

AFPEX Service Summary

INTRODUCTION

The Assisted Flight Plan Exchange ("**AFPEX**") is an internet based aeronautical messaging system. It allows you to file Flight Plans and related messaging directly from an internet connected computer via the Aeronautical Fixed Telecommunication Network ("**AFTN**"). You can use AFPEX to send and receive Air Movement and Administration messages to AFTN connected stations worldwide.

USE OF THE ONLINE FLIGHT PLAN FILING SERVICE - BACKGROUND

- 1) NATS manages the UK gateway to the Aeronautical Fixed Service ("**AFPEX Service**"), which is a network for the distribution of aviation related information such as flight plan messages, flow management data, meteorological data, search and rescue co-ordination messages, aeronautical information service data and network management information.
- 2) In particular, the gateway provides essential connectivity to the AFTN for all aeronautical users within the UK, including all UK airports, businesses and general aviation users.
- 3) The online flight plan filing service is designed to facilitate members of the general aviation community being able to file flight plans and send/receive aviation related messages through a secure terminal hosted on the World Wide Web.
- 4) Users of the AFPEX Service, rather than NATS, remain responsible for the accuracy and authenticity of each aeronautical message and flight plan filed. NATS' role is to provide a conduit for the exchange of information over the AFTN.
- 5) Please note that:
 - a) In addition to flight plans, the online flight plan filing service will allow you to send other types of message relating to aviation matters.
 - b) The flight plans and messages submitted will need to comply with the requirements of Annex 10 of the Chicago Convention on International Civil Aviation in order to be processed. You will be notified if your message does not comply with those requirements.
 - c) If an emergency 'SS' message is not actioned within sixty seconds by the intended recipient, the CAA (or NATS acting on their behalf) can intervene and take whatever action they deem appropriate on behalf of the User.
 - d) To ensure security, passwords must be at least six characters long, must include both lower and upper case characters and should not include a word that is greater in length than three letters.

CHOICE OF SERVICE

- 6) We have three AFPEX Service offerings, each offering different degrees of functionality and levels of service:
 - a) an Individual Service; and
 - b) the AFPEX Lite Service; and
 - c) a Commercial Service.

AFPEX Service 1 - Individual Services

- 7) The Individual Service is provided free of charge to private pilots for private, individual, non-commercial use only.
- 8) Where usage of the Individual Service suggests use beyond that of an individual pilot, NATS has the sole right to suspend the use of the Individual Service and/or request the User to migrate to another service.

- 9) NATS shall continue to provide the Individual Service until it is terminated by NATS or the User. NATS and the User shall be entitled to terminate the Individual Service immediately at any time upon written notice to the other for any reason and without liability.

AFPEX Service 2 - AFPEX Lite Service

- 10) The AFPEX Lite Service is provided to certain aviation business customers including Air Traffic Control, Aerodrome Operators and Flying Clubs/Schools. The AFPEX Lite Service provides users with limited access to the AFTN, over and above simple flight plan messaging. The limit for AFTN messages is 200 per calendar month. If the number of messages is exceeded, NATS, after contacting you and discussing options, may terminate the AFPEX Lite Service.
- 11) The use of the AFPEX Lite Service is limited and benefits from the use of a single AFTN mailbox. Changes to the setup, including additional AFTN mailboxes are not available on this service.
- 12) The use of the AFPEX Lite Service is subject to the following charges:

Charge	Description	Payable
Annual Service Charge	Service year charge of £500 (Five hundred Pounds) excluding VAT per annum payable in advance for a period of 12 calendar months	On registration. Note paras 15 and 17 below.

- 13) If suspicious or excessive use is highlighted as a security threat or has impacts on service stability, NATS reserves the right to terminate a User session to allow investigation.
- 14) Minimum Term: The AFPEX Lite Service is provided on a subscription basis for periods of 12 months ("**Subscription Period**"), commencing from the date login details to use the AFPEX Lite Service are issued by NATS ("**Commencement Date**"), and thereafter on the anniversary of the Commencement Date ("**Renewal Date**"), unless terminated in accordance with paragraph 17) below.
- 15) The AFPEX Lite Service is a new service and NATS may review pricing at the end of the first Subscription Period. NATS will contact AFPEX Lite Administrators with revised pricing (if applicable) not less than two months prior to the end of a Subscription Period.
- 16) The Annual Service Charge for the first Subscription Period is payable on registration for the AFPEX Lite Service. For each subsequent Subscription Period, NATS shall send you an invoice for the Annual Service Charge. If you fail to pay the invoice provided by NATS within 30 days of the date of the invoice NATS shall have the right to disconnect and cease providing the AFPEX Lite Service without liability to you. In the event of disconnection due to your failure to pay an invoice, NATS shall effect disconnection and migration of the AFTN service to an alternative host.
- 17) Renewal Process: Your subscription to the AFPEX Lite Service will automatically renew on the Renewal Date unless you provide NATS with at least two months notice prior to the Renewal Date that you require NATS to disconnect and cease its provision of the AFPEX Lite Service.

