

# **Air bp's Aviation Fuel Carbon Offset Programme - Portugal**

## **Terms and Conditions**

These Terms & Conditions set out the contractual terms of Air bp's aviation fuel carbon offset fuel programme at designated participating airports in Portugal (hereinafter "**Airport Carbon Offsetting Programme - Portugal**"), which shall be applicable to customers purchasing aviation fuel from BP Portugal SA, Comércio de Combustíveis e Lubrificantes SA ("**BP**") at BP designated participating airports in Portugal. If there is any conflict between these Terms and Conditions and any statutory provisions then to the extent legally permissible these Terms and Conditions shall prevail over the statutory provisions applicable to the sale of the Aviation Fuel.

These terms and conditions shall apply to the Airport Carbon Offsetting Programme – Portugal related to the purchase of Aviation Fuel and all other applicable terms and conditions with respect to the supply and purchase of the Aviation Fuel shall continue to apply and not be affected.

## **Definitions**

### **1.Customer**

The person purchasing the Aviation Fuel.

### **2. Carbon Credit**

Certified reductions or removals of greenhouse gas emissions usually denominated in tonnes CO<sub>2</sub>e.

BP purchases and retires the relevant carbon offset credit with respect to the Aviation Fuel sold by BP to the Customer, which on retirement is then surrendered by BP to an audited registry. BP then delivers Aviation Fuel to the Customer which has a carbon offset credit already retired by BP.

For the avoidance of doubt, the carbon offset credit is not issued to the Customer to be retired by the Customer as it is prior retired by BP with respect to the Aviation Fuel delivered to the Customer.

### **3. Aviation Fuel**

Jet A-1

Avgas 100LL

### **4. Affiliate/Group Company**

means, in relation to BP, any company or legal entity that controls, or is controlled by, or which is controlled by an entity which controls BP, where control means the ownership of or the power to exercise, directly or indirectly, more than fifty per cent (50%) of the voting rights in a company or other legal entity, the right to appoint the majority of the board of directors (or equivalent body) of a company or legal entity or the power generally to compel the decisions of a company or legal entity whether by contract or otherwise, and whether directly or indirectly.

## **5. Airport Carbon Offset Programme - Portugal**

Air bp's Airport Carbon Offset Programme – Portugal means that BP or any other Affiliate/Group Company will purchase and retire sufficient quantity of carbon credits to offset BP's quantification of the carbon emissions associated with the production, refining, distribution and combustion of the Aviation Fuels purchased by the Customer at BP designated participating airports in Portugal.

The Airport Carbon Offsetting Programme – Portugal relates to the Aviation Fuel only and not to any other aspects of aviation e.g. carbon emissions associated with production of the aeroplane or other aviation transport vehicle itself or other products used by or in such aeroplane or other aviation transport vehicle or any other aspects of aviation that might have an impact on emissions or climate.

The participation in the Airport Carbon Offsetting Programme – Portugal is personal to the Customer, in its capacity as the end-user of the Fuel, and is not transferable.

## **6. Methodology for quantifying emissions for the Airport Carbon Offsetting Programme – Portugal**

Carbon emissions are quantified using DEFRA emission factors for the Aviation Fuel on a 'wells to wake' basis (which covers the production, refining, distribution and combustion of the fuels). The calculation multiplies the emission factor by the total gallons for a total CO<sub>2</sub>e emissions figure.

## **7. Charging structure**

The Aviation Fuel price offered by BP includes access to the Airport Carbon Offsetting Programme – Portugal pursuant to these Terms and Conditions.

## **8. Offsetting approach**

Retirement of carbon credits based on the quantification of emissions associated with volume of Aviation Fuel, based on the methodology above.

## **9. Scope**

The offer is available to all customers buying Aviation Fuel at participating airports in Portugal as designated by BP.

## **10. Duration of Offer**

The Airport Carbon Offsetting Programme – Portugal will be available at Cascais Airport, Portugal from 1st September 2020 and at any other airports in Portugal as may be subsequently designated by BP. BP reserves the right in its absolute discretion and without any liability whatsoever howsoever arising to withdraw the programme from an airport or airports by giving 30 days' notice and may stop the retirement of offsets for Aviation Fuel after that period.

## **11. Changes to Terms & Conditions**

The changes to the terms and conditions of the programme will be communicated through the website: [airbp.com/carbonoffsetprogramme](http://airbp.com/carbonoffsetprogramme)

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