# TERMS AND CONDITIONS
# DIRECT ACCESS ("DA") VOICE SERVICE

## 1 SERVICE PARTICULARS

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| **Service Required:** | DA Voice Service |
| **Permitted Purpose:** | The service provided under these terms and conditions shall only be used by the Customer for the following purposes:<br><br>- Air traffic management voice communications purposes between the specified sites.<br><br>In the event that use of the service is required beyond the Permitted Purpose, then the Customer must obtain NATS written consent prior to using the service for such purpose. Such consent is at NATS' entire discretion. |

## 2 DEFINITIONS

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

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|---|---|
| **Access Connection** | means the circuit/CPE provided by NATS; |
| **ATS** | means air traffic services; |
| **CPE** | means Customer Premises Equipment; |
| **Network** | means all the operational voice network systems and services used by NATS in relation to the provision of the DA Voice Service described in these terms and conditions; |
| **PTO** | means Public Telecommunications Operator; |
| **Services** | means (a) the connection of the Customer's equipment to the Network and/or (b) the provision of a DA Voice Service; |
| **Service Delivery Point** | means the interface between the Customer's own Equipment and the Access Connection; |
| **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,


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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 agrees to give the Customer access to the Network and provide the Services to the Customer for the Permitted Purpose.

3.2 The Customer's right to connect his equipment to the DA Voice Service is contingent on the conformance testing of the Customer's equipment to the satisfaction of NATS, where appropriate.

## 4 PERFORMANCE

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

4.1.1 there is a failure of any node within the Network, or;

4.1.2 there is a failure in the connection between the Customer's equipment 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 4 hours of notification to NATS of the 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 Service by means of network management systems.

## 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 DA Services 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 Connection shall be made between the Customer's equipment and a WAN. This will be carried out by the Customer as per the transition plan agreed with NATS.

6.2 The Customer shall be responsible for providing all necessary equipment (for example, voice communications systems) to transmit or receive voice messages over the Network.



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6.3 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.

6.4 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.

6.5 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.

## 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 as defined in NRLCSS004 – Network Services Terms & Conditions.

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 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

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