

General terms of air navigation services 2025

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# **DFFINITIONS**

Air carrier A company operating air services with a valid operator's certificate or equivalent document

Airport operating hours ATS unit operating hours published by Fintraffic Air Navigation Services for each airport.

ATC Air Traffic Control. The purpose of air traffic control service is to prevent collisions between aircraft and in the manoeuvring area between aircraft and obstructions, and to expedite and maintain an orderly flow of air traffic.

ATS Air Traffic Service. A generic term meaning variously, flight information service, alerting service, air traffic advisory service, air traffic control service (area control service, approach control service or aerodrome control service).

AFIS Aerodrome Flight Information Service. The purpose of AFIS is to provide information necessary for flight safety to aircraft operating at an uncontrolled aerodrome.

Certified noise levels Noise levels in accordance with the aircraft noise certificate, measured at sideline, take off and approach noise measurement points as determined in Annex 16 to the Chicago convention (ICAO Annex 16).

Commercial air service An air service performed by aircraft for the transport of passengers, cargo or mail for remuneration or hire.

Customer Air carrier or other aircraft operator.

Estimated off-block time (EOBT) The estimated time at which the aircraft will commence movement associated with departure.

GAT flights (General air traffic) All flights conducted in accordance with the rules and procedures of ICAO.

International air service An air service crossing a state border. An aircraft operated in international charter services shall be considered to be operating international air services also when flying collecting flights between domestic airports.

Landing An aircraft landing or touch-and-go landing (TGL)

Landing time The time recorded by air traffic control or flight information services or entered in the aircraft flight log, at which the aircraft lands on the runway.

Maximum certificated take-off weight (MTOW) The maximum allowed and registered take-off weight of the aircraft, which must be reported in a noise certificate. If the aircraft has a variable maximum take-off weight or several registered maximum take-off weights, only the highest registered MTOW will be considered.

Off-block time (OBT) The time at which the aircraft commences movement associated with departure.

Service provider Fintraffic Air Navigation Services Ltd

Take-off time The time recorded by air traffic control or flight information services or entered in the aircraft flight log, at which the aircraft takes off from the runway.

# 1 SFRVICE PROVIDER

Fintraffic Air Navigation Ltd (hereinafter Fintraffic ANS) is responsible for managing the use of Finnish airspace as well as flight route and air navigation services at 22 airports in Finland. We guarantee safe and as delay-free air traffic as possible in Finland. Our customers include commercial aviation, Finnish state and military aviation, general aviation and flight schools.

We maintain and develop a nationwide air navigation system in Finland. The core of our operations is uncompromising safety and customer-oriented thinking. In our operations, we strive for efficiency and thus cost savings in order to support our customers' operations. Our principle is to act in such a way that the burden on the environment is as low as possible.

We offer services at the following airports:

| Helsinki Airport | Kemi-Tornio         | Pori             |
|------------------|---------------------|------------------|
| Enontekiö        | Kittilä             | Rovaniemi        |
| Halli            | Kokkola-Pietarsaari | Savonlinna       |
| Ivalo            | Kuopio              | Tampere-Pirkkala |
| Joensuu          | Kuusamo             | Turku            |
| Jyväskylä        | Mariehamn           | Utti             |
| Kajaani          | Oulu                | Vaasa            |
| Lappeenranta     |                     |                  |

Fintraffic ANS provides air traffic services in the above mentioned airports in the form of air traffic control service (ATC) or aerodrome flight information service (AFIS). At Helsinki Airport any associated terminal navigation charge is handled jointly by Eurocontrol's Central Route Charges Office (CRCO) and Fintraffic ANS. At all other airports the charges shall be collected from the customer by the aerodrome operator.

Link for the Eurocontrol charging conditions: Conditions of application of the route charges system and conditions of payment | EUROCONTROL

#### 2 TERMS OF SERVICES: APPLICATION AND VALIDITY

The terms of services shall be interpreted in accordance with the Finnish legislation currently in force without reference to its choice of law rules.

These terms of services are applied to air navigation and airport services offered by the service provider (hereafter referred to as Fintraffic ANS) in Finnish airspace and at Finnish airports, unless otherwise agreed in writing between the customer and Fintraffic ANS.

The terms of services and amendments thereto are published on Fintraffic ANS's website www.fintraffic.fi/fi/ans

The charges listed in the terms of services shall enter into force as of 1.1.2025.

Fintraffic ANS reserves the right to amend these terms of services.

