset claims towards an airline resulting from this charges regulation against the destination incentives.

\(^3\) Continental Routes in terms of destination promotion are flight connections to Egypt, Albania, Algeria, Armenia, Azerbaijan, Belgium, Bosnia and Herzegovina, Bulgaria, Denmark, Germany, Estonia, Finland, France, Georgia, Greece, United Kingdom, Ireland, Iceland, Israel, Italy, Croatia, Latvia, Lebanon Lithuania, Luxembourg, Libya, Malta, Morocco, Macedonia, Moldova, Montenegro, Netherlands, Norway, Austria, Poland, Portugal, Romania, Russian Federation, Sweden, Switzerland, Serbia, Slovakia, Slovenia, Spain, Syria, Czech Republic, Tunisia, Turkey, Hungary, Ukraine, Belarus, Cyprus.

\(^4\) Intercontinental Routes in terms of destination promotion are flight connections to destinations in countries, which are not promoted in the context of Continental Routes.
Intercontinental Traffic Growth Incentive

Growth promotion for intercontinental traffic will be granted until 31.12.2019. A beneficiary to ITGI can be any airline, carrying at least 10,000 departing passengers on intercontinental connections, which do not fall within the scope of destination incentive and that are not served daily by the 31.12.2017 deadline. Should an airline have a passenger growth of over 3% compared to the previous year as part of the intercontinental traffic it would be reimbursed an additional € 9 per year for each additional departing passenger. If within the current year an airline has transported 10,000 departing passengers for the first time as part of intercontinental traffic, the basis value of 10,000 departing passengers would be applied for the passenger growth calculation.

The incentive is then granted in the subsequent calendar year. BFG is entitled to offset claims towards an airline resulting from this charges regulation against the destination incentives.

Volume incentive

At the end of each calendar year, passenger volume per flight movement at Berlin-Tegel Airport and Berlin-Schönefeld Airport in that year is analysed for every airline, including its partner airlines (same flight number). The results are used to calculate the amount of incentives payable for the passenger volume generated. The airline may be eligible for a refund of up to 15 percent of passenger charges paid during that year.

Airlines with an annual passenger volume of more than 250,000 passengers qualify for the following passenger charge incentives

<table>
<thead>
<tr>
<th>Passenger volume</th>
<th>Rebate</th>
</tr>
</thead>
<tbody>
<tr>
<td>more than 250,000 p.a.</td>
<td>5%</td>
</tr>
<tr>
<td>more than 500,000 p.a.</td>
<td>10%</td>
</tr>
<tr>
<td>more than 750,000 p.a.</td>
<td>15%</td>
</tr>
</tbody>
</table>

Any destination and growth incentives granted to an airline are deducted from the amount of volume incentive payable. The calculation of the incentive starts at passing the first threshold value i.e. in case of the passenger volume at more than 250,000 passengers. This also applies when part of the destination incentive paid to the airline is reclaimed by BFG on grounds of closure of the new route.
The incentive is then granted in the subsequent calendar year, it will be offset against the aviation charges. The incentive will not be paid out. FBB is entitled to offset claims towards an airline resulting from this charges regulation against the volume incentives. If an airline ceases to operate at Berlin-Schönefeld or Berlin-Tegel airport any credit from the volume incentive will be forfeited by the airline.
3 Security charge

General
The security charge is meant to refinance the costs for security issues in civil aviation following the German Aviation Security Act (§8 LuftSiG) and the corresponding EU-Regulations. The security charge is calculated on the number of passengers on board at take-off on commercial and industrial flights.

The security charge is

- **€ 0.63** from 2018-01-01 per departing passenger
- **€ 0.54** from 2020-04-01 per departing passenger.
4 PRM charge

General
The PRM charge is levied on commercial passenger traffic to offset the costs incurred for the provision of facilities for passengers with reduced mobility, in line with EU Directive 1107/2006. The PRM charge is calculated on the number of passengers on board at take-off on commercial and industrial flights.

The PRM charge is

€ 0.29 from 2018-01-01 per departing passenger
€ 0.19 from 2020-04-01 per departing passenger.

PRM notification
Airlines must give the management of the origin, destination and any transit airports no less than 36 hours advance notice of the need for PRM assistance.

In cases where notice is received less than 36 hours in advance, no guarantee can be given for the prompt provision of assistance. The airline transporting the PRM is responsible for due issue of notice.
5 Central infrastructure charges

General
Central infrastructure installations for provision of ground handling facilities at Berlin-Tegel Airport are defined in Section 6 “Ground handling services” of the “Regulation governing the use of the airport”.

For the provision of these services to all airline users, the following charges are levied.

De-icing installations and equipment
The following charges for provision of de-icing facilities and equipment are levied per landing on all aircraft with a MTOM of more than 10,000 kg:

<table>
<thead>
<tr>
<th>MTOM Range</th>
<th>Charge (€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 50,000 kg</td>
<td>10.00</td>
</tr>
<tr>
<td>over 50,000 kg</td>
<td>30.00</td>
</tr>
</tbody>
</table>

This charge is not levied on non-commercial air traffic, except in cases where the services have actually been requested.

Installations for freshwater supply and sewage disposal
A charge of € 1.12 per landing is levied on commercial passenger aircraft with an MTOM of more than 5,700 kg for provision of installations for freshwater supply and sewage disposal.

Baggage Reconciliation System (BRS)
For the provision of the Baggage Reconciliation System, which facilitates the exact location of baggage during the total baggage process management on the airport premises the BRS-charge is levied.
The BRS charge is calculated on the number of passengers on board at take-off on commercial and industrial flights.

- The BRS charge is € 0.06 from the 2019-04-01 per departing passenger
- € 0.11 from the 2020-04-01 per departing passenger.