EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION

EUROCONTROL

- Measures of the Permanent Commission -

MEASURE N°11/173

degenerating authority to the Agency to conclude a bilateral agreement relating to terminal charges with the Latvian State Joint Stock Company "Latvijas Gaisa Satiksme" (LGS)

THE PERMANENT COMMISSION,

Having regard to the EUROCONTROL International Convention relating to Co-operation for the Safety of Air Navigation, as amended at Brussels on 12 February 1981, and in particular Articles 2.2(c), 6.3, 11.3 and 12 thereof;

Having regard to the Multilateral Agreement relating to Route Charges, dated 12 February 1981, and in particular Article 3.2. (i) thereof;

On the proposal of the Agency, the enlarged Committee and the Provisional Council,

HEREBY TAKES THE FOLLOWING MEASURE:

The Agency is delegated authority to conclude a bilateral agreement relating to terminal charges with the Latvian State Joint Stock Company "Latvijas Gaisa Satiksme" (LGS), for an unlimited period, commencing on 1 April 2011, on the basis of the draft agreement attached, which shall be signed on behalf of the Organisation by the Director General of the Agency.

Done at Brussels, on 17.3.2011

For the President of the Commission,

G. MIHAJLOVSKI
Vice-President of the Commission
DRAFT AGREEMENT

BETWEEN

THE EUROPEAN ORGANISATION
FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL)

AND

THE LATVIAN STATE JOINT STOCK COMPANY
"LATVIJAS GAISA SATIKSME" (LGS)

RELATING TO TERMINAL CHARGES

The European Organisation for the Safety of Air Navigation (EUROCONTROL), represented by its Director General, Mr David McMillan, hereinafter referred to as "EUROCONTROL",

and,

The State Joint Stock Company "Latvijas Gaisa Satiksme", [address], represented by the Chairman of the Board Mr Davids Taurins, hereinafter referred to as "LGS",

Collectively referred to hereinafter as the "Parties",


Having regard to the provisions of Article 3 § 2(i) of the Multilateral Agreement relating to Route Charges of 12 February 1981;

Having regard to the letter from the Ministry of Transport dated XX.XX.2011 in which it agrees with the conclusion of an agreement relating to terminal charges;

Having regard to Measure No XX/XX taken by the enlarged Commission on XX.XX.2011 delegating authority to the Agency to conclude a bilateral agreement relating to terminal charges with LGS;

HAVE AGREED AS FOLLOWS:
ARTICLE 1 - (Purpose)

LGS hereby entrusts EUROCONTROL with the calculation, billing, accounting and collection on its behalf of charges for terminal air navigation services, but excluding enforced recovery of unpaid bills, in accordance with the laws and regulations in force in Latvia, and with the provisions set out in Annex 1 to this Agreement.

ARTICLE 2 - (Billing and Payment of Terminal Charges)

2.1. The terminal charges shall be billed in national currency and payable to EUROCONTROL in accordance with the Conditions of Payment set out in Annex 1 (Appendix 2).

2.2. VAT shall be billed, where applicable, under the conditions and in accordance with the procedures agreed between LGS and EUROCONTROL.

ARTICLE 3 - (Treatment of Claims and Information to Users)

EUROCONTROL is entrusted with the treatment of claims submitted by users. Disputes concerning the legitimacy of charges shall be referred to LGS.

EUROCONTROL shall provide to the users information in respect of the terminal charges.

ARTICLE 4 - (Collection of Terminal Charges)

4.1. EUROCONTROL shall collect the terminal charges and shall take all necessary measures to ensure that the charges are collected within the due time as stated on the invoice. Where a user defaults and the normal collection measures have been exhausted, the matter shall be referred to LGS with a view to initiating enforced recovery of amount due. Enforcement measures are the sole responsibility of LGS.

4.2. Where a debtor continues to default in the payment of the amount due, EUROCONTROL shall notify LGS of non-payment.

4.3. The terminal charges shall constitute a claim by LGS.

4.4. The person liable to pay the charge shall be the person who was the operator of the aircraft at the time when the flight was performed. Where an ICAO designator is used in the flight identification, the identity of the operator of the flight shall be deemed to be that of the aircraft operating agency to whom the ICAO designator was allocated at the time of the flight.

If the identity of the operator is not known, the owner of the aircraft shall be regarded as the operator, unless he proves which other person was the operator.
ARTICLE 5 - (Disbursement of Terminal Charges)

Terminal charges collected by EUROCONTROL on behalf of LGS in performance of this task shall be remitted, inclusive of accrued interests, if any, but exclusive of bank charges incurred by EUROCONTROL relating to the collection of terminal charges, to LGS, in accordance with the provisions set out in Annex 1 to this Agreement.