# 3 LEVEL OF SERVICES AND OPENING HOURS

Service levels for airports are published in the Aeronautical Information Publication (AIP Finland), www.ais.fi The level of services varies according to the airport. The airport operator determines the level of service in each individual airport.

Fintraffic ANS's capability to provide services to commercial civil aviation is restricted at Halli and Utti airports.

Fintraffic ANS reserves the right to change the level of services.

# 4 GENERAL TERMS OF SERVICES

More detailed information on and conditions for Fintraffic ANS's services can be found in the Aeronautical Information Publication (AIP Finland) www.ais.fi and on our internet site <a href="www.fintraffic.fi/en/air navigation">www.fintraffic.fi/en/air navigation</a>. The information and conditions published in the AIP and airport regulations form one entity with the terms of services contained in this document. Where the terms mentioned in this document are in conflict with the information and conditions contained in the AIP or with airport regulations, the terms of this document shall prevail.

# 4.1 Slot coordination at Helsinki Airport

Helsinki Airport is a coordinated airport under the terms of Council Regulation (EEC) No 95/93 (Slot Regulation) and subsequent amendments.

For take-off or landing, the customer shall have a slot allocated by the coordinator, except for flights by state aircraft, emergency landings and humanitarian flights. Further information on slot coordination can be found on the website www.airportcoordination.com.

The airport operator and/or Fintraffic ANS may reject a flight plan filed by the customer, if it intends to land on or depart from a coordinated airport without a slot allocated by the coordinator.

# 4.2 Slot coordination at other airports

Kittilä and Rovaniemi airports are subject to schedule guidance (IATA Level 2) in accordance with the slot regulation (EEC) No 95/93 and its subsequent amendments) during IATA winter traffic seasons. However, timetables must be provided from all airports through SLOT coordination. Further information on slot coordination can be found on the website www.airportcoordination.com.

The air carrier shall submit the schedules information in accordance to the airport operator's terms of service.

# 4.3 Licences and insurance required

The provision and use of Fintraffic ANS's air navigation services requires that the aircraft and its operator have all valid licences and approvals required by laws, regulations or aviation authorities for that type of flight operations. The aviation regulatory authority in Finland is the Finnish Transport and Communications Agency (Traficom), further information <a href="https://www.traficom.fi/en">www.traficom.fi/en</a>

# 4.4 Right to prevent aircraft departure for flight safety reasons

The airport manager, any person employed by the airport operator, or anyone having duties in air navigation services or in a maintenance organization or a ground handling organization have the right to prevent an aircraft from departing:

- 1) when there is reason to believe that the aircraft at the time of its departure is not airworthy or properly manned;
- 2) when there is reason to believe that the provisions of the Finnish Aviation Act or any regulations issued by virtue of it and governing the flight have otherwise not been complied with; or
- 3) when the use of the aircraft for aviation is otherwise prohibited based on the Finnish Aviation Act;

and it is obvious that the deficiencies referred to above may seriously endanger flight safety.

## 4.5 Information to be provided by the customer

The customer shall supply the information required in the AIP and in accordance to the airport operator's terms of services. This information will be used as a basis for charging and for the planning and development of operations.

Where aircraft maximum take-off weight has not been reported using noise certificate, the maximum certificated takeoff weight specific to each aircraft type will be used as a basis for invoicing.

#### 4.6 Environment

Fintraffic ANS offers air navigation services under the terms of environmental permits granted for the airports. Fintraffic ANS requires air carriers and other aircraft operators to comply with the orders and provisions issued by it so as to reduce the adverse impacts of airport operation and air navigation services on the environment. In addition, air carriers must actively seek to reduce environmental impacts in their own operations.

#### 4.6.1 Permitted aircraft noise emissions

The provision and use of airport and air navigation services requires that the aircraft meets at least the noise standards in accordance with Annex 16 to the Convention on International Civil Aviation (ICAO Annex 16), Volume I, Part II, Chapter 3. On an exceptional basis, however, services can be provided at airports other than Helsinki Airport also to those aircraft not meeting the standards, provided that the Finnish Transport and Communications Agency has granted an exemption for the flight.

# 4.6.2 Reducing noise and air emissions in flight operations

Aircraft noise and atmospheric emissions can be reduced e.g. by using continuous descent approach (CDA) procedures and by simultaneously optimising engine power, configuration and speed. Air carriers shall also familiarize themselves with the airport-specific provisions.

