



**SERVICES AGREEMENT**

**("The Agreement")**

**For the Provision of a  
Mobile Connectivity Facility**

Between

**Hartpury University ("Hartpury")**

Hartpury House  
Hartpury  
Gloucestershire GL19 3BE

And

**Jet Connectivity**

West Point  
Mucklow Office Park  
Mucklow Hill  
Halesowen  
B62 8DY

**together referred to as "The Parties"**

**Dated 19<sup>th</sup> August 2024**

## **BACKGROUND**

- I. Hartpury issued an Invitation to Tender (ITT) and associated Specification documentation dated 26th June 2024.
- II. *Jet Connectivity* outlined its proposal to provide the services described in the ITT in its Tender Response 22<sup>nd</sup> July 2024 and supporting documentation described therein (Proposal).
- III. Hartpury, under cover of its e-mail confirmation dated 26<sup>th</sup> July 2024, has accepted the Jet Connectivity Proposal subject to the terms of this Agreement. The above referenced ITT and Proposal documentation (Appendix B) shall be deemed to be incorporated into this Agreement, subject to the terms set out below.
- IV. The Parties agreed to commence work through an inception meeting on 5<sup>th</sup> August 2024

## **1. TERM**

Jet Connectivity shall provide the Services to Hartpury from 5th August 2024 until 31<sup>st</sup> March 2025 unless otherwise provided in this Agreement. The Agreement may be extended by an agreed variation in writing as allowed for in Clause 14 below.

## **2. SERVICES**

2.1 Jet Connectivity shall use its best endeavours to promote the interests of Hartpury and, unless prevented by ill health or accident, during the duration of the contract to carry out the Services as the supplier of the Mobile Connectivity Facility, supporting delivery of the Rural Industries Advanced Wireless Connectivity (AWC) Project (the Services) within the River Severn Partnership Advanced Wireless Innovation Region (RSPAWIR) Programme.

The Services are set out more fully in the ITT and Proposal documentation but are summarised below:

### **Phase 1 – Initial Delivery**

- An initial delivery support phase will be satisfied by the loan of JET equipment and bespoke event support to deliver the required initial capability using JET loaned hardware and staff support to setup a “bench ready” configuration. The Initial delivery will be supplied with all necessary power and connectivity including cabling and will support the initial capability for early events scheduled in August 2024.
- The precise scope and capability of this initial phase is fully detailed in the Jet Connectivity Proposal but will include a Starlink terminal which Hartpury can then licence as they require.

### **Phase 2 – Mobile Portable Solution**

- The second phase will focus on providing a hardware configuration which can be transported on a trailer-based platform which can be towed by a car/truck/SUV. This phase will deliver the full capability mobile solution

specified by 2<sup>nd</sup> September 2024, assuming a 1<sup>st</sup> of August 2024 contract award. The precise scope and capability of this second phase is fully detailed in the Jet Connectivity Proposal, but will allow coverage of up to 1KM radius, in normal deployment circumstances.

- Service support with nexGworx and Jet Connectivity support will be available between 0830 and 1700 Monday to Friday. Show support at weekends is also covered for planned events.
- The proposed configuration will be mounted to a trailer which will provide mobility/portability to transport the equipment to the different events which Hartpury University plans to attend.
- Responsibility for the transport of equipment to events will be agreed in advance of event days.
- The Mobile Portable solution will be setup and supported by the nexGworx team at events currently expected to run between 7th September 2024 and 31st March 2025 and will support the use case execution for the contract duration.
- Further features of the solution could be included at additional cost, including more 5G hardware to provide broader coverage, plus a Hydrogen Fuel Cell and an option of a tethered drone.
- For the Mobile Portable Solution, Jet Connectivity will provide local gateway mounting on the mast secured to the trailer, cabling for power connectivity and connections to Jet Connectivity hardware, plus a local private LoRaWAN gateway which has been integrated with Jet Connectivity hardware and its software interface.
- The Jet Connectivity delivered 5G router will provide local Wi-Fi and ethernet connectivity local to the mobile trailer.
- Jet Connectivity will work with delivery partner nexGworx to offer the required support services based on the planned programme of roadshow and demonstration events. The event support will be led by nexGworx with full technical back up from Jet Connectivity, as required. Service support detail is outlined in the Jet Connectivity Proposal.
- Resources have been identified and will be engaged on the necessary planning and co-ordination activities with immediate effect following contract award, targeted on a programme start at the DIF from early September 2024.

