TERMS AND CONDITIONS
AFS Data Service

1 SERVICE PARTICULARS

Service Required:	AFTN / AMHS
Permitted Purpose:	The Data provided under these terms and conditions shall only be used by the Customer for the following purposes: - the provision and exchange of data (e.g. Flight Plans, NOTAMs, Met Data) in support of flight operations. In the event that use of the Data is required beyond the Permitted Purpose, then the Customer must obtain NATS written consent prior to using the Data for such purpose. Such consent is at NATS' entire discretion.

2 DEFINITIONS

2.1 In these AFS terms and conditions, unless the context otherwise requires, the following definitions will apply:

Access Connection	means the data circuit and communications devices provided by the Customer to connect the Customer's equipment to the AFS and enable the Customer to use the Services;
AFS	Aeronautical Fixed Service - a global telecommunication service between specified fixed points provided primarily for the regular, efficient and economical exchange of data for the operation of air services;
AFS Services	means those Services as set out in these terms and conditions;
AFTN	means the Aeronautical Fixed Telecommunications Network;
AMHS	means Aeronautical Message Handling Service;
Data	means the AFS messages as detailed in Annex 1 to these terms and conditions;
Network	means all the operational data network systems and services used by NATS in relation to the provision of the AFTN, AMHS and the OPMET Services described in these terms and conditions;

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OPMET	means the Operational Meteorological Service;
Services	means (a) the connection of the Customer's equipment to the Network and/or (b) the provision of an AFS Data Service;
Service Delivery Point (AFTN, OPMET)	means the interface between the Network and the Access Connection;
Service Delivery Point (AMHS)	means the interface between the equipment and the customer's connection to the equipment;
WAN	means a wide area network.

2.2 The definitions above apply to these terms and conditions only; any other relevant defined term shall be defined in the NERL Data Services Contract (NRLC001) terms and conditions. However, terms defined in these terms and conditions shall take precedence over those defined in NRLC001.

3 THE PROVISION OF THE SERVICES

3.1 In consideration of the Customer being bound by the terms and conditions of the Contract, NATS shall (where necessary to enable the Customer to access the AFS) arrange for the connection of the Customer's equipment to the Network and provide the Services for the Customer to use in accordance with the Permitted Purpose.

3.2 The Customer's right to connect his equipment to the Network is contingent on the Customer's use of a WAN and conformance testing of the Customer's computer equipment to the satisfaction of NATS, where appropriate.

4 PERFORMANCE

4.1 NATS will use reasonable commercial endeavours to make the AFTN, AMHS and OPMET Services available to the Customer 365 days a year, 24 hours a day except where a connection to the Network is established and:

4.1.1 there is a failure of any node within the Network. NATS' Network design aim is to limit the number of failures exceeding 30 minutes duration to no more than four (4) failures in any 12 month period, or;

4.1.2 there is a failure in the connection between the Customer's terminal devices and the Service Delivery Point and this is reported and progressed by the Customer following liaison with NATS, or;

4.1.3 there is a planned interruption of the Services.

4.2 While NATS will exercise reasonable commercial endeavours to diagnose and advise the Customer of the reason for any fault or failure within 15 minutes of notification to NATS of the

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same, the responsibility for, and cost of, remedial work shall rest with the Customer except insofar as the fault lies within the Network itself or at the point of connection between the Network and a WAN. Except where otherwise requested by the Customer, NATS will exercise reasonable commercial endeavours to detect any faults and failures with the Services by means of network management systems.

4.3 During periods of failure, or planned interruptions to the Services or Customers' systems, NATS will normally hold the Data for at least 4 hours unless the Customer has any special requirements which are recorded in Annex 1 to these terms and conditions.

5 FACILITY INTERRUPTIONS

5.1 NATS shall use reasonable endeavours to notify the Customer of any planned facility interruptions ("FIs") and reduced redundancy of the customer's access to the AFS at least 10 days in advance. NATS shall also use reasonable endeavours to notify the Customer 1 hour before commencement of the work.

6 CUSTOMER'S OBLIGATIONS

6.1 For the avoidance of doubt, NATS shall have no responsibility for the Customer's data circuits and equipment located beyond NATS Service Delivery Point.

6.2 The Customer shall be responsible for providing all necessary equipment to generate or receive the Data via the Service Delivery Point.