# 5 AIR NAVIGATION SERVICES AND CHARGES

Air navigation charges collected for aircraft operating in Finnish airspace are based on EC Regulations on the common charging scheme and performance for air navigation services and on the Conditions of Application of the Route Charges System and Conditions of Payment as published by Eurocontrol. The Finnish air navigation charge and Helsinki Airport terminal navigation charge are determined on the basis of Finland's approved performance plan.

The invoicing of the Finnish air navigation charge and Helsinki Airport terminal navigation charge are handled jointly by Eurocontrol's Central Route Charges Office (CRCO) and Fintraffic ANS.

The air navigation services consist of terminal navigation services and en-route services as specified below and any auxiliary services supplementing them.

The level of air navigation services provided by Fintraffic ANS and any changes thereto are published in the Aeronautical Information Publication (AIP Suomi-Finland) and other aeronautical information service (AIS) publications.

Fintraffic ANS switchboard service is nonfree:

Tel. +358 20 4284 000 (opening hours 8-16)

Phone costs: from landline phone 8.35 cents/call+16.69 cents/min, from mobile phone 8.35 cents+16.69 cents/min.

# 5.1 Terminal navigation service

Terminal navigation service covers the following services:

Terminal navigation service

| Service  | Description   | Airspace                   |
|--|---|----------------------------|
| Aerodrome Control Service                      | Air traffic control service for aerodrome traffic.  | Control Zone               |
| Approach Control Service <sup>1</sup>          | Air traffic control service for arriving and departing controlled flights.  | Terminal Control Area      |
| Aerodrome Flight<br>Information Service (AFIS) | Service with the purpose of providing information necessary for flight safety to aircraft operating at an uncontrolled aerodrome. | Flight<br>Information Zone |

A terminal navigation charge is collected for each approach of an aircraft to an airport during its hours of operation. The charge is based on the aircraft maximum take-off weight (MTOW) rounded up to the nearest 1000 kg. Aircraft MTOW must be reported to Fintraffic ANS within the time limit specified in these terms of service. If no report is submitted, invoicing will be based on the maximum take-off weight for the aircraft type in question.

Aeronautical meteorological services are provided by the Finnish Meteorological Institute. The costs arising from aeronautical meteorological services are charged from customers as a part of air navigation charges in accordance with the performance plan for Finland.

The charge is calculated according to the formula:

$$T = w \times p$$
,

where T is the charge in euros and w is the weight factor with an accuracy of two decimals. The weight factor w is calculated using the formula:

$$w = \left(\frac{MTOWton}{50}\right)^{0,7}$$

The category of an airport providing terminal navigation services and the unit price p are determined on the basis of service level as follows:

Airport category and the unit price

| Service level  | Airport<br>category | Unit price<br>p EUR | Airports   |
|--|---------------------|---------------------|--|
| Air traffic service is provided in the form of aerodrome and approach control services based on the use of ATS surveillance systems.   | ATS 1               | 246,10              | Helsinki Airport   |
| Air traffic service is provided depending on air traffic needs either in the form of:  1. combined aerodrome and approach control service; or  2. aerodrome control service, and approach control service based on an ATS surveillance system. | ATS 2               | 252,86              | Halli, Ivalo, Joensuu**, Jyväskylä, Kemi-Tornio*, Kittilä, Kokkola- Pietarsaari**, Kuopio, Kuusamo, Maarianhamina, Oulu, Pori, Rovaniemi, Tampere-Pirkkala, Turku, Vaasa  *Kemi-Tornio from January 1st 2025, until that ATS 3 **Joensuu ja Kokkola- Pietarsaari from April 17th 2025, until that ATS3 |
| Air traffic service is provided in the form of Aerodrome Flight information Service.   | ATS 3               | 221,69              | Utti   |
| Air traffic service is provided in the form of Aerodrome Flight Information Service.   | AFIS                | 138,56              | Kajaani,<br>Savonlinna and ATS 2/3-<br>airports, when served with<br>AFIS  |

Fintraffic ANS reserves the right to change the airport category during the charging period. Lappeenranta and Enontekiö Airport charges are decided and informed by Lappeenranta and Enontekiö airport.

