



### **NERL Safeguarding**

Mailbox 27  
NATS (En Route) Plc  
Corporate & Technical Centre  
4000 Parkway  
Whiteley  
Hampshire  
PO15 7FL

T: 01489 444687

F: 01489 444013

E: [natssafeguarding@nats.co.uk](mailto:natssafeguarding@nats.co.uk)

Dear Sir/Madam,

Thank you for your enquiry regarding Wind Farm pre planning.

NATS are committed to supporting Wind Farm developers with planning activities and, in order to improve this process, NATS has introduced three new services which are aimed at helping developers prepare for formal planning applications. The benefits of these advisory services include advance warning of any potential impact on ATC operations, related major issues and therefore a smoother formal application process.

These advisory processes are not mandatory and do not replace the formal submission of applications to the relevant planning authorities nor do they replace NATS obligations under the Safeguarding Directives incorporated in the Town and Country Planning Act. These new processes are self assessment; technical assessment and pre-planning consultation

#### **Self Assessment**

This is a free service which outlines the potential areas where the siting of Wind Farms could affect NATS' ATC operations. The provision of this information will enable developers to make their own initial assessment of the likely success or failure of a formal application. This service comprises a number of downloadable maps and associated software and is provided on the British Wind Energy Association Web site which can be found at: [-http://www.bwea.com/aviation/nats.html](http://www.bwea.com/aviation/nats.html).

The blade tip heights represented on these maps are 20, 40, 60, 80, 100, 120 and 140 metres. It is not feasible to generate images for all possible blade tip heights. These heights are believed to be representative of the heights of the majority of potential developments. For developments with heights other than those specified but in the region of 20-140m a certain amount of interpolation is possible between the images provided. This service and the associated 3<sup>rd</sup> party software are free.

If after downloading the software and undertaking a self assessment you need additional assistance, NATS provides two additional chargeable services; the technical assessment and pre-planning consultation.

#### **Technical Assessment**

This is a high level assessment only and is intended to give a non-binding indication of the impact of a windfarm. It takes a safeguarding perspective limited to the technical elements of NATS navigation, communication and surveillance infrastructure to identify whether a proposed development would impact the service they provide and confirmation, or otherwise, of the outcome. In addition to the assessment, developers are able to have a short dialogue with NATS to understand the detail of the impact. The cost of this service is £750.00 (+VAT).

**It is important to note that this service does not include any operational assessment which would be required to identify the effect on the provision of ATC of any technical impact.**

#### **Pre-Planning Consultation**

The pre-planning consultation service is intended only to assist Wind Farm Developers in de-risking their planning applications prior to formal submission, it does not replace the statutory process, nor does it guarantee future acceptance or rejection of a formal application.

However, this assessment is a comprehensive pre-planning consultation service which comprises a full technical and operational assessment of the proposal. In the technical assessment, the scenario is applied to the tools map, and expert examination of the



outcome is undertaken. Similarly, a full operational assessment is undertaken which looks at similar operational issues. These two elements are then considered together to give the overall assessment of the likely impact, or otherwise, and where possible suggestions are made to mitigate the impact.

A report is provided which contains the source findings and the summary position and any observations to mitigate the impact where appropriate.

The cost of this service is a fixed fee of £9,450 (+VAT) per development site. Note: Where a technical assessment has already been completed and where the application is unchanged, the cost of the technical assessment will be discounted from the above cost.

I have attached a pre-planning consultancy agreement form and NATS standard Terms and Conditions for your information. If you wish to use either the technical assessment or the pre-planning consultation service, please indicate which one, and sign and return the agreement in the envelope provided along with a document containing all the relevant windfarm details as defined in the attached agreement. Alternatively, if you have any other questions relating to NATS safeguarding services please write to me and I will be pleased to assist.

