TERMS AND CONDITIONS
CODE CALLSIGN DISTRIBUTION SYSTEM ("CCDS") DATA

1 SERVICE PARTICULARS

Service Required:	CCDS Data
Permitted Purpose:	The Data provided under these terms and conditions shall only be used by the customer for the following purposes: - Situational Awareness; - Noise Tracking; - Recording. 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 CCDS Data terms and conditions, unless the context otherwise requires, the following definitions will apply:

CAA	means the Civil Aviation Authority;
CCDS	means Code Callsign Distribution System;
CCDS Data	means CCDS data in the format as detailed by NATS in the NATS Interface Design Document E15082/IDD/04;
CCDS Service	means the supply of CCDS Data provided from a single connection to NATS' CCDS database at Swanwick or from such other premises as the database may be stored;
Customer's Premises	means the location or locations specified in the relevant Schedule or at the registered address of the Customer where no location is specified;
Equipment	means the equipment for installation at the Customer's premises specified in Paragraph 4 and any replacement or replacement part thereof provided under the Maintenance Service;

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Maintenance Services	means the maintenance services in respect of the CCDS Data and the Equipment and the Circuits as referred to in Paragraph 8;
Services	means the supply of the CCDS Service, the procurement, installation and commissioning of the Equipment hereunder, the procurement and installation of the Circuits hereunder and the Maintenance Services;
Service Delivery Point	means the interface between the Equipment and the Customer's connection to the Equipment;
Situational Awareness	means any service where the surveillance is not used for the separation of aircraft, but only for purposes of improving the operation's awareness of traffic that may be in or near their area of responsibility;
Technical Handover Date	means the date when NATS notifies the Customer that the CCDS Service is operational pursuant to Paragraph 5.

2.2 The definitions above apply to these terms and conditions only; any other relevant defined term shall be as 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 Subject to the terms and conditions of the Contract, NATS hereby agrees to provide the Customer with the CCDS Service (via NATS' premises to the equipment at the Customer's Premises), and the Maintenance Services, in each case from the Technical Handover Date for the duration of service as set out in the Service Particulars to these terms and conditions, for the Permitted Purpose.

4 INSTALLATION OF THE EQUIPMENT

4.1 If NATS decides to provide, install or commission any new equipment, then it shall do so at its own cost, unless the equipment has been specifically requested by the Customer in which case it shall be paid for by the Customer.

5 NOTIFICATION OF TECHNICAL HANDOVER DATE

5.1 NATS shall notify in advance the Customer of the Technical Handover Date and shall make all reasonable commercial endeavours to adhere to the Technical Handover date advised to the Customer.

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6 CHANGE OF USE OF CCDS DATA

6.1 The Customer undertakes to notify NATS of any proposed change in the use of the Services, which change shall take effect only if agreed in writing by NATS and any such change in turn shall be subject to approval by the CAA (where legally required).

7 CHANGE IN SIGNAL FORMAT, CIRCUITS OR EQUIPMENT

7.1 NATS may, on the expiration of three months' notice in writing to the Customer, transmit the CCDS Data in such other signal format than that detailed in definitions above as may be specified in the notice, and/or install or use modified Circuits and/or Equipment, and the Customer may:

7.1.1 terminate the Contract upon the expiry of such notice, or;

7.1.2 terminate the Contract at any time within the period of three months following the commencement of transmission of the CCDS Data in the revised signal format;

7.1.3 in each case exercisable only provided not less than one month's notice in writing is given to NATS.

7.2 In the event of NATS giving notice under Paragraph 7.1 of an alteration in signal format which NATS considers necessitates modification to or replacement of the Circuit or of any or all of the Equipment NATS shall give written details of any such necessary modifications or replacements and any impact on the Charges within 30 days' of service of the notice.

7.3 If the Customer fails to exercise its option under Paragraph 7.1 to terminate the Contract or notifies NATS in writing that it no longer wishes to receive the transmission in the revised signal format then NATS shall be entitled to and shall carry out the modification and/or replacements as quickly as possible and prior to the commencement of transmission in the revised signal format.