Example 1: Landing at Helsinki Airport by an aircraft, with an MTOW of 16,100 kg. MTOWtons = 17 and p = 246.10 EUR

 $T = (17/50)^{0.7} \times 246.10 \text{ EUR} = 0.47 \times 246.10 \text{ EUR} = 115.67 \text{ EUR}$ 

Example 2: Two practice approaches to Helsinki Airport by Diamond 42, MTOW 1900kg. MTOWtons = 2 and p = 246.10 EUR  $T = (2/50)^{0.7} \times 246.10 \text{ EUR} = 0.11 \times 246.10 \text{ EUR} = 27.07 \text{ EUR} \times 2 = 54.14 \text{ EUR}$ 

At Helsinki Airport, invoicing is handled by CRCO together with Fintraffic ANS. At other airports, the airport operator will charge the airport's terminal navigation charges (TN charge).

# 5.1.1 Upgrade of service level from AFIS to ATC

At an airport with a mixed AFIS/ATC system, if the operator needs ATC service at a time specified as AFIS time, the operator must agree on the provision of ATC service with the airport sufficiently in advance.

# 5.2 Charges for en-route services

#### En-route services

| Service  | Description  | Airspace   |
|--|--|--|
| Area Control Service                                   | Air traffic control service provided<br>to controlled flights operated<br>under ICAO Rules of the Air (GAT<br>flights) in Control Areas.           | Controlled airspace, excluding certain control zones and terminal control areas where service is provided by the aerodrome control tower or approach control office in question. |
| Airspace<br>Management Service                         | Handling of airspace reservations. Reservations of airspace. Information service on airspace reservations.   | Controlled airspace Danger areas Restricted areas Temporary Segregated Areas Temporary Reserved Airspace   |
| Air Traffic Flow and<br>Capacity Management<br>Service | Optimisation of air traffic control capacity.  Management of air traffic flow with regard to the capacity available.  Air traffic flow regulations | Specifically defined controlled airspace.  |

A route charge is collected for each aircraft operated under instrument flight rules (IFR) in the flight information region of Finland, determined by the following formula:

charge = t x d x p,

where t is the unit rate of charge and d is the distance factor and p is the weight factor.

| Route charge unit rate (t) per service unit | EUR   |
|---|-------|
| National charge                             | 77.98 |
| Eurocontrol's administrative charge         | 0.11  |
| Route charge total                          | 78.09 |

The distance factor d is obtained by dividing by one hundred (100) the great circle distance (km) between:

- o the aerodrome of departure or the point of entry into the flight information region of Finland; and
- o the aerodrome of first destination in Finland or the point of exit from the flight information region of Finland.

The great circle distance is reduced by twenty kilometres (20 km) for each take-off from and landing in Finland.

The weight factor p is the square root of the quotient obtained by dividing by fifty (50) the number of metric tons in the maximum take-off weight of the aircraft as shown in the certificate of airworthiness, the flight manual or any other equivalent official document.

$$p = \sqrt{\frac{MTOWton}{50}}$$

Route charges are collected by Eurocontrol on behalf of Fintraffic ANS.

### 5.3 Services complementary to air navigation services

Fintraffic ANS provides airspace users with the following services complementary to terminal navigation services and en-route services, included in the terminal navigation charge and route charge:

- 1. alerting service
- 2. aviation search and rescue service
- 3. briefing service
- 4. aeronautical information service
- 5. flight information service
- 6. aeronautical meteorological service <sup>2</sup>
- 7. technical air navigation services, e.g. navigation systems

#### 5.4 Exemptions and reductions

# 5.4.1 Exemptions from Helsinki Airport TN charges

TN charges are not collected for:

- 1. search and rescue flights authorized by the appropriate competent body;
- 2. aircraft returning to the airport of departure for technical reasons or due to adverse weather conditions;

## 5.4.2 Derogation from Helsinki Airport TN charges invoicing policy

CRCO does not charge for the following flights, these flights are invoiced by Fintraffic ANS:

- 1. military flights performed by military aircraft of an Eurocontrol state, the USA or Ukraine;
- 2. flights performed by aircraft of which the maximum take-off weight authorized is less than two metric tons;
- 3. VFR flights

Changes to flight charge exemptions must be applied for with a separate application. The application must be sent to invoices@fintraffic.fi and it must indicate the planned operation of the aircraft at Helsinki Airport.

<sup>&</sup>lt;sup>2</sup> Aeronautical meteorological services are provided by the Finnish Meteorological Institute. The costs arising from aeronautical meteorological services are charged from customers as a part of air navigation charges in accordance with the performance plan for Finland.

#### 5.4.3 Exemptions from TN charges at other airports

Any exemptions from TN charges at other airports should be checked in the terms of service of each airport operator (Finavia, Enontekiö, Lappeenranta).

