TERMS AND CONDITIONS
RADAR DATA (PLOT SERVICE)

1 SERVICE PARTICULARS

Service Required:	Radar Data (Plot Service)
Permitted Purpose:	The Data provided under these terms and conditions shall only be used by the Customer for the following purposes: - Air Traffic Control at the Customer's premises - Situational Awareness; - Surveillance for Control; - Noise Tracking; and - 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 Radar Data (Plot Services) terms and conditions, unless the context otherwise requires, the following definitions will apply:

ATSEP	means Air Traffic Safety Electronic Personnel (an international term for the technical staff involved with the creation and support of the ground-based electronic hardware and software systems used to support air navigation and air traffic management);
Blanking	means the removal of all radar returns within a pre-defined volume. No data from the blanked radar will be provided within this volume.
CAA	means the Civil Aviation Authority;
Customer's Purposes	means the use of the Radar Data and the Radar Service by the Customer in accordance with the conditions of paragraph 14 of these terms and conditions;

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Customer's Premises	means Customer Address as 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;
Infill	means where data from a different radar is provided within the blanked volume as part of a multi-radar processing environment. This data may have different performance characteristics to the blanked sensor.
Maintenance Services	means the maintenance services in respect of the equipment and the circuits and the Radar Data as referred to in Paragraph 10;
PSR	means Primary Surveillance Radar;
Radar Data	means Primary Surveillance and/or Secondary Surveillance Radar data <within 60nm radius from the Customer's Premises>;
Radar Data Format	means ASTERIX Category 034/048 as defined in the Eurocontrol ASTERIX Specification;
Radar Service	means the supply of Radar Data hereunder from each Radar Station;
Radar Station	means the applicable radar station from which the Customer shall receive the Radar Data as set out in the Service Particulars of these terms and conditions;
SARG	means the CAA Safety & Airspace Regulations Group;
Services	means the supply of the Radar 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;

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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;
SSR	means Secondary Surveillance Radar;
Surveillance for Control	means a service where surveillance is used for air traffic related services, particularly where surveillance is required as part of unit safety case; including the separation of aircraft either laterally or vertically, including but not limited to: • Deconfliction Service (per CAP774) • RADAR Control Service (per CAP493) • Basic, Procedural and Traffic Service (per CAP774); as updated or replaced from time to time.
Technical Handover Date	means the date when NATS notifies the Customer that the Radar Service is operational pursuant to Paragraph 5;
Temporary Radar Data	means the PSR data (if applicable) and SSR data (if applicable) from the Radar Station which the Customer may request to be supplied on a short-term, pay as you go basis pursuant to Paragraph 7;
Temporary Radar Data Charge	means the charge for the supply of the Temporary Radar Data detailed in the NERL Data Services Order Form (if applicable);
Temporary Radar Data Call-Up Charge	means the charge to be paid by the Customer on each Temporary Radar Data Handover Date (as defined in Paragraph 7.3) detailed in the NERL Data Services Order Form (if applicable);

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 herein shall take precedence over those defined in the main body of the Contract.

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 Radar Service as defined in the table above (via NATS' premises to the equipment at the Customer's Premises), and the Maintenance Services, in each case from the

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Technical Handover Date for the duration of service as set out in the Service Particulars to these terms and conditions, for the Permitted Purpose.

3.2 NATS shall record and retain the Radar Data in accordance with CAA regulatory requirements.

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.

6 CHANGE OF USE OF EXTERNAL PLOT 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 TEMPORARY SUPPLY OF RADAR DATA (PAYG)

7.1 This Paragraph 7 shall apply if the supply of Temporary Radar Data is included as part of the Services.

7.2 The Customer may, by giving written notice to NATS, request that NATS supply the Temporary Radar Data to the Customer's Premises for a term as set out in the aforementioned notice, such term not to extend for more than 12 months from the Technical Handover Date, unless the supply of additional days of Temporary Radar Data is otherwise agreed between the Parties.

7.3 Subject to the terms and conditions of the Contract, NATS hereby agrees to provide the Customer with the Temporary Radar Data from the date that NATS notifies the Customer that the Temporary Radar Data will be operational for the term requested by the Customer pursuant to Paragraph 7.2 (the "Temporary Radar Data Handover Date"). The Customer acknowledges that the provision of such Temporary Radar Data will only take place during the Working Day.

