



General terms of air navigation services
2023

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Definitions

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 Finavia 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.

Parking time The time during which an aircraft is parked at the stand assigned to it.

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 SERVICE PROVIDER

Fintraffic Air Navigation Services Ltd (hereinafter referred to as Fintraffic ANS) provides services that facilitate fluent en route air traffic and international connections to and from Finland. We maintain and develop air navigation system which covers the entire country. Uncompromised safety and customer orientation are the core of our operations. We aim for efficient operations that also help save costs, and by that support our customers operations. We work according to the principle of minimum environmental load.

Fintraffic ANS offers ATS services at 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). Any associated terminal navigation service charges in the airports shall be collected from the customer by the aerodrome operator.

2 TERMS OF SERVICE: APPLICATION AND VALIDITY

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

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

The charges listed in the terms of service shall enter into force as of 1.1.2023.

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

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 service 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 service.

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 www.fintraffic.fi/fi/ans. The information and conditions published in the AIP and airport regulations form one entity with the terms of service 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-Vantaa

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 Schedules coordination at other airports

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 www.traficom.fi.

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 organisation or ground handling organisation 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 service. 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 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 1	Air traffic control service for arriving and departing controlled flights.	Terminal Control Area
Aerodrome Flight Information Service (AFIS)	Service with the purpose of providing information necessary for flight safety to aircraft operating at an uncontrolled aerodrome.	Flight 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.

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:

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

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

¹ The costs arising from approach control services are divided in the cost basis for the terminal navigation charge and en-route charge as described in the performance plans for Finland.

Airport category and the unit price

Service level	Airport category	Unit price 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	ATS1	168,79	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	199,79	Halli, Jyväskylä, Kittilä, Kuopio, Oulu, Maarianhamina, Pori, Rovaniemi, Tampere-Pirkkala, Turku, Vaasa
Air traffic service is provided in the form of Aerodrome Flight information Service.	ATS 3	175,16	Ivalo, Joensuu, Kemi-Tornio, Kokkola-Pietarsaari, Kuusamo, Utti
Air traffic service is provided in the form of Aerodrome Flight Information Service.	AFIS	109,47	Kajaani, Savonlinna and ATS 2/3-airports, when served with 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 = 168,79 EUR

$T = (17/50)^{0.7} \times 168,79 \text{ EUR} = 0,47 \times 168,79 \text{ EUR} = 79,33 \text{ EUR}$

Example 2: Two practice approaches to Helsinki airport by Diamond 42, MTOW 1900kg.

MTOWtons = 2 and p = 168,79 EUR

$T = (2/50)^{0.7} \times 168,79 \text{ EUR} = 0.11 \times 168,79 \text{ EUR} = 18,57 \text{ EUR} \rightarrow 18,57 \text{ EUR} \times 2 = 37,14 \text{ EUR}$

The airport operator will charge the Terminal navigation 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 to controlled flights operated under ICAO Rules of the Air (GAT 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 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 Capacity Management 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:

$$\text{charge} = t \times d \times p,$$

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	43,83
Eurocontrol's administrative charge	0,09
Route charge total	43,92

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

- the aerodrome of departure or the point of entry into the flight information region of Finland; and
- 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.

$$p = \sqrt{\frac{MTOW_{ton}}{50}}$$

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 ²
7. Technical air navigation services, e.g. navigation systems

5.4 Exemptions and reductions

5.4.1 Exemptions from TN charges

TN charges are not collected for:

1. search and rescue flights authorised by the appropriate competent body;
2. aircraft returning to the airport of departure for technical reasons or due to adverse weather conditions;
3. aircraft registered in the national aircraft register as
 - a. sailplanes or powered sailplanes
 - b. hot air balloons
4. paragliders or hang gliders. According to aviation regulation OPS M2-9, glider operations at aerodromes or within their control zones require a permit from the aerodrome manager or his/her representative. If the nature or scope of flight operations changes from that originally permitted, the terms must be agreed separately before the operations are commenced.
5. aircraft holding a valid season card for the airport in question.
6. vintage aircrafts, which have been crafted in Finland and are over 50 years old, or crafted abroad but used in Finland for at least 50 years. The aircraft must be reported as a vintage aircraft to airtrafficinvoices@finavia.fi before operations in order for this exemption to apply.