Finavia airports TN charges exemptions are executed with the same principles as exemptions from landing charges (Finavia general terms of airport services 7.9.1 Exemptions from landing charge).

# 5.4.4 Exemptions from route charges

- 1. flights performed by aircraft of which the maximum take-off weight authorized is less than two metric tons;
- 2. mixed VFR/IFR flights in the charging zones where they are performed exclusively under VFR and where a charge is not levied for VFR flights;
- 3. flights performed exclusively for the transport, on official mission, of the reigning Monarch and his immediate family, Heads of State, Heads of Government, and Government Ministers. In all cases, this exemption must be indicated by an appropriate status notification or remark on the flight plan;
- 4. search and rescue flights authorized by the appropriate competent body;
- 5. VFR flights

## 5.4.5 Invoicing of other route service charges

In accordance with the common charging scheme for air navigation services, Eurocontrol will not collect route charges for the following flights in the flight information region of Finland. These flights will be charged by Fintraffic ANS:

1. military flights performed by military aircraft of an Eurocontrol state, the USA or Ukraine;

#### 5.4.6 Extended operating hours

Extended operating hours shall always be specifically agreed with the airport. If airport operating hours are extended on request to provide air navigation, airport maintenance and rescue services for a landing or departing aircraft, a charge for the extended hours of operation is collected in accordance to the airport operator's terms of service.

# 5.4.7 Extra opening

Extra opening shall always be specifically agreed in accordance with the airport operator's terms of services. If the airport is opened on request to provide air navigation, airport maintenance and rescue services for a landing or departing aircraft, a charge for extra opening is collected in accordance to the airport operator's terms of service.

# 6 PAYMENT OF CHARGES AND VALUE ADDED TAX

The terms of payment for route charges are determined in the Eurocontrol publication "Conditions of Application of the Route Charges System and Conditions of Payment".

The aircraft owner, possessor and operator are jointly responsible for paying the costs of services provided to them by the airport operator or service provider for the time of their right of ownership, possession or use, and during the period for which they are listed in the aircraft register as owners, possessors or operators.

Fintraffic ANS may refuse to provide services, if service charges have not been paid.

#### 6.1 Methods of payment

The air carrier shall agree on the method of payment with Fintraffic ANS before the estimated off-block time by contacting <a href="mailto:invoices@fintraffic.fi">invoices@fintraffic.fi</a>. For Finavia contact payments@finavia.fi.

Unless otherwise agreed with Fintraffic ANS, the charges will fall due for payment immediately after the service has been provided, and shall be paid to Fintraffic ANS before the off-block time on an airport.

Mainly, Fintraffic ANS requires a bank guarantee of all air carriers who have not been Fintraffic ANS's invoice customers for the last 12 months or who have had any earlier disruptions of payment. The bank guarantee must be delivered to Fintraffic ANS before the operations are started. All possible inquiries must be sent to invoices@fintraffic.fi.

Instead of a bank guarantee, an advance payment can be agreed on a case-by-case basis. For advance payment, please contact invoices@fintraffic.fi

To ensure the payment of charges, Fintraffic ANS may also otherwise decide to require an advance payment or acceptable bank guarantee.

Once Fintraffic ANS has received the accepted guarantee, the air traffic charges can be collected retrospectively by invoice.

#### 6.1.1 Payment on invoice

Air traffic charges can be paid afterwards by invoice only if agreed in advance with Fintraffic ANS.

Invoices shall be delivered to the address provided by the air carrier or other aircraft operator prior to operation. Invoices must be paid no later than on the due date. If services or flights at the request of an air carrier or other aircraft operator are divided into two or more invoices (e.g. different address, different payer, etc.), an invoicing fee of EUR 150.00 will be charged from the party requesting the distribution. Information about sharing must be provided before operations.

Any remarks on invoices must be made within 60 days of the date of the invoice.

# 6.1.2 Bank guarantee

The bank guarantee must cover all TN charges for the series of flights. If the duration for the series of flights is more than three months, the guarantee must cover air traffic charges for at least three months. Moreover, the bank guarantee must be valid for at least three months after the series of flights ends. If the series of flights continues for an undetermined time, the bank guarantee covering the charges for three months must be valid for at least one year from the beginning of the flight series. Fintraffic ANS may, at its own discretion, also require that the guarantee must be valid for an undetermined time.

