

Letter of Agreement

Between

NATS (En Route) PLC ("**NATS**")

And

The British Gliding Association



NATS

Effective Date: 31/05/2023
Review Date: 31/05/2025

NATS - PRIVATE

LETTER OF AGREEMENT

between

(1) NATS (En Route) PLC ("NATS")

4000 Parkway, Whiteley, Fareham, Hampshire PO15 7FL

Operating

Scottish Control (Prestwick) ("NATS Unit")

Prestwick Centre, Fresson Avenue, Prestwick, Ayrshire, KA9 2GX

And

(2) The British Gliding Association Ltd ("Airspace User")

8 Merus Court, Meridian Business Park, Leicester LE19 1RJ

Together referred to as "**the Parties**".

Effective Date: 31/05/2023

1 GENERAL

- 1.1 The purpose of this Letter of Agreement is to define the procedures to be applied between the Parties within the airspace as set out within Section 2 of this Agreement.
- 1.2 This Letter of Agreement permits the Airspace User operating as General Air Traffic to fly within the airspace as set out within Section 2 of this Agreement.
- 1.3 Access to the Airspace is granted to the Airspace User by NATS as the designated authority responsible for the airspace detailed in this Agreement, on the terms set out in this Letter of Agreement.
- 1.4 The signatories to this Agreement are accountable for ensuring that the obligations set out by the Procedures in this Agreement are met in full.

- 1.5 This Agreement shall start on the Effective Date and shall be reviewed every 2 years for safety and applicability.
- 1.6 The Civil Aviation Authority has authorised NATS to create and operate such airspace in accordance with this Letter of Agreement, either where segregated airspace in controlled airspace is established or other arrangements are put in place for the purposes of compliance with UK Reg (EU) 923/2012 (SERA 6001). Pilots are required to comply with UK VMC visibility and distance from cloud minima.

2 DESCRIPTION OF AIRSPACE

- 2.1 A map of the Airspace is contained in Annex A.
- 2.2 The lateral extent of the AMPIT Triangle is defined as being commensurate with the coordinates for Holyhead CTA 1 as defined and published in the UK AIP.
- 2.3 The vertical extent of the AMPIT Triangle area is designated base (FL145) to FL185 (dependent on ATC approval).
- 2.4 Any revision, to the lateral and vertical extent of the segregated airspace described above, including any temporary change, which would have the effect of increasing the lateral and/or vertical extent of the segregated airspace, additionally requires approval by the CAA (Safety and Airspace Regulation Group).

3 PROCEDURES

- 3.1 The procedures to be applied between the Parties, are detailed in the Annexes to this Letter of Agreement:

ANNEX A: Procedures

ANNEX B: Telephone Communications

ANNEX C: Abbreviations and Definitions

ANNEX D: Checklist

4 OPERATIONAL STATUS

- 4.1 All parties shall keep each other advised of any changes to operational facilities or any other matters which may affect the procedures specified in this Letter of Agreement.

5 REVISIONS

- 5.1 Any revision to the Letter of Agreement, excluding Annexes, requires the mutual written consent of the Letter of Agreement signatories or the successor to their position/roles and requires the Letter of Agreement to be re-signed.
- 5.2 Any revision to the Annexes of the Letter of Agreement requires the mutual written consent of the designated representatives of the signatories but does not require the Letter of Agreement to be re-signed.

6 DEVIATIONS

- 6.1 When necessary the appropriate Operational Supervisor(s) of the parties or responsible representative of the Airspace User may introduce, by mutual agreement, temporary modifications to the procedures laid down in the Annexes to the Letter of Agreement for a specific time period within the existing term of this Letter of Agreement.
- 6.2 Instances may arise where incidental deviations from the procedures specified in the Annexes to this Letter of Agreement may become necessary. Under these circumstances air traffic controllers are expected to exercise their best judgement to ensure the safety and efficiency of air traffic.

7 CANCELLATION

- 7.1 Cancellation of this Letter of Agreement by one of the signatories (or their successors) is possible at any time in relation to ongoing and significant safety related matters which have not been remedied within a reasonable period following regular consultation between the signatories.

8 INTERPRETATION AND SETTLEMENT OF DISPUTES

- 8.1 Should any doubt or diverging views arise regarding the interpretation of any provision of the present Letter of Agreement or in case of dispute regarding its application, the parties shall endeavour to reach a solution acceptable to them all.
- 8.2 Should no agreement be reached, each of the parties shall refer such dispute to the CAA for determination.


9 REQUESTING AN AMENDMENT TO THE LETTER OF AGREEMENT


- 9.1 It is the responsibility of the Airspace User to seek agreement from NATS to any amendment of this Letter of Agreement.
- 9.2 Where one of the parties wishes to amend the Letter of Agreement then they will send a written request to the other party no later than 3 months prior to the proposed amendment date.

10 REVIEWING THE LETTER OF AGREEMENT

- 10.1 It is the responsibility of all parties to review this Letter of Agreement at least every 2 years.
- 10.2 A review of the Letter of Agreement may be requested by any of the signatories and at any time.
- 10.3 When changes are made to the Letter of Agreement, the appropriate footer of either the main body or Annex affected will be updated. In addition, ANNEX D shall be updated to reflect the changes.

