

Letter of Agreement

Between

NATS (En Route) PLC

And

British Gliding Association (BGA), Cairngorm Gliding Club

And

Highland and Islands Airports Ltd

The NATS logo is displayed in a bold, italicized, blue sans-serif font. A large, light blue decorative swoosh graphic starts from the left edge of the page and curves downwards and to the right, ending near the bottom right corner.

Effective Date: 23/02/2024
Review Date: 23/02/2026

NATS - PRIVATE

LETTER OF AGREEMENT

between

(1) NATS (En Route) PLC (“NATS”)

4000 Parkway, Whiteley, Fareham, Hampshire PO15 7FL

Airspace operated by

Scottish Control (Prestwick) (“NATS Unit”)

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

and

(2) **British Gliding Association (BGA), Cairngorm Gliding Club** (“Airspace User”)

Blackmill Airstrip, Feshiebridge, Kingussie, PH21 1NG

And

(3) **Highland and Island Airports Ltd**

Inverness Airport, Inverness, IV2 7JB

Together referred to as “**the Parties**”.

Effective Date: 23/02/2024

1 GENERAL

- 1.1 The purpose of this Letter of Agreement is to define the co-ordination procedures to be applied between NATS and the Airspace User, to permit the Airspace User operating as General Air Traffic to fly within the airspace as set out within Section 2 of this Agreement.
- 1.2 The signatories to this Agreement are accountable for ensuring that the obligations set out by the Procedures in this Agreement are met in full.

- 1.3 This Agreement shall start on the Effective Date and shall be reviewed every 2 years for safety and applicability.
- 1.4 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 GUSSEI Box is GUSSEI to 15nm south of GUSSEI defined by the following coordinates:
- 571230.912N 0040348.178W - 571206.686N 0035820.254W –
565716.604N 0040203.099W - 565740.828N 0040728.849W.
- 2.3 The vertical extent of the GUSSEI Box is from the base of the CTA to FL190.
- 2.4 Delegation of ATS from Scottish AC (Prestwick) to Inverness:
- 2.4.1 When Inverness Radar is operational, the delegation of the responsibility for the Provision of ATS From Scottish AC (Prestwick) to Inverness is as described below and shown on the map A.1.1.1.
- MORAY CTA 7/8/10 (including ATS Route N560) between 10NM north of INBAS to 10NM north-east of CHINN.
- Vertical Limits: At and below FL130
- Airspace classification: Class E+TMZ
- 2.5 Any revision to the lateral and vertical extent of the segregated airspace described above, additionally requires approval by the CAA (Safety and Airspace Regulation Group).

3 PROCEDURES

- 3.1 The procedures to be applied between NATS and the Airspace User, 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 the Appendix and Annexes, requires the mutual written consent of the Letter of Agreement signatories or the successor to their position/roles and requires the LoA to be re-signed.
- 5.2
- 5.3 Any revision to the Appendix and/or Annexes of the Letter of Agreement requires the mutual written consent of the designated representatives of the signatories but does not require the LoA to be re-signed.

6 DEVIATIONS

- 6.1 When necessary the appropriate Operational Supervisor(s) and 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 If applicable, where segregated airspace in controlled airspace is required any temporary change which would have the effect of increasing the lateral and/or vertical extent of the segregated airspace requires prior approval by the CAA (Safety and Airspace Regulation Group).
- 6.3 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 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. It is the responsibility of Airspace User to seek NATS' agreement to any amendment of this Letter of Agreement.

9.2 Where the Airspace User wishes to amend the Letter of Agreement with NATS for access to the Airspace then the Airspace User will send a written request to the NATS unit no later than 3 months' notice 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 LoA, the appropriate footer of either the main body, Appendix or Annex affected will be updated. In addition, Annex D shall be updated to reflect the changes.

[Title]
SIGNATURE PAGE

SIGNED	
Name: Paul Peers Position/Role: General Manager Unit: Scottish Control (Prestwick) NATS (En Route) PLC DATE: 11/01/2024	