Fintraffic ANS's specific acceptance for the bank guarantee must always be obtained before the flight or series of flight begins. The bank guarantee must be an irrevocable, i.e. first demand guarantee<sup>3</sup>, and the issuing bank must have an Investment Grade credit rating (Moody's / S&P / Fitch rating) and an official correspondent bank located in Finland. Fintraffic ANS reserves the right to accept or reject the guarantee offered.

#### 6.1.3 Advance payment

The advance payment shall cover all TN charges for the series. If the duration of a series of flights exceeds three months, the advance payment shall cover three months' air fares. The advance payment is regarded as a security. The services provided are invoiced monthly in arrears. The advance payments will be credited to the customer after the series of flights has ended. Fintraffic ANS does not pay interest on the advance payment.

# 6.2 Interest on late payment

<sup>&</sup>lt;sup>3</sup> A guarantee that is to be paid immediately on demand, and the bank cannot refuse from paying after receiving a correctly formulated demand. When this kind of guarantee is used, the bank is obliged to pay the guaranteed amount at the request of the beneficiary, without determining whether the person/organisation guaranteed has committed a contractual breach or omission.

In case of delayed payment, a penalty interest is charged for the time of delay. The rate of interest is two percentage units higher than the current interest rate specified in the Finnish Interest Act.

#### 6.3 Value added tax

Value added tax will be added to the charges as specified in the Finnish Value Added Tax Act.

In accordance with the main rule in the Finnish Value Added Tax Act, air traffic charges and other payments for services supplied to aircraft are subject to tax.

The supply of services to satisfy the direct needs of an aircraft or of its cargo for an entrepreneur who operates for reward mainly on international routes is exempt from tax.

The air carrier bears the burden of proof for showing that the airline mainly operates commercial air services on international routes.

# 7 OTHER SERVICES AND PAYMENTS

Fintraffic ANS produces ATS service related services amongst other services. Fintraffic ANS reserves the right to amend these terms and payments of services.

#### 7.1 Laser operations and permits

Permits to set a laser operation and statements for action are produced based on customer requests. According to Section 159 of the Finnish Aviation Act (864/2014), the person setting up the operation must first inform the air traffic service provider which will evaluate the possible effect of the planned activity for air traffic. Fintraffic ANS will give the statement on customer request. The request should be sent to Fintraffic ANS 10 weeks before estimated activity (four (4) weeks if expedite process is requested). Specified information of the service and costs can be found on our web sites (only in Finnish) www.fintraffic.fi/fi/ans

# 7.2 Designating a temporary danger area for unmanned aviation

Designating a temporary danger area is produced based on customer requests. Based on Aviation Act Section 11, Airspace Management Cell (AMC) defines and designates danger areas for a maximum period of two weeks according to the Airspace Management Operations Manual point 3.10.2. Specified information of the service and costs can be found on our web sites (only in Finnish) www.fintraffic.fi/fi/ans

# 7.3 Other permits and evaluations for actions affecting air traffic safety

Evaluations and statements for action affecting air traffic safety are produced based on customer requests. According to Section 159 of the Finnish Aviation Act (864/2014), the person setting up the operation affecting air traffic safety (for example controlled explosion work near airport area) must first inform the air traffic service provider which will evaluate the possible effect of the planned activity for air traffic. Fintraffic ANS will give the statement on customer request. The request should be sent to Fintraffic ANS 4 weeks before estimated activity. Specified information of the service and costs can be found on our web sites (only in Finnish) <a href="https://www.fintraffic.fi/fi/ans">www.fintraffic.fi/fi/ans</a>

# 7.4 Cancelling Drone geofencing

Cancelling Drone geofencing is produced based on customer requests case by case. Air Navigation Service Provider (ANSP) can cancel geofencing only in the areas it is responsible for giving air traffic service (certificate to provide ANS services, chapter 1). The request should be sent <u>to</u> Fintraffic ANS 5 days before estimated activity. Specified information of the service and costs can be found on our web sites (only in Finnish) <u>www.fintraffic.fi/fi/ans</u>

# 7.5 Updates to Aeronautical Information Publication (AIP)

It is required to have a Service Contract and a Service Level Agreement on Data Origination with Fintraffic ANS in order to have any information to be published in the Aeronautical Information Publication.

Services outside Service Contract and e.g. new maps to be published are made on customer requests case by case. These services are invoiced based on Fintraffic ANS consultation pricing as stated in para 7.9.