Scottish-BGA (AMPIT Triangle) LOA
SIGNATURE PAGE

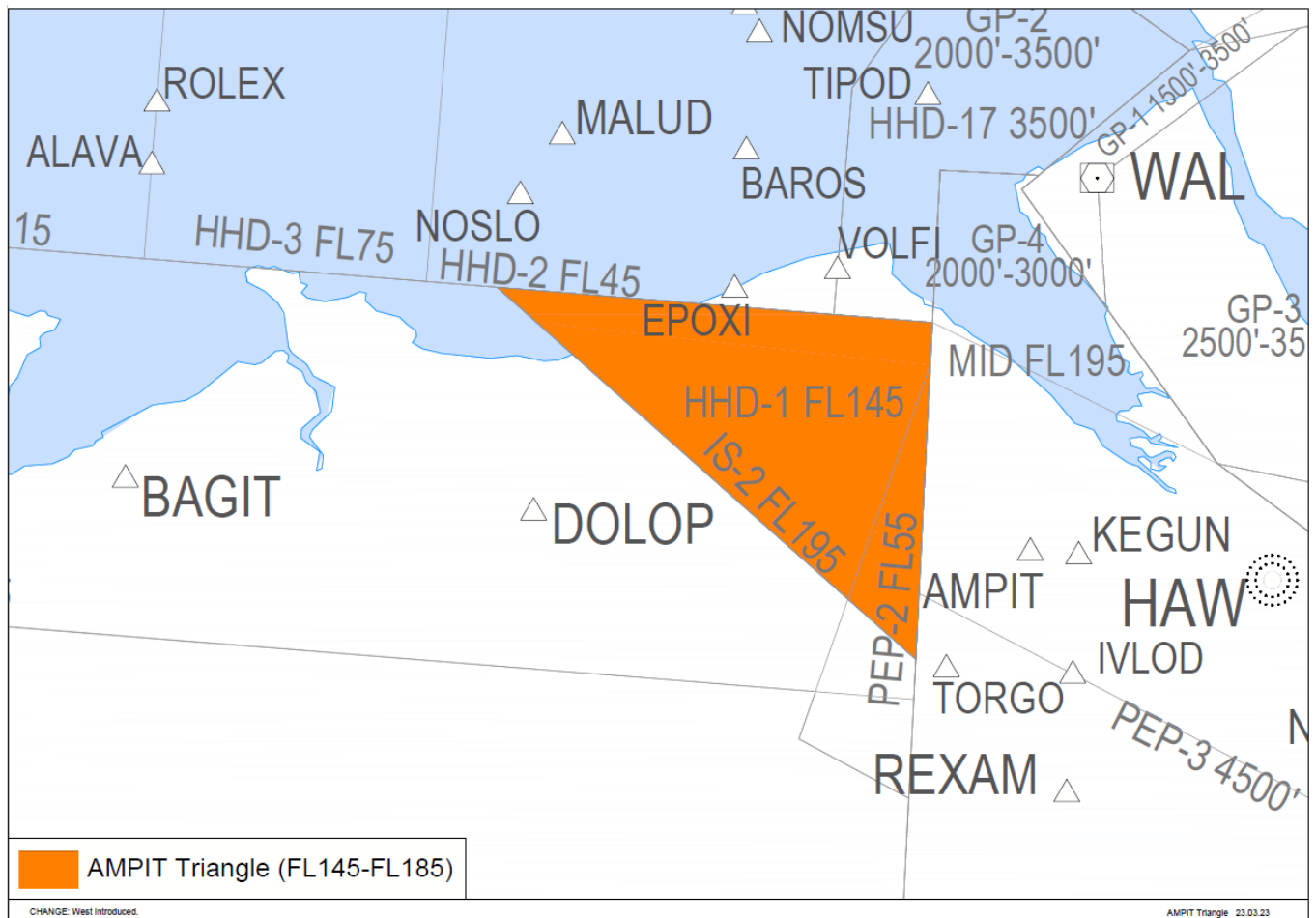
SIGNED	
Name: Paul Peers Position/Role: General Manager Unit: Scottish Control (Prestwick) NATS (En Route) PLC DATE: 26/5/23	

SIGNED	
Name: Peter Stratten Position/Role: Chief Executive Organisation: British Gliding Association DATE: 22 May 23	

ANNEX A
PROCEDURES

Effective: 31/05/2023

A.1 Map of the Airspace



A.2 Procedures

A.2.1 General

A.2.1.1 This Agreement is separate to the notification procedures for Non-SSR Gliding Areas (NSGA), as described in the UK AIP ENR 5.2 and ENR 6-63.

A.2.2 Eligibility

A.2.2.1 Pilots using the procedures in this LoA are to be members or affiliated members of the BGA operating from Denbigh Gliding, North Wales Gliding Club, Shropshire Soaring Group or Midland Gliding Club.