SIGNED	
Name: Stewart Adams Position/Role: CEO Organisation: HIAL DATE: 16/01/24	

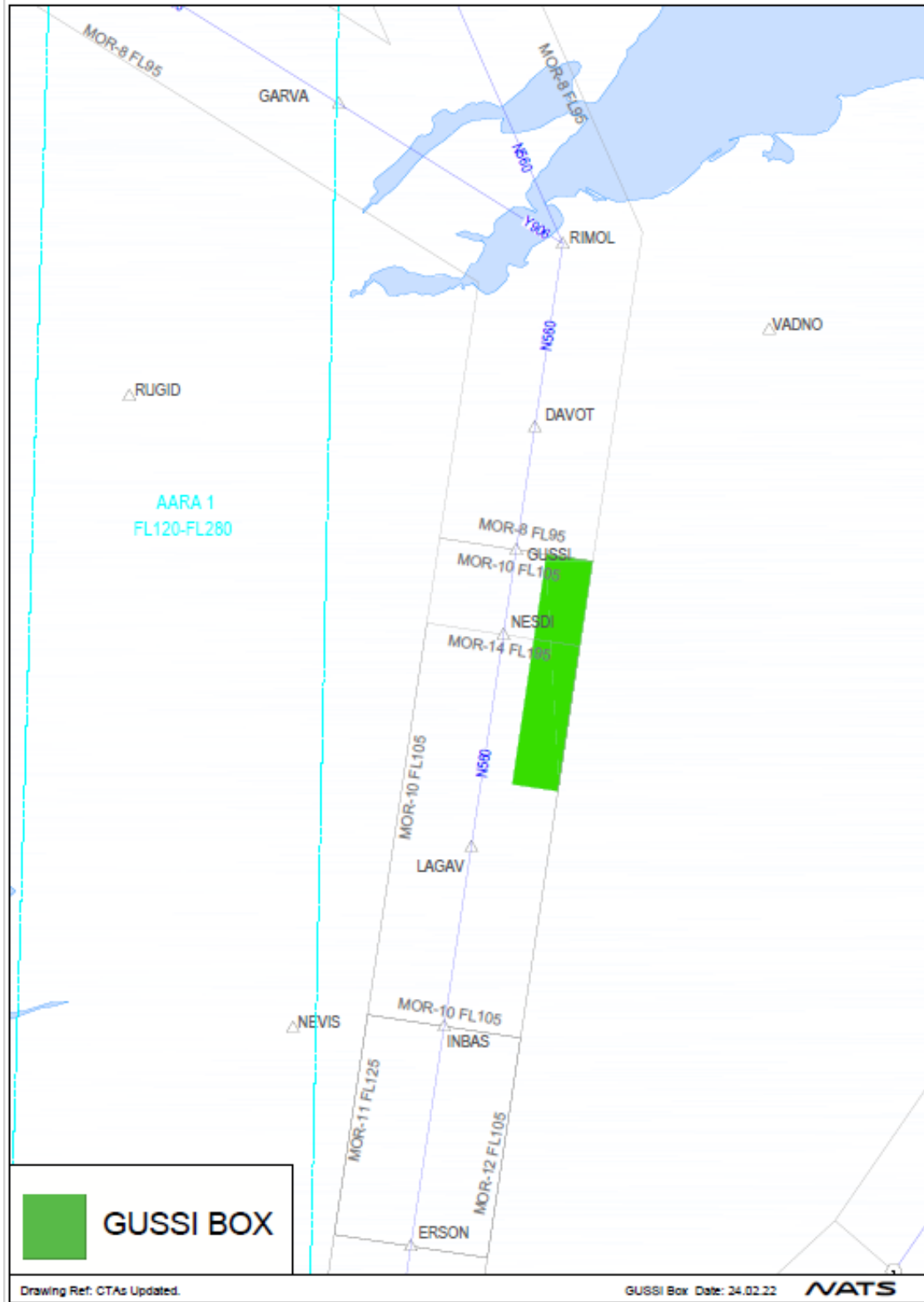
SIGNED	
Name: P Stratten Position/Role: Chair of the BGA Committee Organisation: British Gliding Association DATE: 12/01/24	