# 7.6 Tree obstacle data processing for Aerodrome Obstacle Charts

Processing forest cover and tree obstacle data to input data for Aerodrome Obstacle Charts – ICAO Type A is produced based on customer requests. Trees and forest cover penetrating the take-off flight path area surface are processed to raster and vector datasets that can be used in Aerodrome Obstacle Chart production. The data and parameters used in the processing will be agreed with the customer. The customer shall validate and verify the result before it is submitted for chart production.

Pricing 150€/h

### 7.7 API for static aeronautical information

Static aeronautical data is available for informational use via OCG WFS API. The service includes information on airspaces, aerodromes, RNAV routes and waypoints. The data and the service do not conform to ICAO AIP Dataset or CP1 SWIM requirements and is not suitable for operational use. Fintraffic ANS is not responsible for any possible errors in the data.

It is possible to query data from different AIRAC dates. However, data verification of the next effective date is completed on the AIRAC publication date.

Usage of the service and data requires a contract and a fee may be charged. Authentication is required to use the API. The service does not include a support service. In case of any issues, we aim to respond during business hours. The client will be informed of any known service breaks.

More information on the API and data is available by customer request.

# 7.8 Flight Procedure Design (FPD)

According to 110 § of Aviation Act, a flight procedure design service provider certified under the implementing regulation concerning air traffic management, is responsible for flight procedures. The aerodrome operator is responsible for ensuring that the flight procedure used at the aerodrome is designed by a certified flight procedure design service provider. In addition, the aerodrome operator is responsible for the maintenance and regular review of flight procedures used at the aerodrome.

Fintraffic ANS provides flight procedure design and maintenance services as a case-by-case service, as separately agreed. The provision of the service is based on the flight procedure design service provider certificate in accordance with Regulation EU 2017/373. Provided flight procedure design service is agreed upon through an assignment agreement, the terms of which are agreed on a case-by-case basis. The price of the service is market-based and is determined based on the assignment made. Publication of a designed flight procedure in the aeronautical information system requires a valid service agreement for the maintenance of the flight procedure, the terms and price of which are agreed on a case-by-case basis.

### 7.9 Other requests, statements and services

Any other assignment, statement, result of an investigation based on customer requests is invoiced according to actual working hours. Fintraffic ANS can hand off only such information which is not prohibited by the law. Fintraffic ANS offers such work based on consultation pricing.

Fintraffic ANS offers also consultation according following pricing:

senior expert190€/hjunior expert150€/hother work140€/h

Specified information of the service and costs can be found on our web sites www.fintraffic.fi/fi/ans

# 8 FINTRAFFIC AIR NAVIGATION SERVICES LIABILITY

Fintraffic ANS is liable for any direct damage caused by the provision of the services listed in these terms and conditions, provided that the party seeking compensation shows that Fintraffic ANS has caused the damage in question wilfully or due to negligence.

Fintraffic ANS shall not be liable for any loss of business profit or other consequential or indirect damage. Furthermore, Fintraffic ANS shall not be liable for

- pure property damage
- loss of service life or usability of the damaged property and
- any damage caused by a claim for compensation for damage or other claim made by a third party

regardless of whether such damage is direct or indirect.

Fintraffic ANS shall not be liable for any damage which it would not, due to, e.g., weather conditions, actions of a third party or other similar reason, have been able to avoid even if it had observed the applicable regulations of the authorities and courses of action considered as normal care.

The claim for damages must be presented to Fintraffic ANS in writing within one (1) month from the time when the error forming the base for the claim was detected or it should have been detected. Any claims made later than that may be rejected.

The user of the service is liable for any consequences of the damage that it would have been able to avoid by maintaining an insurance coverage customary for its operations. If another party is liable for the same damage as Fintraffic ANS or if the injured party has the opportunity to receive compensation based on an insurance policy, Fintraffic ANS shall be liable for the damage insofar as the compensation cannot be collected from such another party or based on an insurance policy.

Fintraffic ANS's maximum liability shall be EUR 100,000 unless a higher liability is set based on mandatory legislation. For the sake of clarity, it is noted that insofar as Fintraffic ANS is not liable for damage in accordance with section (8) of these terms and conditions of service, Fintraffic ANS shall not be held liable based on any other grounds either, unless this is required as a result of mandatory legislation.

Insofar as this section (8) of the terms and conditions of service limits Fintraffic ANS's liability, said limitations shall also apply to the liability for the damage of its employees and others in an employment relationship with it as well as its subcontractors. This shall not limit the right of the above-mentioned parties to invoke any rules of law and contracts applicable to themselves.

