

TERMS AND CONDITIONS

Thank you for selecting our services ("**Services**"). The Services are provided to you by NATS (Services) Limited ("**NATS**"), a company registered in England and Wales with company number 4129270 with registered address at 4000 Parkway, Whiteley, Fareham, PO15 7FL. (NATS and you, each a "**Party**").

By completing the registration process and by using our Services, you are deemed to have understood and agreed to these terms and conditions and the Service Summary applying to the Services (together referred to as the "**Contract**"). In the event of conflict, the Service Summary applying to the Services shall prevail.

TERMS OF USE

1. Whereas NATS shall provide you with the Services, it is your responsibility to ensure that you have the correct devices and third party services to use and access the Services.
2. You acknowledge that NATS owns all intellectual property rights relating to the Service and that the use of our Services does not give you ownership of any intellectual property rights in our Services or the content that you access.
3. For the purposes of delivering the Services, NATS shall be entitled to use, develop or share knowledge, experience and skills of general application gained through performing and delivering the Services.
4. NATS reserves the right, at its discretion, to make reasonable changes to any part of the Contract. Should NATS make any change to the Contract, NATS will update the published documents. Any changes shall take effect on the date of publication.

NATS' PROVISION OF THE SERVICES

5. Whereas NATS shall make all reasonable efforts to deliver uninterrupted Services and to give you prior notice of any planned disruptions to the Services, NATS accepts no responsibility for any disruptions to its Service provision.

YOUR OBLIGATIONS

6. By completing the registration process and by your use of the Services, you are providing NATS with your consent to check your personal details to verify your eligibility to use the Services.
7. By submitting information to or via NATS as part of your use of the Services (including but not limited to the registration process and your continuing access to the Services) you accept full responsibility for the submission of accurate, authentic and correct data.
8. NATS may review account usage and content to monitor NATS' system performance and audit Users' proper use of the Services, and NATS reserves all rights to:
 - a. remove or refuse to display content that we reasonably believe violates the terms of this Contract, our policies or the law;
 - b. suspend User accounts in the case of suspected infringement of the terms of this Contract, our policies or the law where no refunds of any sums paid will be repaid to you.
9. You shall indemnify NATS against all damages and loss from your misuse, abuse or negligent use of the Services.

USE OF YOUR ACCOUNT

10. Upon successful completion of your registration and NATS' validation process, you will be provided with login in details to use the Services.
11. Your login details are personal to you, you should keep your password confidential and you must not share your login details with a third person.
12. You are responsible for the activity that happens on or through your account. If you learn of any unauthorised use of your account, please contact NATS immediately.
13. If you have use of an AFPEX account free of charge, you must sign in at least once in any two-year period to keep your account active. If you do not do so, we will assume your AFPEX account is inactive and will close it.

COMPUTER VIRUS

14. Each User shall take all measures necessary to ensure that the User's equipment and connection to the Service will not corrupt, interfere with or damages NATS' systems.
15. NATS shall use reasonable endeavours to protect the Services from computer viruses, worms and trojan horses (destructive features) but does not warrant that NATS' system is free from all destructive features and accepts no liability for any damage that may result from the transmission of any such destructive feature. You must take your own precautions to ensure that the process which you employ for accessing the Services does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

LIABILITY

16. All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Service are excluded to the fullest extent permitted by law.
17. NATS accept no liability for any failure to comply with this Contract where such failure is due to circumstance beyond NATS' reasonable control.
18. To the maximum extent permitted by law, NATS excludes all liability for the provision of the Services whether in contract, tort (including negligence or breach of statutory duty) under any indemnity or otherwise in respect of each event or series of connected events or in the aggregate.
19. Nothing in this Contract shall operate to exclude or restrict NATS' liability for death or personal injury resulting from NATS' negligence as defined in the Unfair Contract Terms Act 1977; and fraud or other matter if and to the extent that, under English law, liability for it cannot be excluded, restricted or limited as against the User in the context of this Contract.
20. NATS shall not be deemed to waive any rights or remedies unless the waiver is in writing and is signed by an authorised officer of that party and NATS' rights shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the other. NATS rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the other.
21. If any part of the Contract is held to be invalid, unenforceable or illegal under the laws of England and Wales, they shall be treated as severed and deleted from the Contract but the remaining parts shall nevertheless continue in full force.