7.4 Upon request by the Customer in writing, the supply of Temporary Radar Data shall be stopped on the next working day. The Customer may request the supply of a further period of Temporary Radar Data as described in Paragraph 7.2.

7.5 NATS has no obligation to credit or refund the Customer for any Temporary Radar Data Term which has not been utilised by the Customer pursuant to Paragraph 7.2.

7.6 The maximum Temporary Radar Data Charge applicable in any 12 month period shall not exceed the total annual rental fee that would apply if the radar data were supplied for the same 12 month period.

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8 CLOSURE OF RADAR STATION

8.1 In the event that the Radar Station is to be permanently withdrawn from service by NATS, NATS shall give to the Customer not less than three months' notice in writing in advance thereof (together with the costs and details of any changes to the Circuits and the Equipment, which may be necessary), and shall offer to the Customer the option of either:

8.1.1 Terminating the Contract upon the expiry of such notice, or;

8.1.2 Continuing after the permanent withdrawal from service of the Radar Station to receive the Radar Service from alternative radar station(s) approved by the CAA on the terms and conditions contained in the Contract provided that any extra one-off costs NATS reasonably incurs in doing so shall be for the Customer's account.

8.2 The Customer shall exercise its choice of option by giving written notice to NATS not less than one month before the expiry of NATS' notice under Paragraph 8.1. In default of such notice being given within this period, the Customer shall be deemed to opt for termination of the Contract in accordance with Paragraph 8.1.1 above.

9 CHANGE IN SIGNAL FORMAT, CIRCUITS OR EQUIPMENT

9.1 NATS may, on the expiration of three months' notice in writing to the Customer, transmit the Radar Data in such other 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:

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

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

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

9.2 In the event of NATS giving notice under Paragraph 9.1 of an alteration in 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 Contract Price within 30 days' of service of the notice.

9.3 If the Customer fails to exercise its option under Paragraph 9.1 to terminate the Contract or notifies NATS in writing that it wishes NATS to receive the transmission in the revised 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.

9.4 Unless a notice to terminate has been served by the Customer under Paragraph 9.1.1 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 9.1, the costs of which shall be paid by NATS.

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9.5 The Customer will pay the Contract Price notified in 9.2.Any other costs incurred by the Customer in facilitating a modification or replacement or change of signal format shall be borne by the Customer.

10 THE MAINTENANCE SERVICES

10.1 NATS will use reasonable commercial endeavours to provide a monitoring and telephone support service to the Radar 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 event the terms and conditions of these Radar Data (Plot Service) Service Specific Terms and Conditions (NRLCSS005) shall apply.

10.2 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.

10.3 In the case of any other defect or failure in the Radar Service, NATS shall investigate and use reasonable commercial endeavours to fix such defects and failures promptly and efficiently at NATS' cost (subject to Paragraph 13.1) and so as to cause as little disruption and downtime to the Radar Service as practicable.

10.4 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.

10.5 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. Should an alternative radar station, approved by the CAA on the terms and conditions contained in these Radar Data Plot Services Terms and Conditions, be capable of providing the Radar Service, this will be offered to the Customer in lieu of the main radar station for the duration of the planned break. Where practicable, NATS will advise the Customer shortly before removal of the main radar station from service for the planned break.

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

11 SERVICE LEVEL CRITERIA

11.1 Coverage & Performance

11.1.1 Coverage and performance requirements for the en-route radar stations providing the Radar Data are defined by NATS in order to meet its operational requirements. Details

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of some of these requirements, along with the evidence that the service provided meets the requirements, can be obtained from NATS on request.

11.2 SPIR UK (EU) 1207/2011 Compliance

11.2.1 The Surveillance Performance and Interoperability Rule UK (EU) 1207/2011 places specific requirements on NATS pursuant to the Radar Data, the provision of the Radar Service and these terms and conditions. The relevant Clauses in the main body of the Contract and the paragraphs in these terms and conditions comply with Annex IV of the Surveillance Performance and Interoperability Rule.