ARTICLE 6 - (Accounting)

6.1. EUROCONTROL shall produce annual accounts for the terminal charge in the form of a Balance Sheet and Income and Expenditure account. The accounts shall be produced according to accepted international standards. The accounts shall be expressed in national currency.

6.2. LGS may audit the EUROCONTROL accounts in respect of these terminal charges.

ARTICLE 7 - (Transmission of Data)

Flight data collection and transmission to EUROCONTROL shall be the sole responsibility of LGS. Flight data to be used for the purpose of calculating terminal charges shall be those transmitted by LGS for the purpose of calculating EUROCONTROL route charges.

ARTICLE 8 - (Costs)

8.1. The costs in respect of the execution of this Agreement shall be established on an annual basis.

The collection costs for the nine months period starting on 01.04.2011 and ending on 31.12.2011 are estimated at EUR 21 000.

8.2. A breakdown of the above costs is shown in Annex 2 to this Agreement.

8.3. Costs shall be assessed on the basis of the most realistic estimate possible at the time of conclusion of this Agreement and the current rules for the charging of Agency services adopted by EUROCONTROL's governing bodies.

If the charging rules of the Agency are modified, the new rules shall apply to this Agreement with effect from the date of their entry into force. Any revision of the cost factor shall be taken into account where it has been duly approved by EUROCONTROL's governing bodies.

8.4. The amount due by LGS to EUROCONTROL for the purposes of this Agreement shall correspond to the costs incurred by EUROCONTROL in respect of the tasks performed by it, as certified by the EUROCONTROL financial services.
ARTICLE 9 - (Payment of Costs)

Payment of costs shall be made by LGS according to the following time scale:

1. Advance payments equal to one quarter of the annual costs with effect from the starting date of operations shall be made by LGS at intervals of three months.

2. At the end of each calendar year EUROCONTROL shall draw up a statement of expenditure, subject to the revision arrangements provided for in Article 8 above, and of the amounts paid by LGS. Negative or positive balances shall be billed or reimbursed to LGS.

3. The bills shall be drawn up by EUROCONTROL in euros and paid to EUROCONTROL in the same currency within 30 days following the date of the bills.

ARTICLE 10 - (Liability)

LGS shall indemnify EUROCONTROL against claims from third parties arising out of the performance of this agreement, except in the case of wilful default or gross negligence on the part of EUROCONTROL or its staff, insofar as those damages are attributable to them.

ARTICLE 11 - (Arbitration)

11.1. Any dispute arising between the Parties relating to the interpretation, application or performance of the present Agreement which cannot be settled by direct negotiation or by any other means, shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organisations and Private Parties, as in effect on the date of the present Agreement.

11.2. The number of arbitrators shall be three.

11.3. The language to be used in the arbitral proceedings shall be English.

11.4. Each Party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal.

ARTICLE 12 - (Suspension of Agreement)

In the event of a state of crisis or war, this Agreement may be suspended by a mutual decision of the Parties or by unilateral written notice of one Party to the other.
ARTICLE 13 - (Amendments)

The Parties may by exchange of letters between the Chairman of the Board of LGS and the Director General of EUROCONTROL modify:

a) Annex 1, provided the amendment has no financial implications;

b) the expenditure detailed in Annex 2, provided the budgetary procedures to which the two Parties are subject have been complied with beforehand.

ARTICLE 14 - (Date of Effect and Duration)

14.1. This Agreement shall enter into force on the date of signature by both Parties for an unlimited period. The calculation and billing of terminal charges shall commence on 1 April 2011.

14.2. However, either Party may terminate this Agreement at any time subject to one year's written notice.

14.3. The notifying Party shall be liable for any costs resulting from the termination of this Agreement unless the reason of such termination is attributable to the other Party's responsibility.

Done in two originals in the English language.

For EUROCONTROL
The Director General

For LGS
The Chairman of the Board

David McMILLAN
Signed in ....................... on................