DATA PROTECTION AND PRIVACY

22. Each Party shall comply at all times with all Applicable Laws in respect of the protection and privacy of Personal Data including, without limitation, the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018 ("DP Laws") and shall not perform its obligations under this Contract in such a way as to cause the other Party to breach any of its obligations under such DP Laws. The provisions of the Contract in respect of the protection and privacy of personal Data shall not exceed the requirements set out in the Applicable Laws unless otherwise agreed by the Parties in writing.

23. Each Party when acting in the capacity of a Data Controller will ensure that is legally entitled to transfer the Personal Data to the Data Processor for the duration and purposes of this Contract.

24. Each Party when acting in the capacity of a Data Processor shall, in relation to any Personal Data which it is Processing in connection with the performance its obligations under this Contract:

(a) Process that Personal Data only in accordance with the Schedule GDPR (as set out below) or on the written instructions of the Data Controller, unless required by Applicable Laws to Process Personal Data; in such circumstances the Data Processor shall, if legally allowed to do so, promptly notify the Data Controller of this before performing the Processing;

(b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Such measures shall be appropriate to (a) the harm that might result from any breach of such protection; and (b) the state of technological development and the cost of implementing any measures;

(c) ensure that all Personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;

(d) not subcontract the Personal Data without the prior written permission of the Data Controller;

(e) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Controller has been obtained;

(f) notify the Data Controller without undue delay on becoming aware of any breach of the DP Laws;

(g) on written request and/or on termination of the Contract (at the written direction of the Data Controller) delete or return Personal Data to the Data Controller and delete copies thereof as soon as practicable unless required by Applicable Laws to store the Personal Data;

(h) maintain records sufficient to demonstrate compliance with this clause (Data Protection and Privacy);

(i) allow for audits by the Data Controller or its designated auditor; and

(j) upon request, use all reasonable endeavours to assist the Data Controller to comply with its obligations in relation to:

(i) the rights of individuals to which the Personal Data relates;

(ii) assistance to the ICO; and/or

(iii) any data protection impact assessment the Data Controller carries out

provided that any such assistance shall be provided to the Data Controller subject to a fee payable to the Data Processor to be agreed between the parties.

COMMUNICATIONS

25. All correspondence to NATS relating to the provision of the Services shall be directed to flightplanningonline@nats.co.uk

26. All correspondence to you shall be directed to you or the named Administrator.

27. It is your responsibility to ensure that contact details remain correct, valid and up to date.

GOVERNING LAW

28. A person who is not a party to this Contract shall have no rights under The Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Contract.

29. The rights of NATS under the Contract are in addition to any other rights which it may have under general law or otherwise.

30. This Contract shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under this Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

DEFINITIONS

“Administrator”	means	the person named and designated as the Administrator through the registration process
“Applicable Laws”	means	all regional, national and international laws, rules, regulations and standards including those imposed by any governmental or regulatory authority and all applicable industry standards and standards determined by any self-regulatory body which apply from time to time to the person or activity in the circumstances in question
“Data Controller”	means	the party that determines the purposes and means of the processing of Personal Data
“Data Processor”	means	means the party that is Processing the Personal Data on behalf of the Data Controller
“Personal Data”	means	any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a

		name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person
"Personnel"	means	the employees, subcontractors, consultants, contractors, advisers, officers or similar of a party
"Processing" and "Process"	means	any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
Services	means	the service or services you have selected
"User"	means	each person to whom login details to an account are given

Schedule GDPR

In order for NATS to provide the Services under this Contract and for the term of this Contract, you (acting as the Data Controller) shall provide the following Personal Data to NATS, the Data Processor:

- personal and financial details; or*
- where you are a corporate entity, personal details referring to employees, contractors and other personnel.*

The Data Processor shall be entitled to Process the Personal Data in order to facilitate and manage the Parties' business relationship and to deliver the Services to you.