11.2.2 Paragraph 11.3, 11.4 and 11.5 in these terms and conditions specifically address the requirements of Annex IV of the Surveillance Performance and Interoperability Rule not covered by the other Clauses in the main body of the Contract and the paragraphs in these terms and conditions.

11.3 Quality Requirements

11.3.1 The quality of NATS' Radar Data is assessed against the relevant measures detailed in the EUROCONTROL Standard Document for Radar Surveillance in En-Route Airspace and Major Terminal Areas (SUR.ET1.ST01.1000-STD-01-01; Edition 1.0; Edition Date March 1997) and through the processes of NATS Separation Standards Assessment Board.

11.3.2 NATS uses the EUROCONTROL Surveillance Analysis Support System for ATC-Centre (SASS-C) as the standardised methods and tools for assessing the performance of surveillance infrastructures and a manual mathematical process is used for assessing the separation standards of NATS' Radar Data.

11.3.3 NATS employs an automated system to continually monitor Radar performance. In the event of a degradation of performance, specific manual measurements will be taken to investigate the issue.

11.3.4 NATS normally uses the range of values for each performance measure as defined in the EUROCONTROL Standard Document for Radar Surveillance in En-Route Airspace and Major Terminal Areas with declared exceptions for certain performance measures.

11.3.5 Should any performance measures be found to fall outside the defined range of values, then the NATS team will use their problem management processes as appropriate to investigate the anomaly and propose corrective actions to return the radar to its standard operating conditions.

11.3.6 NATS' Service Delivery Manager for surveillance is responsible for ensuring the quality requirements are met.

11.3.7 NATS Personnel involved in the operation and maintenance of the systems that contribute to delivery of the Services are subject to NATS competency management

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processes, which ensure that the competence of such Personnel is managed in a manner consistent with the legal requirements relating to ATSEP. These NATS processes and their implementation are regularly audited by SARG and are deemed to comply with ATSEP related legal requirements in the UK.

11.4 Service Levels

11.4.1 The Radar Service shall be available 24/7 unless there is a planned break in service or there is a fault or failure rendering the Radar Service unavailable.

11.4.2 Continuity of the Radar Service is achieved through the use of dual redundant systems and networks and the agreed use of an alternate radar station when specified in these terms and conditions should the main radar station be unavailable. NATS' system design aim is to achieve 99.8% availability in any one year for each radar station and 98% availability in any one year for the radar service.

11.4.3 The integrity of the Radar Service is as defined in the relevant sections of the EUROCONTROL Standard Document for Radar Surveillance in En-Route Airspace and Major Terminal Areas.

11.4.4 In the event that windfarm developments are found to cause interference with the radar signal, NATS may need to apply Blanking to the affected area as mitigation in order to maintain the integrity of the overall signal. Depending upon the size of the affected area, you may be notified by NATS.

11.5 Reporting Arrangements

11.5.1 NATS' service management processes govern the reporting arrangements in respect of the performance and availability of each plot or track service.

12 SPECIFIC CUSTOMER OBLIGATIONS

12.1 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.

12.2 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.

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

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

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

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12.6 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.

13 COSTS

13.1 The Customer shall reimburse NATS for all reasonable costs and expenses incurred by NATS in conducting an investigation into 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.

13.2 Upon termination of the Contract in accordance with its terms 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.

14 USE OF THE RADAR DATA AND THE RADAR SERVICE

14.1 In no event shall the Customer publish any Radar Data sourced from NATS in the public domain in real time.

14.2 Before publishing any Radar Data in the public domain (including, for example, to support noise monitoring applications), the Customer shall obtain NATS' prior written approval and shall ensure that such Radar Data is subject to: (i) a time delay of a minimum of 20 minutes, and (ii) geographic filtering for any area associated with the specific airfield; and (iii) is compliant with the SSR code filtering specified in the applicable list to be provided by NATS.

14.3 Upon NATS' reasonable request, the Customer shall withdraw any Radar Data it has released into the public domain and confirm in writing that it has complied with this paragraph 14.3.

15 NATS CONTACT DETAILS

Technical Services Manager

Tel: 01489 612605

Email: TSSMCCSwanwick@nats.co.uk

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