

NATS (En Route) PLC STANDARD TERMS AND CONDITION FOR THE SALE OF NDB SERVICES

1. CONTEXT

- 1.1 NATS (En-Route) PLC ("**NATS**") provides a NDB Measuring Service's as set out in the '**NATS**' webpages [here](#) (click to follow link).

2. INTERPRETATION

Unless the context otherwise requires, the following definitions shall apply:-

- 2.1 "**NATS**" means **NATS (En Route) PLC** a company registered in England and Wales under number 4129273 whose registered office is at 4000 Parkway, Whiteley, Fareham, Hampshire PO15 7FL.
- 2.2 "**Client**" means the company, organisation or individual requesting provision of the service.
- 2.2 "**Service**" means the measuring and reporting of the Client's non-directional beacon(s) as detailed in subparagraph's 3.1.1, 3.1.2 & 3.1.3.
- 2.3 "**VAT**" means value added tax payable under the Value Added Tax Act 1994 and any substituted or additional tax or duty applicable from time to time to sales or supplies of the Goods and/or Services.
- 2.4 "**Working day**" means a day (other than Saturday or Sunday) on which banks in the City of London are generally open for business.

3. PROVISION OF SERVICES

- 3.1 Subject to the Client's acceptance of NATS cost for the selected Service, NATS shall provide the Service's which will be governed exclusively by these terms and conditions. Any other terms and conditions referred to by Client shall not apply. The Service's offered are:

3.1.1 Annual Off Air Monitoring Service: NATS shall measure the parameters (detailed in the Appendix to this Agreement) of the Client's non-directional beacon(s) once during each calendar month for the period of this Agreement. The results of measurements shall be sent to the Client each month in writing. Any parameters found out of tolerance shall be reported to the Client in the first instance by telephone. The service shall be carried out by NATS at a measurement site, as appropriate, unless specifically agreed otherwise.

3.1.2 Ad-hoc Monitoring Service: NATS shall measure the parameters (detailed in the Appendix to this Agreement) of the Client's non-directional beacon(s). The results of measurements shall be sent to the Client in writing. Any parameters found out of tolerance shall be reported to the Client in the first instance by telephone. The service shall be carried out by NATS at a measurement site, as appropriate, unless specifically agreed otherwise.

3.1.3 Beacon Commissioning Service: NATS shall measure the Field Strength of the Client's non-directional beacon at a number of locations but not less than six at the beacons Distance Of Coverage (DOC). These results shall be sent to the Client in the form of a detailed report. Any parameters found out of tolerance shall be reported to the Client in the first instance by telephone. The service shall be carried out by NATS using mobile monitoring equipment, as appropriate, unless specifically agreed otherwise.

4. **STANDARDS OF SERVICE**

The service will be carried out by NATS in accordance with written procedures.

5. **THE CLIENT'S OBLIGATIONS**

The Client shall provide written details of any changes to the approved operating conditions of the non-directional beacon(s).

6. **CHARGES**

The Client shall pay NATS charges for the selected service, as detailed on the webpages plus VAT.

7. **WARRANTIES AND LIMITATION OF LIABILITY**

7.1 NATS warrants that it will exercise all reasonable skill and care in providing the Service.

7.2 Subject to the foregoing, all implied and statutory terms, conditions and warranties as to the Service (except those which it is not lawful for NATS to exclude) are hereby excluded from the contract and shall not apply.

8 **LIMITATIONS OF LIABILITY**

8.1 With the exception of its liability, if any, to the Client for personal injury or death caused by its negligence, NATS' maximum total liability to the CLIENT for breach of this Contract or in negligence in connection with the equipment, calibration and service shall be limited to the replacement of the Service at its invoice value.

8.2 NATS shall not be liable to the Client for any consequential or indirect loss including loss of profit arising from NATS' breach of this Contract.

9. **ASSIGNMENT**

Neither party shall assign this contract or any benefits or rights arising under it without the written consent of the other party hereto.

10. **WAIVER OF RIGHTS AND REMEDIES**

Neither party shall be deemed to waive any rights or remedies by its failure to enforce them unless the waiver is in writing and is signed by an authorised officer of that party.

11. **ENTIRE AGREEMENT**

It is agreed that this contract represents the entire agreement between the parties as to its subject matter and that all representations relating thereto prior to the contract are hereby excluded and deemed null and void unless expressly incorporated in writing.

12. **FORCE MAJEURE**

NATS shall not be liable for any delay or failure to perform or comply with any obligation or warranty under the contract to the extent that the delay or failure is caused by Force Majeure where Force Majeure means an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; failure of the transportation of any personnel equipment, machinery supply or material required by NATS for the Services; breach of contract by any essential personnel; any other matter or cause beyond the control of NATS.

13. **LAW AND JURISDICTION**

- 13.1 This contract and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.
- 13.2 Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this contract.

14. **AMENDMENTS**

No amendments of the contract shall be binding unless they are in writing and signed by both parties.

15. **INDEMNITY**

The Client shall indemnify and hold harmless NATS against any liabilities costs and expenses incurred by NATS arising from the Client's use of the Equipment serviced by NATS except to the extent they are caused by NATS's negligence or wilful default.

APPENDIX

Measured Parameters referred to in paragraph 2.2.

The measured parameters are, as far as possible, in accordance with the Standard Operating Parameters in the Commissioning and Maintenance Requirements of CAP 670 Nav 02 as issued and amended by the CAA Safety Regulation Group, but measurement of Spurious Emission and Unwanted Modulation is not covered by this Agreement.

The current parameters measured under this Agreement are listed below:

- a) Carrier frequency (Annual & Ad-Hoc only)
- b) Modulation frequency (Annual & Ad-Hoc only)
- c) Modulation depth (Annual & Ad-Hoc only) (see Note 1)
- d) Field strength (All Services) (see Note 2)
- e) Change of Carrier power During Modulation (Annual & Ad-Hoc only)
- f) Verification of correct Identification (All services)

Note 1. Modulation Depth is normally assessed when coding. A more accurate measurement can be made, if required, during beacon maintenance if the beacon is made to radiate a continuous "mark".

Note 2. The field strength of an NDB is defined at the limit of its rated coverage. On commissioning this is measured by NATS staff using mobile equipment, and compared with the Field Strength measured at Pailton. This procedure establishes the field strength expected at Pailton when the field strength of the beacon is correctly set. The figure is verified periodically by further measurements.

Tolerances referred to in paragraph 2.2.

The Client will be informed if any of the above parameters are measured and found to be outside the allowable tolerances given in the Standard Operating Parameters of CAP670 Nav 02 as issued and amended by the CAA Safety Regulation Group.

The current tolerances relevant to this Agreement are summarised below:

- a) Carrier Frequency: Assigned frequency +/- 0.01%
- b) Modulation Frequency: 400Hz +/- 25Hz
- c) Modulation Depth: As near to 95% as practicable, so as to ensure a signal to noise ratio of greater than 6dB at the limit of rated range
- d) Field Strength: As set at commissioning +2dB / -3dB
- e) Carrier Change During Modulation: The carrier power shall not fall by more than 0.5dB when the identification signal is being radiated