Yours faithfully

***NATS Safeguarding Office***

[NATSSafeguarding@nats.co.uk](mailto:NATSSafeguarding@nats.co.uk)

Encl. Application form & Terms & Conditions

## WINDFARM PRE-PLANNING CONSULTANCY – AGREEMENT FORM

Name:
Your Ref:
Our Ref:

Reference: Application for Pre-Planning Consultation
--

Address of Applicant:
Contact Name:
Contact Numbers:

Address of Agent (if different):
Contact Name:
Contact Numbers:

Address/Reference for Windfarm site:
--------------------------------------

I have attached a document providing the relevant information as defined below;  Wind turbine model & manufacturer, Number of blades, Wind turbine hub height (AGL in m), Rotor diameter (m), Rotation speed (Rpm), Tower base diameter (m), Tower top diameter (m), Tower design (Tubular/Lattice), Blade material including lightning conductor, Turbine Locations (OS Grid references or WGS84 latitudes and longitudes)
--

\*I confirm that I wish to apply for a Technical Assessment for a fixed fee of £750.00 plus VAT and accept the terms and conditions for this service.

\*I confirm that I wish to apply for pre-planning consultancy for a fixed fee of £9,450.00 plus VAT and accept the terms and conditions for this service.

\* please delete as appropriate

Signed

For and on behalf of:.....

Date:.....



## NATS STANDARD TERMS AND CONDITIONS FOR THE SALE OF CONSULTANCY SERVICES

### 1. INTERPRETATION

1.1 In these Conditions, unless the context otherwise requires, the following definitions will apply:

"**Client**" means the person or entity so named in the Contract;

"**Conditions**" means the terms and conditions set out in this document;

"**Contract**" means the agreement between NATS and the Client for the provision of the Services comprising these Conditions and any attached schedule(s);

"**Contract Price**" means the price payable by the Client to NATS as set out in the Contract;

"**Group**" has the same meaning as in Section 53(1) of the Companies Act 1989.

"**IPR**" means all intellectual property rights of whatsoever nature including, but not limited to, copyright (and rights in the nature of copyright), design rights, know-how, database rights, trade marks, patents, and patentable inventions (and the right to apply for any of the foregoing) in or relating to the Services or any Work;

"**NATS**" means NATS (Services) Limited whose registered office is at 5<sup>th</sup> Floor, Brettenham House South, Lancaster Place, London WC2E 7EN;

"**Services**" means the services specified in the Contract;

"**VAT**" means value added tax payable under the Value Added Tax Act 1994.

"**Work**" means any report or work produced by NATS in its performance of the Services.

1.2 The headings of these Conditions are for convenience only and will not affect their interpretation.

1.3 References to the plural include the singular and vice versa where applicable. Reference to any enactment, regulation or other statutory instrument will be construed to include any subsequent amendments or re-enactments of them or their replacements.

1.4 These Conditions will apply to the exclusion of any terms and conditions contained in the Clients' order or conditions of purchase or other document or which the Client purports to apply in any way to the Contract and which are inconsistent with these Conditions.

### 2. SERVICES

2.1 NATS agrees to provide and the Client agrees to take and pay for the Services in accordance with the Contract.

### 3. NATS' OBLIGATIONS

3.1 NATS will use reasonable endeavours to provide the Services by the date, if any, specified for completion.

3.2 NATS will provide the Services at the location or locations specified in the Contract.

3.3 NATS will provide the Services in a timely and efficient manner and in accordance with the Contract.

3.4 All other warranties, conditions and terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

3.5 NATS will direct all correspondence relating to the Contract (other than notices required to be given in accordance with Condition 11.1) to the Client's contact named in the Contract.

### 4. CLIENT'S OBLIGATIONS

4.1 The Client will pay the Contract Price for the Services together with any other amounts that become due under the Contract including, but not limited to, any foreign taxes or duties or any travel, accommodation or other expenses

reasonably incurred (except to the extent that such costs are already stated in the Contract as being included in the Contract Price).