ANNEX A

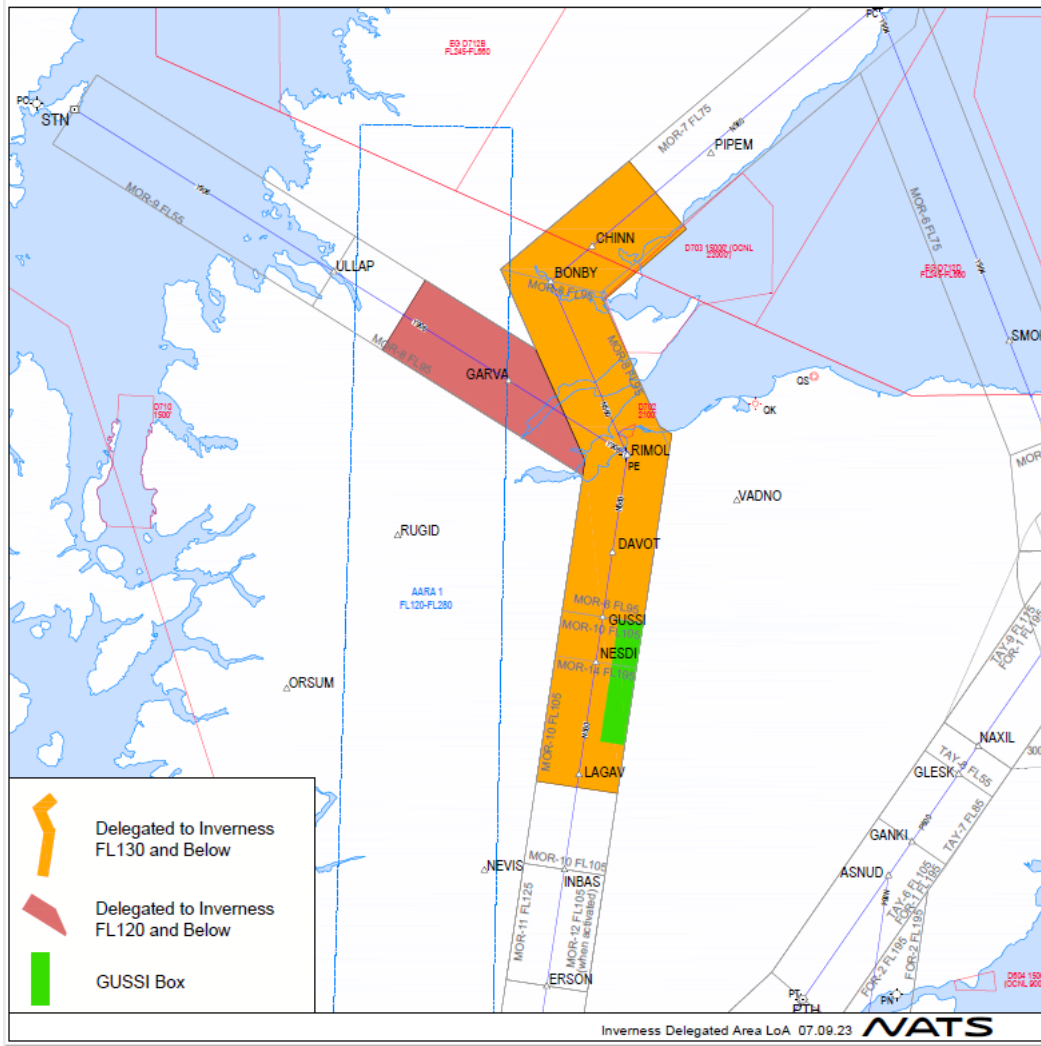
PROCEDURES

Effective: 23/02/2024

A.1 Map of the Airspace



A.1.1.1 Delegation of ATS from Scottish AC (Prestwick) to Inverness Radar



A.2 Procedures

A.2.1 General

- A.2.1.1 Pilots using the procedures in this LoA are to be members or affiliated members of the BGA operating from the CGC site at Feshiebridge.
- A.2.1.2 Failure of a party or individual to comply with the conditions specified in the LoA may result in the withdrawal of the privileges of the LoA from that party or individual.

A.2.2 Pilot Brief

- A.2.2.1 The CGC shall undertake to ensure that pilots using these procedures are adequately briefed, and appropriately equipped to comply with the LoA.
- A.2.2.2 In particular, the CFI CGC shall, on behalf of the BGA, ensure that pilots using the provisions of this LoA are suitably trained and equipped to ensure that their navigation performance allows them to remain within the defined airspace (GUSSI Box) detailed at Para 2 of this LoA.
- A.2.2.3 Pilots are responsible for ensuring that they have been briefed before they make use of the provisions of this LoA.

A.2.3 Activation

A.2.3.1 The GUSI Box may be activated on Saturday and Sundays between sunrise and sunset. Sunrise and sunset times are accessed using the website referenced in AIP GEN section Specific start and end times shall be agreed with the CGC representative.

During activation the classification of controlled airspace remains Class E with TMZ.

A.2.3.2 If weather conditions are such that gliders from CGC wish to access the GUSI Box, the CGC will contact the PC OS to request activation. Once approved, the box shall remain active until notified by the CGC that the last glider has vacated the box.

A.2.3.3 Approval may not be granted when any of the following activities are notified to take place within the GUSI area or which may restrict PC sector operations:

- Royal Flights,
- Non-Deviating status flights,
- Any unusual activity as determined by the OS,
- Air to Air Refuelling operations within Area 1 where the refuelling block is below FL210,

The reason for refusal should be passed to the CGC pilot and recorded in the ATC log.

A.2.3.4 PC OS shall notify Inverness ATC, Swanwick (Mil) and the appropriate PC Sectors of activation of the GUSI Box.

A.2.3.5 CGC shall advise the PC OS when the Box has been vacated by CGC gliders and flying within the area is complete. The PC OS shall inform Inverness ATC, Swanwick (Mil) and the appropriate PC Sectors.