AFPEX Service 3 - Commercial Services

- 18) The Commercial Service is provided to aviation business customers including Air Traffic Control, Aerodrome Operators, Airline Operators, Flying Clubs/Schools, Handling Agent and Government Agencies. The Commercial Service provides users with unlimited access to the AFTN, over and above simple flight plan messaging.

- 19) The use of the Commercial Service is unlimited and benefits from the use of a single AFTN mailbox and up to 3 (three) user logins. Changes to the setup, including additional AFTN mailboxes are made by request to cacc.opssupport@nats.co.uk.
- 20) The use of the Commercial Service is subject to the following charges:

Charge	Description	Payable
Annual Service Charge	Service year charge of £1995 (One thousand nine hundred and ninety five Pounds) excluding VAT per annum payable in advance for a period of 12 calendar months	On registration and annually thereafter
Additional option - Additional AFTN Mailbox and User login	£200 (Two hundred pounds) annually per additional AFTN Mailbox and User login – to enable login from additional geographic locations. Setup of additional logins on this AFTN mailbox is by request to cacc.opssupport@nats.co.uk	On confirmation of order by NATS

- 21) Whilst access to the Commercial Services and messaging is unlimited; if suspicious or excessive use is highlighted as a security threat or has impacts on service stability, NATS reserves the right to terminate a User session to allow investigation.
- 22) Minimum Term: The Commercial Service is provided on a subscription basis for periods of 12 months ("**Subscription Period**") commencing from the date login details to use the Commercial Service are issued by NATS ("**Commencement Date**"), and thereafter on the anniversary of the Commencement Date ("**Renewal Date**"), unless terminated in accordance with paragraph 24) below.
- 23) The Connection Charge and Annual Service Charge for the first Subscription Period are payable on registration for the Commercial Service. For each subsequent Subscription Period, NATS shall send you an invoice for the Annual Service Charge. If you fail to pay the invoice provided by NATS within 30 days of the date of the invoice NATS shall have the right to disconnect and cease providing the Commercial Service without liability to you. In the event of disconnection due to your failure to pay an invoice, NATS shall effect disconnection and migration of the AFTN service to an alternative host.
- 24) Renewal Process: Your subscription to the Commercial Service will automatically renew on the Renewal Date unless you provide NATS with at least two months notice prior to the Renewal Date that you require NATS to disconnect and cease its provision of the Commercial Service.
- 25) You acknowledge that each new connection and each re-connection to use the Commercial Service will be subject to a new registration where a Connection Charge will be payable.

USE OF YOUR ACCOUNT

Individual Service

- 26) Upon successful completion of your registration and NATS' validation processes, you will be provided with login details to use the Individual Service.
- 27) NATS security and validation processes can take up to 2 weeks to complete.
- 28) Your login details are personal to you, you should keep your password confidential and you must not share your login details with a third person.

- 29) You are responsible for the activity that happens on or through your account. If you learn of any unauthorised use of your account, please contact NATS immediately.

AFPEX Lite Service

- 30) Upon successful completion of your registration and NATS' validation process, the Administrator will be provided with login in details.
- 31) Initial provision of the AFPEX Lite Services should not take longer than 7 days. If you are migrating from another AFTN service, this may extend the process.
- 32) The Administrator may request NATS to change or disable the account.
- 33) You are responsible for ensuring that each User is using the Commercial Service and AFPEX Lite Services correctly, properly and in accordance to this Contract.
- 34) Login details are personal to each User, you should keep your password confidential and you must not share your login details with a third person.
- 35) Each User shall be responsible for the activity that happens on or through its account. If you or a User learns of any unauthorised use of an account, please contact NATS immediately.

Commercial Service

- 36) Upon successful completion of your registration and NATS' validation process, the Administrator will be provided with login in details for up to three (3) accounts.
- 37) Initial provision of the Commercial Service should not take longer than 7 days. If you are migrating from another AFTN service, this may extend the process.
- 38) Without prejudice to your right to cancel the Commercial Service within 14 days of completing your registration, NATS reserves the rights to withhold all or part of the Connection Charge paid for services carried out to validate and set up your use of the Commercial Service.
- 39) The Administrator may request NATS to change or disable the account.
- 40) You are responsible for ensuring that each User is using the Commercial Service correctly, properly and in accordance to this Contract.
- 41) Login details are personal to each User, you should keep your password confidential and you must not share your login details with a third person.
- 42) Each User shall be responsible for the activity that happens on or through its account. If you or a User learns of any unauthorised use of an account, please contact NATS immediately.

IN THE EVENT OF DISRUPTED SERVICES (AFPEX Commercial Service Only)

- 43) If, for any reason, the Service is temporarily unavailable via the internet, a fax based service will be made available to Users of the Commercial Service only for the period when the Service is unavailable. Details of the fax service are available by calling the AFPEX Helpdesk on +44 (0) 1489 612 792.
- 44) If the Service is available via the internet, but a particular Commercial Service User is unable to communicate with the Service via the internet, then messages from the Service to the User will be routed to both their electronic mailbox (AFPEX) and their fax machine. NATS will not be under any obligation to send repeat messages.

DEFINITIONS

- **Administrator** means the person named and designated as the Administrator through the registration process
- **Contract** means this AFPEX Service Summary and the Terms and Conditions provided on registration.
- **User** means each person to whom login details to an account is given