Davids TAURINS
Signed in ....................... on................
ANNEX I

TO THE AGREEMENT BETWEEN THE EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) AND THE LATVIAN STATE JOINT STOCK COMPANY "LATVIJAS GAISA SATIKSME" (LGS) RELATING TO TERMINAL CHARGES

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APPENDIX (3) Specifications of documents (bill, pro forma statement (statement of flights), statement of account, credit note, bill for interest on late payment, credit note for interest on late payment, VAT annex to bill, VAT annex to credit note)
APPENDIX (4) Reports to be dispatched
1. **INTRODUCTION**

1.1. These operating specifications cover the services to be provided by EUROCONTROL which consist of calculating, billing, collecting and accounting for terminal charges on behalf of LGS, but excluding enforced recovery of unpaid bills, in accordance with ICAO principles as described in ICAO Document 9082 and with the Commission Regulation (EC) No. 1794/2006 of 6 December 2006, as amended, laying down a common charging scheme for air navigation services.

1.2. EUROCONTROL shall maintain separate accounts, in accordance with international accounting standards.

1.3. EUROCONTROL shall ensure that all data required for the execution of the present agreement shall be stored on magnetic medium, in accordance with the same conditions applying in the EUROCONTROL Route Charges System.

1.4. The reports to be dispatched to LGS are specified at Appendix (4).

1.5. LGS shall cooperate with EUROCONTROL in the calculation and collection of the terminal charges.

2. **CHARGING**

2.1. **Definition of a chargeable flight**

A terminal charge shall be levied for each flight performed under Instrument Flight Rules in accordance with the procedures laid down in application of the Standards and Recommended Practices of the International Civil Aviation Organization by an aircraft departing from any aerodrome or designated aerodrome situated within the Terminal Charging Zone(s) listed at Appendix (1), which fall within the competence of Latvia.

2.2. **Charging formula for the terminal charge**

2.2.1. The terminal charge $R$ shall be calculated in accordance with the following formula:

$$R = t \times N$$

where $t$ is the unit rate of charge and $N$ the number of service units corresponding to terminal services used or made available.
LGS shall notify the precise formula to EUROCONTROL. Changes of formula shall only be effective on a first day of a month. The notification of change must be received by EUROCONTROL two months before that date.

2.2.2. The unit rate(s) of charge t shall be notified to EUROCONTROL in national currency with a maximum of two decimal points.

Changes of unit rate or charging zone shall only be effective on a first day of a month. The notification of change must be received by EUROCONTROL not later than the first day of the month for which the new unit rate or the new charging zone applies.

2.2.3. For a given departing flight, the number of service units in respect of terminal charges, designated N, shall take account of the Maximum Take-off Weight (MTOW), expressed in metric tons, which is used for calculating the EUROCONTROL route charge for the flight concerned.

For the purpose of calculating the charge, N shall be expressed as a figure taken to two decimal places.

2.3. Exempted Flights

LGS shall establish exemptions for terminal charges exclusively on the basis of the categories of flights as defined for exemption purposes in the EUROCONTROL Conditions of Application and in accordance with the Commission Regulation (EC) No 1794/2006.

LGS shall notify the categories of flights exempted from the payment of terminal charges to EUROCONTROL. These categories shall include:

1. flights performed exclusively under visual flight rules (VFR);

2. flights performed by aircraft of which the Maximum Take-Off Weight Authorised is less than two (2) metric tons.

2.4. Consultation with users

Effective and transparent consultation with users in respect of the terminal charge shall be the sole responsibility of LGS. EUROCONTROL may be invited to attend with observer status any user consultation meetings organised by LGS.

3. FLIGHT DATA COLLECTION, TRANSMISSION AND PROCESSING

3.1. Information to be provided to EUROCONTROL

LGS shall provide information to EUROCONTROL on all matters which necessitate modifications of flight messages or the user data files, for instance the national aircraft register.
3.2. Correction procedure

Any request which relates specifically to terminal charges shall be transmitted in conformity with EUROCONTROL procedures.

4. BILLING, CLAIMS AND INFORMATION TO USERS

4.1. General

The documents to be dispatched to users are as follows:

a) bill for terminal charge
b) pro forma (statement of flights)
c) statement of account
d) credit note
e) bill for interest on late payment
f) credit note for interest on late payment
g) VAT annex to bill (if applicable)
h) VAT annex to credit note (if applicable)

These documents shall bear the letterhead of LGS. The bill and pro forma statement shall show that the terminal charge being levied is payable to EUROCONTROL.

EUROCONTROL’s bank account into which the terminal charge shall be payable, as well as the bank’s address, shall be shown on the bill and the statement of account.

4.2. Billing cycle

Billing periods shall be the same as within the EUROCONTROL Route Charges System.

4.3. User claims

User claims shall be processed in accordance with the EUROCONTROL procedures.

4.4. Value Added Tax (VAT)

Terminal charges may be subject to value added tax. EUROCONTROL may, in that case, collect the said tax under the conditions and in accordance with the rules agreed with LGS.

