

№	Question	Answer
1.	<p>We refer to the European Commission Fact Sheet Press release dated 8th November 2018, wherein the Commission has "decided to send a formal letter to Bulgaria for failing to correctly transpose EU rules on Airport Charges". We understand that Bulgarian Government has 2 months to respond to the Notice. Please clarify how the current mechanism differs from the EU rules. Also, in case of a difference, please clarify when the new rules are expected to be applicable.</p>	<p>Directive 2009/12/EC on airport charges does not provide specific mechanisms for determining airport charges but rather fundamental and binding principles for Member States' compliance: cost-orientation, transparency, non-discrimination. These principles are set out in the Civil Aviation Act (CAA) and the Ordinance on charges for use of airports for public use and air navigation services in the Republic of Bulgaria as well. The applicable mechanism for determining of airport charges is described in Appendix No. 1 of the Ordinance – Methodology for determining airport charges which are collected by the airport operator at an airport with an annual traffic of more than 5 million passengers or by the airport operator with the highest passenger traffic on the territory of the Republic of Bulgaria (Sofia Airport).</p> <p>There is no difference between the current mechanism for determining of airport charges and the EU regulations on airport charges.</p>
2.	<p>As per current guidelines, Airport operator has to undertake a consultation process with stakeholders for determining Airport Charges. Please clarify what percentage of stakeholders are required to accept the proposed charges for the process to be successful?</p>	<p>The consultations for determining the amount of airport charges at Sofia airport are carried out in accordance with and in pursuance of Article 6 of Directive 2009/12/EC of the European Parliament and of the Council of 11 March 2009 on airport charges, and of Art. 122 f, paragraph 1, item 1 of the Civil Aviation Act (CAA). Directive 2009/12/EC on airport charges and the CAA do not provide for a quorum requirement or a requirement for minimum percentage of airport users present to hold valid consultations to determine the level of airport charges for next period. Participation in the consultation is voluntary and the right to ask questions, including requests for clarifications and additional information, is guaranteed by the CAA and the Directive. Please note that: (a) the procedure for determining airport charges, as mentioned above, is in line with EU law, and (b) both the airport operator, which determines the level of charges and levies them for its benefit, and the national regulatory and supervisory body, which monitors the observance of the rules, are committed to compliance with EU regulations, respectively transposed into the national law of Bulgaria.</p>
3.	<p>Please provide details on allocation of costs amongst various airport charges (landing, parking, security, etc.) for the last 2 years. Please provide sample calculations on the methodology for the same.</p>	<p>The distribution of costs between the different airport charges (landing, parking, security, etc.) is carried out in accordance with the Ordinance on charges for use of airports for</p>

		public use and air navigation services in the Republic of Bulgaria. According to the scope of the costs for the different charges, set out in the Methodology for determining airport charges (Appendix No. 1 to the Ordinance), the costs determination for each charge shall be done separately in compliance with the cost elements of the Methodology. Detailed information on the way this is done is provided in the answer to Question 5 of file Q&A_3_05.10.18.
4.	Please provide breakup of volume of cargo handled by Sofia Airport EAD and other cargo handlers at the airport for the last 3 years.	The information is available for review in the Virtual Data Room – Appendix 2.1.3.3.5.
5.	Please provide the breakup of market share of Sofia Airport EAD and other players for provision of 'into-plane' fuel services at the airport for the last 3 years.	The information is available for review in the Virtual Data Room – Appendix 11.18.
6.	Please provide the breakup of market share of Sofia Airport EAD and other players for provision of de-icing services at the airport for the last 3 years.	Market shares by season: 2015/2016 Goldair - 12% Sofia Airport EAD - 47% Swissport - 41% 2016/2017 Goldair - 9% Sofia Airport EAD - 36% Swissport - 55% 2017/2018 Goldair - 10% Sofia Airport EAD - 40% Swissport - 50%
7.	According to answer 2779, the agreement for auxiliary services with Wizz Air will remain in force and is not limited by term. According to Amendment no. 8 (provided in the physical data room as Appendix 3.92) the whole agreement with Wizz Air is terminated and no services are listed in relation to which the agreement should remain in force. Could you please provide the document in which the parties agreed that the agreement for auxiliary services would remain in force for unlimited term and the scope of the auxiliary services. Please also provide amendment 1 to 7 to the agreement with Wizz Air if these contain clauses which will remain in force.	The Auxiliary Services Agreement with Wizz Air was concluded under a new basic contract of IATA and is indeterminate. The services provided fall under Section 7, version of 2013 of the IATA Standard Contract. All other contracts and agreements were terminated/expired on 31.10.2018.
8.	In connection with the new Clause 45.2.9 of the draft Concession Agreement introduced with the amendments from 06 October 2018 in Part XIV HANDBACK PROCEDURE, Clause 45.2 (Handback procedure), and in connection with Question No 20 of QA_12.11.2018_2, we would like to once again raise our request and make the	We confirm the answer we have already provided, that we will review and assess your request.

	<p>clarification that the text of Clause 45.2.9 proposed by us (in case Clause 45.2.9 is not removed from the draft Concession Agreement) reads the following:</p> <p>“45.2.9 The Concessionaire shall be responsible for any damages directly arising out of the transfer of Employees as of the Concession Expiry Date and agrees to indemnify the Grantor and hold the Grantor harmless from and against any liability suffered or incurred by the Grantor as a direct result of the effects of any such transfer and shall indemnify the Grantor against all Losses incurred by the Grantor as a direct result of such transfer.”</p>	
9.	<p>We understand the European Commission has sent an additional letter of formal notice to Bulgaria for failing to correctly transpose EU rules on Airport Charges (Directive 2009/12/EC). Please can you disclose this letter and comment on implications for airport charges going forward.</p>	<p>The EC letter is part of correspondence between the services of the EC and a Member State. In this respect, the relevant EC acts on the accessibility to such information shall also be considered. Therefore we will assess the relevance and the applicability of the EC's letter to this procedure's purposes and upon establishing a link between the two procedures, we will contact the EC services regarding the provision of information contained in the letter.</p>