- 4.2 The Client will provide such co-operation, assistance, equipment and facilities as are specified in the Contract or as NATS reasonably requires for the provision of the Services.
- 4.3 The Client will ensure that where the Services are to be provided at the premises of the Client, any equipment to be provided by the Client and the premises concerned will be available when they are required and of an adequate standard to facilitate the satisfactory performance of the Services.
- 4.4 The Client will not, during the term of this Contract and for a period of 12 months after the Services have been completed, directly or indirectly solicit or entice away any employee of NATS who is or has been engaged in providing the Services, whether by making an offer of employment or otherwise.
- 4.5 The Client will direct all correspondence relating to the Contract (other than notices required to be given in accordance with Condition 11.1) to the NATS contact named in the Contract.

## 5. **PAYMENT**

- 5.1 Unless otherwise specified in the Contract and subject to Condition 5.2, the Client will pay the Contract Price plus VAT, if applicable, in British pounds sterling upon presentation by NATS of any Work(s) required under the Contract or if no Work is required, on completion of the provision of the Services.
- 5.2 If NATS will be longer than three months providing the Services, it may bill on an interim basis.
- 5.3 Payment will be due within 30 days of the date of NATS' invoice.
- 5.4 Unless otherwise specified in the Contract, all payments will be made:

a) by cheque to:

NATS (Services) Limited  
Aviation House  
31 Pinkhill  
Edinburgh EH12 7BD;

or

b) by electronic transfer to:

NATS (Services) Limited  
National Westminster Bank Plc  
Bloomsbury Parr's Branch  
PO Box 158  
214 High Holborn  
London WC1V 7BX  
Account number: 90103033  
Sort code: 60-30-06.

- 5.5 No payment will be deemed to have been received until NATS has received cleared funds.
- 5.6 All payments will be made without any withholding, deduction, set-off or counterclaim.
- 5.7 The Client will pay to NATS interest on any overdue amount at the rate of two per cent per annum above the base rate from time to time of National Westminster Bank plc from the due date until actual payment both before and after any judgement, calculated on a daily basis and compounded monthly.

## 6. **INTELLECTUAL PROPERTY**

- 6.1 All IPR in any Work will belong to NATS. The Client will have, upon payment to NATS of all sums owing under the Contract, a royalty free licence to use any Work for its internal purposes.

6.2 This Condition will not affect the IPR in any works, including designs, drawings, written material and software belonging to third parties or existing prior to the date of the Contract.

## 7. **LIMITATIONS OF LIABILITY**

7.1 NATS will indemnify the Client for direct damage to property arising from or relating to NATS' performance of the Contract and caused by the negligence of its employees. NATS' total liability under this sub-condition will be limited to £1,000,000 for any one event or series of related events.

7.2 Except as expressly stated in the Contract and to the extent permitted by law:

- (a) any liability of NATS for breach of the Contract will not exceed the Contract Price;
- (b) NATS disclaims all liability to the Client arising from or relating to its performance of the Contract and the Client's or any third party's use of the Services or any Work; and
- (c) NATS will not be liable to the Client for any special, indirect or consequential damages (including but not limited to loss of profits) arising from or relating to NATS' performance of the Contract.

## 8. **FORCE MAJEURE**

8.1 NATS will not be liable to the Client for any delay or non-performance of its obligations under the Contract arising from any cause or causes beyond its reasonable control including without limitation acts of God, governmental act, war, directions of a government authority (including directions of the Secretary of State pursuant to the Transport Act 2000), fire, flood, explosion, civil commotion, lock-outs, strikes, other labour disputes or failure by the Client to comply with its obligations under the Contract. On the occurrence of any such event, NATS may at its discretion perform, suspend performance of or terminate the Contract.