Value added tax shall be billed, handled and accounted for in accordance with laws and regulations in force in Latvia, as notified by LGS.
4.5. Information to users

EUROCONTROL shall keep the users informed by means of information circulars where necessary.

EUROCONTROL shall provide to the users upon request information in respect of the terminal charge.

5. ENFORCED RECOVERY OF CHARGES

5.1 Measures for the enforced recovery of terminal charges shall be the sole responsibility of LGS.

5.2 EUROCONTROL shall provide LGS with the necessary information to enable LGS to take enforced recovery action.

5.3 LGS shall inform EUROCONTROL on irrecoverable debts to be written off each year.

6. FUND MANAGEMENT

6.1. Terminal charges collected on behalf of LGS shall be disbursed under the same conditions as for the route charges collected.

6.2. The funds shall be invested by EUROCONTROL to the benefit of LGS for the duration between their actual collection and disbursement to LGS. The interest earned by LGS shall be disbursed to LGS together with terminal charges collected.

6.3. Exceptional payments to third parties out of the terminal charges collected on behalf of LGS may be arranged on the specific written instructions to EUROCONTROL.

7. ACCOUNTING

The financial year shall begin on 1 January.

8. PROTECTION OF DATA

All data related to the terminal charge shall be protected by EUROCONTROL according to the principles applied in the EUROCONTROL Route Charges System.
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OPERATING SPECIFICATIONS

APPENDIX (1) : Terminal Charging Zone

RIGA
ANNEX I

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OPERATING SPECIFICATIONS

APPENDIX (2) : Conditions of Payment of Terminal Charges

Clause 1

1. The amounts billed shall be payable in national currency into the EUROCONTROL Central Route Charges Office’s bank account shown on the bill.

2. The amount of the charge is due on the date of performance of the flight. The latest value date by which payment must be received by EUROCONTROL shall be shown on the bill.

3. The time granted to users for payment of the terminal charge, i.e. the interval between the bill date and the date for payment shown on the bill, shall be identical to the time granted to users for payment of the EUROCONTROL route charges.

Clause 2

Payment shall be deemed to have been received by EUROCONTROL on the value date on which the amount was credited into the banking establishment designated by EUROCONTROL, referred to in Clause 1 paragraph 1. The value date shall be the date on which EUROCONTROL can use the funds.

Clause 3

1. Payments shall be accompanied by a statement giving the references, dates and amounts in respect of bills paid and of any credit notes deducted.

2. Where a payment is not accompanied by the details specified in paragraph 1 above so as to allow its application to a specific bill or bills, EUROCONTROL shall apply the payment:
- first to interest, and then
- to the oldest bills unpaid.

Clause 4

1. Claims against bills must be submitted to EUROCONTROL in writing or by an electronic medium previously approved by EUROCONTROL. The latest date by which claims must be received by EUROCONTROL shall be shown on the bill and shall be the same as for the EUROCONTROL route charges.

2. The date of submission of claims shall be the date on which the claims are received by EUROCONTROL.

3. Claims must be detailed and should be accompanied by any relevant supporting evidence.

4. Submission of a claim by a user shall not entitle him to make any deduction from the relevant bill unless so authorised by EUROCONTROL.

5. Where EUROCONTROL and a user are mutually debtor and creditor no compensation payments shall be effected without EUROCONTROL’s prior agreement.

Clause 5

1. Any charge which has not been paid by the latest date for payment shall be increased by the addition thereto of interest. The interest, entitled Interest on late payment, shall be simple interest, calculated from day to day on the unpaid overdue amount.

2. The interest shall be calculated and billed in national currency. The interest rate shall be published by LGS.

Clause 6

Where a debtor has not paid the amount due, measures may be taken by LGS to enforce recovery.
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RELATING TO TERMINAL CHARGES

OPERATING SPECIFICATIONS

APPENDIX (3) : Specifications of documents

1. BILL
   a) Identification of the type of charges
   b) Date of issue
   c) Flight period
   d) Bill reference
   e) User code/User name
   f) User billing address
   g) To be paid before (date)
   h) Amount to be paid
   i) Method of payment (bank details)
   j) Claims to be submitted before (date)
   k) Change of company title or address
   l) Failure to pay
   m) Interest on late payment