Exemptions 3., 4. and 5. do not apply at Helsinki Airport. Exemption 6 does not apply at Helsinki Airport, unless the airport operator grants an exemption on request. The request shall be sent to airtrafficinvoices@finavia.fi and shall contain a description of the planned operations at Helsinki-Vantaa.

² 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.

5.4.2 Exemptions from route 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:

1. flights performed by aircraft of which the maximum take-off weight authorised 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 authorised by the appropriate competent body;
5. military flights performed by military aircraft of an Eurocontrol state;
6. training flights performed exclusively for the purpose of obtaining a licence, or a rating in the case of cockpit flight crew, where this is substantiated by an appropriate remark on the flight plan. Such flights must be performed solely within the airspace of the Member State concerned; flights must not serve for the transport of passengers and/or cargo, nor for positioning or ferrying of the aircraft;
7. flights performed exclusively for the purpose of checking or testing equipment used or intended to be used as ground aids to air navigation, excluding positioning flights by the aircraft concerned;
8. flights terminating at the airport from which the aircraft has taken off and during which no intermediate landing has been made;
9. VFR flights.

5.4.3 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.

5.4.4 Extra opening

Extra opening shall always be specifically agreed in accordance with the airport operator's terms of services paragraph 4.2. . 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 and Finavia before the estimated off-block time by contacting payments@finavia.fi.

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

In general, Fintraffic ANS and Finavia require advance payment or a bank guarantee of all air carriers who have not been Fintraffic AN's or Finavia's invoice customers for the last 12 months or who have had any earlier disruptions of payment. The advance payment or bank guarantee must be delivered to Fintraffic ANS and Finavia before the operations are started.

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

6.1.1 Payment on invoice

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

The invoices will be sent to the address provided by the air carrier or other aircraft operator before the operations are started. The sum must be paid by the due date, which is 14 days from the date of the invoice.

Any remarks on invoices must be made within 6 months of the date of the invoice.

6.1.2 Advance payment

The advance payment must cover all air traffic charges for the series of flights. The invoices are sent to the operator for book-keeping. Please notice that prepayment is only an estimation of the future charges. In case the advance payment does not cover all charges, an additional payment is required. Overpayments will be credited to the operator after the series of flights has ended. Fintraffic ANS pays no interest on advance payments.

6.1.3 Bank guarantee

The bank guarantee must cover all air traffic 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 guarantee³, 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.

When Fintraffic ANS has received an acceptable bank guarantee, air traffic charges can be collected afterwards by invoice.

Finavia is handling the bank guarantees on behalf of Fintraffic ANS (payments@finavia.fi).

6.2 Interest on late payment

In case of delayed payment, a penal interest is charged for the time of delay. In other than consumer relations, the rate of interest is two percentage units higher than the current interest rate specified in the Interest Act.

³ 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.

6.3 Value added tax

Value added tax for the state 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 Obstacle statements to air navigation

Obstacle statements are produced based on customer requests. According to Section 158 of the Finnish Aviation Act (864/2014), Traficom's permission is required for setting up a facility, building, structure or sign that may constitute a hazard to air traffic. If the conditions specified in this provision are met and permission is required, the person who intends to set up an obstacle to air navigation must account for its effects through a statement obtained from Fintraffic ANS. Specified information of the service and costs can be found on our web sites www.fintraffic.fi/fi/ans

7.2 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

7.3 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

7.4 Other permits and/or evaluations for actions affecting air traffic safety

Evaluations and/or 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) www.fintraffic.fi/fi/ans

7.5 Cancelling Drone geofencing

Cancelling Drone geofencing is produced based on customer requests case by case. Air Navigation Service Provider (ANS) 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 to Fintraffic ANS 5 days before estimated activity. Specified information of the service and costs can be found on our web sites (only in Finnish) www.fintraffic.fi/fi/ans

7.6 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 7.8.

7.7 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 expert	190€/h
junior expert	150€/h
other work	140€/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 CONTACT DETAILS

Subject	Email	Address
Terms of services and charges	ans@fintraffic.fi	Fintraffic Air Navigation Services Ltd Visiting address: Lentäjätie 1 01530 Vantaa Mailing address: P.O.Box 157 FI-01531 Vantaa Finland
Invoicing details	airtrafficinvoices@finavia.fi	Finavia Air Traffic Charges Unit P.O.Box 50 FI-01531 Vantaa Finland

Payments, arrangements for payment, advance payments, price estimates	payments@finavia.fi	Finavia Credit Control P.O.Box 50 FI-01531 Vantaa Finland
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