TERMS AND CONDITIONS
FLIGHT DATA SERVICES

1 SERVICE PARTICULARS

Service Required: Flight Data Services

Permitted Purpose: The Data provided under the Contract shall only be used for the following purposes:

- Noise Tracking;
- Recording.

The Data cannot be used for the control of aircraft.

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 Flight Data Services terms and conditions, unless the context otherwise requires, the following definitions will apply:

Access Connection	means the private data circuits and any associated communications devices provided by the Customer to connect the Customer's equipment to the router/PAD and enable the Customer to use the Services;
AFS Data Services	means those services set out in the AFS Service Specific Terms and Conditions (NRLCSS001);
AIRAC	means Aeronautical Information Regulation And Control (the agreed International Civil Aviation Organisation cycle to maintain the currency of Aeronautical Information Publications);
CAPSIN	means the Civil Aviation Packet Switched Integrated Network, a network based on X.25 data communications standards;
EDWAN	means the Enhanced DaVinci Wide Area Network;
FDP	means flight data processing;
Flight Data Services	means the provision of flight data, flight update data and flight arrival data from connections to the AFS Data Service and/or

© NATS 2025 – NRLCSS007 V1

	NAS/iTEC as routed through the network to the Service Delivery Point and the provision of aircraft characteristics adaptation data updates;
NAS	means the NATS' National Airspace System;
PTO	means Public Telecommunications Operator;
Service Delivery Point	means the interface between the router/PAD and the Access Connection at the Customer's Premises;
TCP/IP	means the Transmission Control Protocol (TCP) and the Internet Protocol (IP);
Type Approval	means official confirmation from NATS that a specific version of the Customer's equipment has been tested and meets the required specifications for connection to the AFS and NAS/iTEC;
WAN	means a wide area network.

2.2 The definitions above apply to these Flight Data Services terms and conditions only; any other relevant defined term shall be as defined in the NERL Data Services Contract (NRLC001) terms and conditions. However, terms defined in these Flight Data Services terms and conditions shall take precedence over those defined in NRLC001.

3 THE PROVISION OF THE SERVICES

3.1 In consideration of the Customer being bound by the terms and conditions of the Contract, NATS shall permit the connections of the Customer's equipment to both the AFS and the NAS/iTEC for the Permitted Purpose.

3.2 The Customer may only connect their equipment to the AFS and NAS/iTEC data connections, if the Customer has obtained a Type Approval from NATS for that equipment. Any changes to the Customer's equipment, including system software and operating system upgrades or patches, may cause a Type Approval to be invalid and must be notified to NATS in accordance with Paragraph 6.1 of these terms and conditions.

3.3 NATS shall supply flight plan data messages to the Customer via the AFS in the agreed data format and transmission speed as defined in NATS Interface Control Document (ref: E15557/IDD/13 & 14).

3.4 NATS shall supply revised aircraft characteristics adaptation data in line with AIRAC requirements. The data will take the form of a data file and will be sent to the Customer in advance of the AIRAC date when the revised adaptation data will be required.

© NATS 2025 – NRLCSS007 V1

4 PERFORMANCE

4.1 NATS will use reasonable commercial endeavours to make the Flight Data Services available to the Customer 365 days a year, 24 hours a day, to the standards of maintenance commonly adopted by NATS to support the integrity of the FDP connections detailed within these terms and conditions provided that:

4.1.1 the Customer reports all faults associated with the non-supply of data to NATS as soon as such fault has been detected. NATS will investigate the reported fault as soon as reasonably practicable and where practicable instigate any action required to rectify the fault;

4.1.2 where any NATS equipment ceases to function or develops any defect, NATS will investigate and fix such defects and failures as soon as reasonably practicable at NATS' cost (subject to 4.1.3 below) and so as to cause as little disruption and downtime to the AFS and NAS/iTEC data connections as possible;

4.1.3 the Customer reimburses NATS for all reasonable costs and expenses incurred by NATS in conducting an investigation of a fault reported by the Customer in accordance with the monitoring and maintenance services provided that on conclusion of an 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.

4.2 While NATS will exercise reasonable commercial endeavours to diagnose and advise the Customer of the reason for any fault or failure within 1 hour of notification to NATS of the same, the responsibility for, and cost of, remedial work shall rest with the Customer except insofar as the fault or failure lies within the AFS itself or NAS/iTEC itself. Except where otherwise requested by the Customer, NATS will exercise reasonable commercial endeavours to detect any faults and failures with the Flight Data Services by means of network management systems.

5 FACILITY INTERRUPTIONS

5.1 NATS shall use reasonable endeavours to notify the Customer of any planned facility interruptions ("FIs") and reduced redundancy of the Flight Data Services at least 10 days in advance. NATS shall also use reasonable endeavours to notify the Customer 1 hour before commencement of the work.

6 CUSTOMER'S OBLIGATIONS

6.1 The Customer shall notify NATS of any changes to the Customer's equipment, including system software and operating system upgrades or patches, at least 3 months in advance of such changes as conformance testing of any new or changed items may be required to maintain the Type Approval for the Customer's equipment.

6.2 To enable NATS to deliver its obligations under these terms and conditions, the Customer must:

6.2.1 obtain and maintain Type Approval for any of their equipment connected to receive the Flight Data Services defined in these terms and conditions;

© NATS 2025 – NRLCSS007 V1

6.2.2 inform NATS at least 10 days in advance of any planned deployment of new or changed items in the Customer's equipment following the issue by NATS of a Type Approval;

6.2.3 inform NATS at least 10 days in advance of any planned interruptions to the Customer's power supplies and equipment receiving the Flight Data Services and reporting any issues for the same to NATS.

6.3 The Customer's equipment shall be configured to provide NATS with flight departure data messages in the agreed data format and transmission speed as defined in the NATS Interface Control Document (ref: 3931/REQ/09).

7 RESPONSIBILITY

7.1 NATS shall be responsible for the provision and maintenance of the AFS, the NAS/iTEC and the Flight Data Services provided up to the Service Delivery Point.

7.2 On receipt of notice from the Customer in accordance with Paragraph 6.1 of these terms and conditions, NATS shall be responsible for assessing any changes to the Customer's equipment and shall give written details to the Customer of support to the Customer's development programme, the conformance testing requirements and the price, where appropriate, for maintaining the Type Approval of the Customer's equipment within 30 days of receipt of the Customer's notice. NATS shall undertake the agreed conformance testing and issue a Type Approval within 2 months of acceptance of NATS offer by the Customer.

7.3 NATS shall have no liability for any corruption of the Customer's systems where no corruption is found within the AFS, the NAS/iTEC and the Flight Data Services.

7.4 The Customer shall be liable for any corruption of NATS' systems where the corruption has been introduced by the Customer's system.

7.5 Each Party shall bear their own costs in respect of their obligations and responsibilities under Paragraph 7.1, inclusive of installation, rental and services charges and shall be individually responsible for making timely payments with respect to its own share of the costs.

7.6 Save as expressly set out in the Contract, neither Party shall have any liability to the other for any delay or failure (howsoever arising) to make any payments referred to in this Paragraph 7.

7.7 This Paragraph 7 shall survive the expiry or earlier termination of the Contract.

8 NATS CONTACT DETAILS

Technical Services Manager

Tel: 01489 612605

Email: TSSMCCSwanwick@nats.co.uk

© NATS 2025 – NRLCSS007 V1