2. PRO FORMA STATEMENT (STATEMENT OF FLIGHTS)
   a) Identification of the type of charges
   b) Date of issue
   c) Flight period
   d) Bill reference
   e) Page number
   f) User code/User name
   g) User billing address
   h) Day of flight
   i) Line (item) number
   j) Flight number or aircraft registration
   k) Flight details:
      - time of departure
      - airport of departure
      - airport of arrival
- aircraft type
  l) Code of exemption
m) Deducted
n) Charge
o) Cumulative total

3. **STATEMENT OF ACCOUNT**

a) Identification of the type of charges
b) Date of issue
c) Reference of statement
d) Page number
e) User code/User name
f) User billing address
g) Value date of item
h) Item code
i) Item reference
j) Amount debit
k) Amount credit
l) Balance of each billing
m) Overall balance
n) CRCO bank details (for payments)

4. **CREDIT NOTE**

a) Identification of the type of charges
b) Date of issue
c) Note number
d) Credit note reference
e) Page number
f) User code/User name
g) User billing address
h) P.F. Line number
i) Date of flight
j) Flight number or aircraft registration
k) Flight details:
   • time of departure
   • airport of departure
   • airport of arrival
   • aircraft type
l) Code of exemption
m) Rebilling (Indicator for the rebilling of a flight)
n) Charge amount (credited)
o) Cumulative totals of charged amounts (credited)
5. **BILL FOR INTEREST ON LATE PAYMENT**

a) Identification of the type of charges  
b) Date of issue  
c) Page number  
d) Interest bill reference  
e) User name  
f) User billing address  
g) State of service provider  
h) Interest due  
i) Interest already billed  
j) Interest amount to be paid  
k) Bill reference of unpaid bill  
l) From date  
m) To date  
n) Overdue amount  
o) Interest rate  
p) Number of days  
q) Interest amount  
r) Total interest amount  
s) CRCO bank details (for payments)

6. **CREDIT NOTE FOR INTEREST ON LATE PAYMENT**

a) Identification of the type of charges  
b) Date of issue  
c) Page number  
d) Interest credit note reference  
e) User name  
f) User billing address  
g) State of service provider  
h) Interest due  
i) Interest already billed  
j) Interest amount credited  
k) Bill reference of unpaid bill  
l) From date  
m) To date  
n) Overdue amount  
o) Interest rate  
p) Number of days  
q) Interest amount  
r) Total interest amount  
s) CRCO bank details
7. (VAT) ANNEX TO BILL

a) Identification of the type of charges
b) Document identification ("ANNEX TO BILL")
c) Date of issue
d) Flight period
e) Document reference
f) User code/User name
g) User billing address
h) User VAT number
i) Identification of the service provider on behalf of which the VAT invoice is issued
j) Service provider VAT number
k) Amount liable to VAT
l) VAT rate %
m) VAT amount
n) Total inclusive of VAT

8. (VAT) ANNEX TO CREDIT NOTE

a) Identification of the type of charges
b) Document identification ("ANNEX TO CREDIT NOTE")
c) Date of issue
d) Flight period
e) Document reference
f) User code/User name
g) User billing address
h) User VAT number
i) Identification of the service provider on behalf of which the VAT invoice is issued
j) Service provider VAT number
k) Amount liable to VAT
l) VAT rate %
m) VAT amount
n) Total inclusive of VAT
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RELATING TO TERMINAL CHARGES

OPERATING SPECIFICATIONS

APPENDIX (4) : Reports to be dispatched to LGS

These are reports to be sent to LGS by EUROCONTROL in addition to the documents sent in accordance with standard procedures (e.g. for the purposes of claims processing) and in addition to the annual accounts.

1. Billing

Report containing, in respect of the corresponding period of flight, the following information, in respect of terminal charges:
   - total number of flights (chargeable, exempted, total);
   - total number of service units (chargeable, exempted, total);
   - accrued income in national currency.

2. Recovery

Report containing the information in respect of amounts due by flight periods and by user (monthly).

3. Accounting

- Situation of terminal charges billed
- Situation of terminal charges received
- Situation of terminal charges disbursed
- Balance - amount still outstanding
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SAFETY OF AIR NAVIGATION (EUROCONTROL)
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Estimate of collection costs (in EUR)

2011 cost estimate (in EUR)

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<table>
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<th>Operating Expenditure</th>
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<td>Supplies - Accommodation</td>
<td>3 000</td>
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<td>Communications</td>
<td>3 000</td>
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<tr>
<td>Other expenditure</td>
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</tr>
<tr>
<td>Total 2</td>
<td>6 000</td>
</tr>
</tbody>
</table>

Total (1 year) 28 000

Total (01/04/11 – 31/12/11) 21 000