# 9 GROUNDS FOR RELEASE FROM LIABILITY

Fintraffic ANS is released from its obligations and liability for damages, if the breach of obligations or failure to meet them was due to specific ground for release. As sufficient grounds for release from liability (force majeure) are considered such unusual events affecting the operations, which Fintraffic ANS could not have foreseen, which are beyond Fintraffic ANS's control, or the impact of which could not have been reasonably avoided or overcome. Such an event can be e.g. war, riot, foreign exchange restrictions, legal provisions and orders from authorities, export prohibitions, natural catastrophe, weather conditions, interruption of general traffic, data communications or energy distribution, shortage of means of transport, general lack of material, limitations of power availability, labour dispute, fire, or other unusual event with similar effect beyond Fintraffic ANS's control, including any error or delay in a subcontractor's delivery due to the above mentioned reasons.

If the performance of Fintraffic ANS's obligations is delayed for one of the reasons mentioned above, the time for meeting the obligations is extended as far as considered reasonable with regard to all circumstances affecting the case.

# 10 SETTLEMENT OF DISPUTES

Any disputes arising from the provision of services mentioned in this document will be settled by Helsinki District Court.

# 11 DATA requirements

# 11.1 Information to be submitted to Fintraffic ANS

Fintraffic ANS needs the customer's basic data and operational flight data according to the life cycle of the flights in order to serve customers efficiently. This information is the basis for invoicing and is necessary for the implementation, planning and development of operational activities. All customers are obliged to provide Fintraffic ANS with both the information required by AIP and the information specified in these terms of service, unless otherwise agreed with Fintraffic ANS. In addition, all customers must notify without delay and well in advance of any changes to the existing master data and the effective date of the change. The customer is responsible for providing information and for ensuring that the information provided is correct and up-to-date. Unless otherwise agreed, all required information shall be provided electronically. If the customer does not provide the information specified in the terms of service in the required format and time, or if it is incomplete, Fintraffic ANS uses publicly available sources of information as the basis for invoicing. Fintraffic ANS is entitled to invoice EUR 150.00 for each starting hour spent on the investigation and manual data processing.

#### 11.2 Basic customer information

Before operating and in case of changes in information, the customer must provide Fintraffic ANS with the following basic information necessary for invoicing to invoices@fintraffic.fi:

- contact details of the new carrier for billing and operational purposes:
  - o customer's name
  - o the customer's business ID
  - o customer's postal address
  - o customer's email address
  - o the customer's billing address, if different from the above
  - o unique flight identification data (call, aircraft type, MTOW)
- Payer identification is based on the operator's ICAO call (Call Sign). If you wish to deviate from this, flight-specific payer information must be sent by e-mail to invoices@fintraffic.fi before the flight
  - o the name of the payer;
  - o payer's business ID
  - o the payer's postal address;
  - o payer's email address
  - o the payer's billing address, if different from the above
  - o unique identification of the flight

# 11.3 Basic operational information

Before operating and when information changes, all customers must provide Fintraffic ANS with the following basic information necessary for operational activities to <a href="mailto:rco@fintraffic.fi">rco@fintraffic.fi</a>.

- Name of airline or other operator, IATA and ICAO code
- Aircraft flying to Helsinki Airport as planned:
  - o registration number
  - o type of aircraft: IATA, ICAO, name
  - o MTOW (Maximum Take Off Weight)
  - o correspondence between Flight Number and Call Sign (e.g. LH3110 = DLH7PL or AY741 = FIN741X).
- Contact details of key air traffic personnel and contact details of the operations centre (OCC) and/or operations: telephone numbers and e-mail addresses that can be contacted quickly for operational, safety or financial matters

# 12 CONTACT DETAILS

| Subject  | Email                  | Address  |
|--|------------------------|--|
| Terms of services and charges  | ans@fintraffic.fi      | Fintraffic Air Navigation Services Ltd  Visiting address: Lentäjäntie 1 01530 Vantaa  Mailing address: P.O.Box 157 FI-01531 Vantaa Finland |
| Invoicing details  | invoices@fintraffic.fi | Fintraffic Air Navigation Services Ltd<br>Air Traffic Charges Unit<br>P.O.Box 157<br>FI-01531 Vantaa<br>Finland                            |
| Payments,<br>arrangements for<br>payment,<br>advance<br>payments,<br>price estimates | invoices@fintraffic.fi | Fintraffic Air Navigation Services Ltd<br>Credit Control<br>P.O.Box 157<br>FI-01531 Vantaa<br>Finland                                      |