6.3 Unless otherwise agreed in writing with NATS, any connection to the Network shall only be used by the Customer for the receipt of the Services.

6.4 The Customer shall take all measures necessary to ensure that the Customer's equipment and the connection to the Network are not misused, whether by it, its employees or by any third party, so as to corrupt, interfere with or damage the Network, or to interfere with NATS' use of the Network.

6.5 The Customer shall provide such co-operation, assistance, equipment and facilities as are specified in the Contract, or as NATS reasonably requires, for the provision of the Services and/or any conformance testing to be conducted in accordance with the appropriate Clauses in the main body of the Contract.

6.6 To enable NATS to perform the Services, the Customer shall supply promptly all information and access to all relevant documentation in its possession, custody or under its control and to Personnel under its control where required by NATS.

6.7 The Customer shall permit NATS to enter onto the Customer's premises on reasonable notice to inspect the Customer's equipment and arrangements for complying with the terms of the Contract, and the Customer shall provide NATS with all reasonable access, co-operation and assistance in this respect.

6.8 For AFTN services it is the Customer's responsibility to comply with the requirements of AFTN found in ICAO Annex 10 Volume II Chapter 4 and NATS' interpretation of this document as set

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out in the latest issue of the following documents E15557/IDD/02, E15557/IDD/03 and E15557/IDD/04 which are available upon request.

6.9 It is the Customer's responsibility to comply with the requirements of AMHS defined in the Euro Control Community Specification for AMHS and ICAO Document 9880 and NATS' interpretation of this document as set out in the latest issue of the following documents E15557/IDD/13 and E15557/IDD/14 which are available upon request.

7 RESPONSIBILITY

7.1 NATS shall be responsible for the provision and maintenance of the Network and the Services provided across it via a WAN up to the Service Delivery Point. The Customer shall be responsible for providing and maintaining its own Access Connection.

7.2 Each Party shall bear their own costs in respect of their obligations and responsibilities under Paragraph 7.1, inclusive of installation, rental and services charges and shall be individually responsible for making timely payments with respect to its own share of the costs.

7.3 Save as expressly set out in the Contract, neither Party shall have any liability to the other for any delay or failure (howsoever arising) to make any payments referred to in this Paragraph 7.

7.4 Paragraphs 7.1 to 7.3 shall survive the expiry or earlier termination of the Contract.

8 COSTS

8.1 No charge will be made for the Services contingent on the AFS being a Specified Service in the NATS En-Route plc Licence.

8.2 Where it is necessary for NATS to arrange for a new connection of the Customer's equipment to the Network (via a WAN) including any new equipment or Type Approval testing, the Customer shall pay NATS for the costs associated in doing so (plus VAT) in accordance with the payment terms set out in the main body of the Contract.

9 NATS CONTACT DETAILS

AMMS Duty Operations Manager (for fault reporting and outage co-ordination):

Tel: 01489 612518

AMMS Support Team (for special requirements and change requests):

Tel: 01489 887155

Email: DataServicesSupport@nats.co.uk

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ANNEX 1
AFS DATA SERVICE – SPECIFIC CUSTOMER DETAILS

1 INTRODUCTION

1.1 The Customer's AFS messaging services described in this document are connected to the Network. The addresses for the Network are:

1.1.1 For AFTN:

EGGGYFAD = AFTN System Supervisor

EGGGYFAC = AFTN Automatic Service

1.1.2 For AMHS:

/C=XX/A=ICAO/P=EG/O=AFTN/OU=EGGGYFAA/= AMHS System Supervisor

2 NOTIFICATION AND IMPACT OF OUTAGES

2.1 The Customer will be informed by AFTN/AMHS message giving full details on the expected duration of any outage and will also be informed by AFTN/AMHS message once NATS services have been fully restored.

This may include but is not limited to:

- Impact on Services due to System Failure of NATS Aeronautical Messaging System - UK or Planned Outage;
- The failure of NATS AMS-UK system will result in a total loss of AFS services to connections listed in this Annex;
- Impact on Services due to System Failure of NATS OPMET System or Planned Outage;
- Meteorological information normally transmitted via AFTN/AMHS and OPMET to the Customer will be unavailable.

3 SERVICE CONNECTION DETAILS

3.1 Type of Connection: AMHS

3.2 End System: As stated in the relevant NERL Data Services Order Form.

3.3 Logical Addresses: As stated in the relevant NERL Data Services Order Form.

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