7.4 Unless a notice to terminate has been served by the Customer under Paragraph 7.1.1 NATS shall arrange such modification, provision, installation and commissioning of the replacement Circuits and/or Equipment as is specified in the notice referred to in Paragraph 7.1, the costs of which shall be paid by NATS.

7.5 The Customer will pay the Charges notified in Paragraph 7.2. Any other costs incurred by the Customer in facilitating a modification or replacement or change of signal format shall be borne by the Customer.

8 THE MAINTENANCE SERVICES

8.1 NATS will use reasonable commercial endeavours to provide a monitoring and telephone support service to the CCDS Service on a 24 hours per day, seven days per week, basis. NATS will further use reasonable commercial endeavours to provide a maintenance service for the repair of the Equipment on a unit exchange basis between the hours of 9 am and 5 pm on any working day. NATS gives no undertaking to provide the said Maintenance Services outside these hours but may, in its absolute discretion, do so if requested by the Customer in which

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event the terms and conditions of these CCDS Data Service Specific Terms and Conditions (NRLCSS006).

8.2 If applicable, in the case of failure of or other defect in the Circuits NATS shall, upon such failure or defect coming to its notice, refer the same to the third party responsible for such Circuits and shall use reasonable endeavours to procure restoration of the Circuits in accordance with the arrangements commonly existing between NATS and that third party.

8.3 In the case of any other defect or failure in the CCDS Service, NATS shall investigate and use reasonable commercial endeavours to fix such defects and failures promptly and efficiently at NATS' cost and so as to cause as little disruption and downtime to the CCDS Service as practicable.

8.4 For a planned break in service NATS shall give the Customer a minimum of 24 hours' notice where this is reasonably practicable and provide the Customer with an estimate of the extent of the planned break in service. In the case of an emergency, NATS shall endeavour to notify the Customer in advance with an estimate of the extent of the break in service.

8.5 NATS shall consider any deferral requested by the Customer of the planned break and shall use reasonable commercial endeavours to comply subject to reimbursement of NATS' reasonable costs and expenses incurred in deferring the planned break. NATS does not guarantee it will be able to comply with such deferral request. Where practicable, NATS will advise the Customer shortly before removal of the CCDS Service for the planned break.

8.6 The Maintenance Services will be carried out to the standards of maintenance commonly adopted by NATS.

9 SPECIFIC CUSTOMER OBLIGATIONS

9.1 The Customer shall immediately report all faults associated with the Services to NATS. NATS will investigate the reported fault and instigate any action required to rectify the fault.

9.2 The Customer shall provide NATS or NATS' agents with access to the Customer's Premises in order that NATS may install and maintain any new Equipment installed and remove it on expiry or termination of the Contract.

9.3 The Customer shall allocate sufficient space in a secure equipment room for the installation of any agreed Equipment at the Customer's Premises.

9.4 The Customer shall provide an appropriate local power supply source at the Customer's Premises for the purposes of powering the Equipment.

9.5 The Customer shall arrange and pay for the connection of the Customer's Radar Data Processing system, and any other systems, to the Equipment installed by NATS at the Customer's Premises.

9.6 The Customer shall arrange and pay for any building modifications necessary at the Customer's Premises necessary to accommodate the installation of any new Equipment.

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10 COSTS

10.1 The Customer shall reimburse NATS for all reasonable costs and expenses incurred by NATS in conducting an investigation of a fault reported by the Customer in accordance with the Maintenance Services provided that on conclusion of investigation by NATS it is concluded that such fault was caused by an act or omission of the Customer or a failure or defect in the Customer's equipment.

10.2 Upon termination of the Contract pursuant to its terms and conditions the charge for the period from the preceding payment date to the date of termination shall be the appropriate apportionment of the current annual charge, the apportionment being on a daily basis ending on the day on which the Contract is terminated and shall be payable on the date of termination.

11 NATS CONTACT DETAILS

Technical Services Manager

Tel: 01489 612605

Email: TSSMCCSwanwick@nats.co.uk

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