A.2.3 Activation of the AMPIT Triangle

- A.2.3.1 The agreement covering the AMPIT Triangle, as defined in Paragraph 2 of the Agreement, allows any of the organisations listed in A.2.2.1 to request the use of said airspace in accordance with the procedures stated in this agreement.
- A.2.3.2 The AMPIT Triangle is available to organisations listed in A.2.2.1 daily between 06:00 local and 30 minutes after sunset.
- A.2.3.3 The organisation(s) wishing to use the AMPIT Triangle (the 'Activating Club') will telephone the Scottish Control (Prestwick) Operations Supervisor to request the use of the AMPIT Triangle and specify up to what level they wish to operate and estimated activity times.
- A.2.3.4 The Activating Club(s) shall provide a contact number for use by the Scottish Control (Prestwick) Operations Supervisor. More than one organisation may request activation for a given period.
- A.2.3.5 Approval shall not be granted when particular types of Non-Standard, Non-Deviating, Unusual or Royal Flights are operating or at times of intense traffic levels. Additionally, approval shall not be granted when an emergency situation exists or when it is known that the airspace may be needed for an aircraft in emergency in the affected airspace. The reason for refusal should be passed to the Activation Club(s).
- A.2.3.6 If the Scottish Control (Prestwick) Operations Supervisor is unable to release the airspace immediately due to traffic loading or an aircraft in an emergency, they are to specify a time at which the Activating Club(s) may commence using the AMPIT Triangle.
- A.2.3.7 Scottish Control (Prestwick) shall provide standard separation between all other airspace users which are operating as General Air Traffic (GAT) within the associated CTA and the active gliding area, i.e. 5nm horizontal or 1000ft vertically above. Glider pilots operating within the area are responsible for providing their own separation from other gliders operating in the relevant airspace.
- A.2.3.8 The organisation(s) using the AMPIT Triangle will advise the Scottish Control (Prestwick) Operations Supervisor should gliding activity within the AMPIT Triangle cease prior to Sunset + 30 minutes.

A.2.4 Military Interaction

- A.2.4.1 Once the Scottish Control (Prestwick) Operations Supervisor has approved activation of the AMPIT Triangle they shall inform the 78 Squadron, Swanwick (Military) West Supervisor and BAE Systems Warton of the activation, stating the levels and activity time. The 78 Squadron, Swanwick (Military) West Supervisor will ensure dissemination to the appropriate military ATC staff.
- A.2.4.2 On completion of the activation, the Scottish Control (Prestwick) Operations Supervisor is to inform the 78 Squadron, Swanwick (Military) West Supervisor and BAE Systems Warton.

A.3 Emergencies

- A.3.1 There may be instances, such as emergency, when the IFR traffic may be required to transit the AMPIT Triangle. In such circumstances the Scottish Control (Prestwick) Operations Supervisor shall endeavour to close the AMPIT Triangle through telephone on the contact number provided at the time of activation and through relayed transmissions on 130.105 MHz. In emergency situations, the Activating Club(s) may be contacted and asked to make best efforts to instruct gliders to leave the AMPIT Triangle by the most expedient means available.
- A.3.2 In the event that it is not possible to vacate the airspace in the time required by ATC, the Scottish Control (Prestwick) Operations Supervisor may request position and level information (if known) from the Duty Pilot or Instructor to enable essential traffic information to be passed to both parties.

A.4 Radio Failure

- A.4.1 Glider pilots operating in the AMPIT Triangle are required to listen out on the gliding frequency of 130.105MHz for any instructions relating to its availability and use.
- A.4.2 If a pilot in the designated area becomes aware that their radio is not functioning correctly, they are to vacate the AMPIT Triangle as expeditiously as possible.

ANNEX B

TELEPHONE COMMUNICATIONS

Effective: 31/05/2023

ORGANISATION	TELEPHONE NUMBER/S
Scottish Control (Prestwick) Operations Supervisor	01294 655 300 or 01294 655 301
78 Squadron, Swanwick (Military) West Supervisor	01489 612 417
Denbigh Gliding	TBC at time of activation
North Wales Gliding Club	TBC at time of activation
Shropshire Soaring Club	01939 232 882
Midland Gliding Club	TBC at time of activation

ANNEX C

ACRONYMS AND DEFINITIONS

Effective: 31/05/2023

ACRONYM	DEFINITION
BGA	British Gliding Association
CTA	Control Area
GAT	General Air Traffic All flights conducted in accordance with the rules and procedures of ICAO and/or the national civil aviation regulations and legislation. <i>Note. GAT can include military flights for which ICAO rules and procedures satisfy entirely their operational requirements.</i>
IFR	IFR means the symbol used to designate the instrument flight rules
OAT	Operational Air Traffic All flights which do not comply with the provisions stated for GAT and for which rules and procedures have been specified by appropriate authorities. <i>Note. OAT can include civil flights such as test-flights, which require some deviation from ICAO rules to satisfy their operational requirements.</i>

ANNEX D

CHECKLIST

Effective: 31/05/2023

SECTION	EFFECTIVE DATE	REVIEW DUE BY
Front Part	31/05/2023	31/05/2025
Annex A	31/05/2023	31/05/2025
Annex B	31/05/2023	31/05/2025
Annex C	31/05/2023	31/05/2025
Annex D	31/05/2023	31/05/2025



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