A.2.4 Operation of the GUSI Box

A.2.4.1 IFR aircraft are not restricted from entering the GUSI Box but should not be encouraged to do so.

A.2.4.2 Controllers are not required to provide navigational assistance to pilots to avoid the GUSI Box unless requested. The GUSI Box is promulgated in the UK AIP.

A.2.4.3 Whilst the GUSI Box is activated IFR aircraft shall not be permitted to hold at GUSI.

A.2.4.4 PC Sector controllers or Inverness ATC, as appropriate during ATS delegation, shall provide traffic information to IFR airspace users which are operating as GAT within Moray CTA 10 adjacent to the activated GUSI Box.

A.2.4.5 The CAA has determined that such information to pilots and the VFR usage of the GUSI Box mitigates the requirement for application of the CAA Safety Buffer Policy.

A.2.4.6 Traffic information may be passed to VFR aircraft receiving an ATS and operating in the vicinity of the GUSI box.

A.2.4.7 Glider pilots operating within the area are responsible for maintaining safe distances from other gliders and aircraft operating in Class C/E airspace.

A.3 Aircraft Equipment

A.3.1 Transponder Equipment/Radio Telephony

- A.3.1.1 When activated, Pilots intending to operate in the GUSSEI Box must ensure the glider is fitted with serviceable radio equipment which is capable of continuous RTF reception and transmission with CGC Feshiebridge on 130.105Mhz.
- A.3.1.2 Gliders utilising the GUSSEI Box shall be equipped with a functioning moving map facility.
- A.3.1.3 Pilots intending to operate in the activated GUSSEI Box are not required to be transponder equipped or be in R/T communication with PC Westcoast sector.

A.4 Radio Failure

- A.4.1 Pilots who experience actual or suspected Radio Failure shall not enter the area.
- A.4.2 Pilots operating within the areas who experience actual or suspected Radio Failure shall ensure that they vacate the box at the earliest opportunity.

A.5 Emergencies

- A.5.1 In emergency situations, PC OS may contact the CGC to request that the area be vacated by all gliders. In such circumstances CGC shall notify PC OS once the area is vacated by CGC glider.

A.6 Records

- A.6.1 PC OS, Inverness ATC and the CGC will keep records of the activations requested, granted or refused to provide the means for statistical analysis of crossing area operations.
- A.6.2 The CFI CGC shall keep relevant records of all pilots briefed and authorised to use these procedures, in particular the name and date of briefing.

ANNEX B

TELEPHONE COMMUNICATIONS

Effective: 23/02/2024

ORGANISATION	TELEPHONE NUMBER/S
Scottish Control (Prestwick) Operations Supervisor (PC OS)	01294 655300 or 01294 655301
CFI, CGC	07814 827599
CGC Clubhouse	01540 651317
Launch-Point mobile number	07847 214551
Prestwick ATM Procedures	PCOps@nats.co.uk

ANNEX C

ACRONYMS AND DEFINITIONS

Effective: 23/02/2024

ACRONYM	DEFINITION
ATC	Air Traffic Control
ATS	Air Traffic Services
BGA	British Gliding Association
CAA	Civil Aviation Authority
CAS	Controlled Airspace
CFI	Chief Flying Instructor
CGC	Cairngorms Flying Club
CTA	Control Area
FL	Flight Level
GAT	<p>General Air Traffic</p> <p>All flights conducted in accordance with the rules and procedures of ICAO and/or the national civil aviation regulations and legislation.</p> <p><i>Note. GAT can include military flights for which ICAO rules and procedures satisfy entirely their operational requirements.</i></p>
IFR	Instrument Flight Rules
LoA	Letter of Agreement
NATS	National Air Traffic Services
NSGA	Non-SSR Gliding Area
OAT	<p>Operational Air Traffic</p> <p>All flights which do not comply with the provisions stated for GAT and for which rules and procedures have been specified by appropriate authorities.</p> <p><i>Note. OAT can include civil flights such as test-flights, which require some deviation from ICAO rules to satisfy their operational requirements.</i></p>

PC	Prestwick Centre
OS	Operational Supervisor
SERA	Standard European Rules of the Air
TMZ	Transponder Mandatory Zone
VFR	Visual Flight Rules
VMC	Visual Meteorological Conditions

ANNEX D
CHECKLIST

Effective: 23/02/2024

SECTION	EFFECTIVE DATE	REVIEW DUE BY
Front Part	23/02/2024	23/02/2026
Annex A	23/02/2024	23/02/2026
Annex B	23/02/2024	23/02/2026
Annex C	23/02/2024	23/02/2026
Annex D	23/02/2024	23/02/2026