## 9. **TERMINATION**

9.1 Without prejudice to any other rights or remedies either party may suspend or terminate the Contract forthwith if:

- (a) the other party is in serious breach of any term of the Contract and fails to remedy such breach within 30 days' written notice; or
- (b) the other party (or if it is a partnership any of the partners), or any of its or their assets is subject to any form of bankruptcy, winding up, dissolution, administration, administrative or other receivership, moratorium, insolvency proceedings, voluntary or other arrangements with creditors, enforcement of security, legal process, distress or repossession or anything similar outside England and Wales; or
- (c) the other party dies or ceases to carry on business or a judgment against it or him remains unsatisfied for seven days.

9.2 Without prejudice to any other rights or remedies NATS may suspend or terminate the Contract forthwith if the Client fails to pay any sums due under the Contract within seven days' written notice from NATS.

9.3 Termination or suspension of the Contract will be without prejudice to the accrued rights and remedies of either party provided that without prejudice to such rights or remedies the Client will be entitled to any Work then completed and NATS will be entitled to payment of its fees and expenses due or incurred at that date or a fair and reasonable part of them if the Work is not complete.

## 10. **CONFIDENTIALITY**

10.1 Neither party will disclose any information or documents received from the other party in connection with the Contract to any third party (except to their employees or agents or to employees or agents of companies in their Group who need to have access to it for the purpose of the Contract and to their professional advisers) without that other party's prior written consent.

10.2 Condition 10.1 will not apply to information or documents that:

- (a) are already in the public domain without any breach of this Condition;

- (b) are disclosed by a third party without any restrictions on their disclosure;
- (c) are independently developed by the party disclosing them without using any confidential information received from the other party;
- (d) are required by law, regulation or order of any court of competent jurisdiction over the disclosing party to be disclosed but only to the extent that such disclosure is necessary to comply with such law, regulation or court order; or
- (e) so as to derogate from the rights granted by NATS to the Client under Condition 6.1.

10.3 Each party will take reasonable steps to ensure that any information or documents that it considers confidential are suitably marked so.

## 11. **NOTICES**

11.1 Any notice to be given under the Contract will be sent to the relevant party's address as is stated in the Contract or to such other address as has been notified in writing to the other party: by first class post, deemed to be received three working days later (unless returned through the post); by facsimile transmission or e-mail, deemed received the next working day provided that the notice is also sent by first class post no later than the next working day after transmission; or by hand.

## 12. **ASSIGNMENT**

12.1 The parties may not assign the Contract or any benefits or rights arising under it without the prior written consent of the other. The assignor will remain liable for the acts and defaults of any assignee and will on demand hold the other party fully indemnified in respect of such acts and defaults.

## 13. **WAIVER OF RIGHTS AND REMEDIES**

13.1 Neither party's rights will be prejudiced or restricted by any concession, indulgence or forbearance extended to the other.

13.2 The waiver by any party of a breach of the Contract will not operate as a waiver of any other or subsequent breach.

## 14. **RIGHTS CUMULATIVE**

14.1 The parties' rights under these Conditions are in addition to any other rights which they may have under general law or otherwise.

## 15. **INVALIDITY**

15.1 If any provision in the Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Contract which shall remain in full force and effect.

## 16. **NO PARTNERSHIP**

16.1 Nothing in the Contract creates a partnership or establishes a relationship of principal and agent, employer and employee, or any other fiduciary relationship between the parties.

## 17. **THIRD PARTIES**

17.1 The parties intend that a person who is not a party to the Contract will have no right under The Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract.



18. **ENTIRE AGREEMENT**

18.1 The Contract, including any schedules to it will represent the entire understanding and constitute the entire agreement between the parties in relation to the subject matter of the Contract and supersedes any previous discussion, correspondence, representations or agreement between the parties.

19. **AMENDMENTS**

19.1 No amendments to the Contract will be binding on either party unless they are in writing and signed by both parties.

20. **LAW AND JURISDICTION**

20.1 The Contract will be deemed to have been made in England and will be construed in accordance with and governed by English law and the parties submit to the non-exclusive jurisdiction of the England Courts.