2.2 If Jet Connectivity are unable to provide the Services due to illness or injury, Jet Connectivity shall notify the Hartpury Project Manager as soon as reasonably practicable and provide Hartpury with such evidence as it may require.

2.3 With Hartpury's prior written approval and subject to the following proviso, Jet Connectivity may appoint suitably qualified representatives and or associates to perform the Services on Jet Connectivity's behalf, provided that such representatives and or associates shall be required to enter into direct undertakings with Hartpury, with regard to confidentiality. Hartpury will continue to pay Jet Connectivity fees as provided in clause 3.1 below and Jet Connectivity shall be responsible for the remuneration of (and any

expenses incurred by) its representatives and associates. For the avoidance of doubt, Jet Connectivity will not be paid for any period during which Jet Connectivity does not provide the Services.

2.4 Jet Connectivity has no authority (and shall not hold itself out as having authority) to bind Hartpury, unless Hartpury has specifically permitted this in writing.

### **3. FEES AND EXPENSES**

3.1 Jet Connectivity shall submit invoices to the Project Manager, on a monthly basis, starting 31<sup>st</sup> August followed by 7 monthly invoices, on the last day of each calendar month, setting out the services delivered during the preceding month and any value added tax payable (if applicable). Hartpury will pay such invoices in accordance with its normal terms of settlement and where possible by the last working day of the following month. A payment schedule (Appendix A) will be agreed by 16<sup>th</sup> August 2024.

3.2 The agreed contract value is a fixed price of £139,121 inclusive of VAT plus any agreed expenses, payable at 0.45p per mile for mileage (plus VAT) and up to a maximum of £50.00 per day (plus VAT), without pre-authorisation from the Project Management Office and unless varied by written agreement of the Parties.

3.3 Hartpury is entitled to deduct from any monies payable to Jet Connectivity any sums that Jet Connectivity may owe Hartpury at any time.

### **4. OTHER ACTIVITIES**

4.1 Jet Connectivity may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place Jet Connectivity in a conflict of interest with Hartpury. However, Jet Connectivity may not be involved in any capacity with a business which does or could compete with the business of Hartpury, and is reasonably perceived to create a conflict of interest with Jet Connectivity's role in delivering the Services, without Hartpury's prior written consent.

### **5. CONFIDENTIAL INFORMATION**

5.1 Jet Connectivity shall not use or disclose to any person, either during or at any time after the engagement by Hartpury, any confidential information about the business or affairs of Hartpury or any of its business contacts, or about any other matters which may come to Jet Connectivity's knowledge in the course of providing the Services. For the purposes of this clause 5, confidential information means any information or matter which is not in the public domain and which relates to the affairs of Hartpury or any of its business contacts.

5.2 The restriction in clause 5.1 does not apply to:

- (a) any use or disclosure authorised by Hartpury or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through Jet Connectivity's unauthorised disclosure.

### **6. DATA PROTECTION**

6.1 Jet Connectivity gives consent to Hartpury holding and processing data necessary for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 2018 relating to Jet Connectivity representatives or associates including, as appropriate; racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal

opportunities legislation; and information relating to any criminal proceedings in which they have been involved in for insurance purposes and in order to comply with legal requirements and obligations to third parties.

6.2 Jet Connectivity consents to Hartpury making such information available to those who provide products or services to Hartpury (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Hartpury or any part of its business.

## **7. INTELLECTUAL PROPERTY**

7.1 For the avoidance of doubt, any background IPRs remain the exclusive property of the party owning them.

7.2 Jet Connectivity hereby grants a non-exclusive, non-transferable, royalty-free, irrevocable licence for Hartpury to use the IP created during the contract.

## **8. INSURANCE AND LIABILITY**

8.1 Jet Connectivity agree to maintain in force during the Term full and comprehensive public and professional indemnity insurance and employer's liability insurance, as set out and evidenced in the Proposal documentation (the Insurance Policies) in respect of the provision of the Services.

8.2 Jet Connectivity shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if Jet Connectivity become aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, Jet Connectivity shall notify Hartpury without delay.

## **9. TERMINATION**

9.1 Hartpury may at any time terminate this agreement with immediate effect with no liability to make any further payment to Jet Connectivity (other than in respect of any accrued fees at the date of termination) if:

Jet Connectivity are in material breach of any of its obligations under this agreement and does not remedy such material breach within 30 days of being notified by Hartpury or;

other than as a result of illness or accident, after notice in writing, Jet Connectivity willfully neglect to provide or fail to remedy any default in providing the Services.

9.2 Any delay by Hartpury in exercising its rights to terminate shall not constitute a waiver thereof.

## **10. OBLIGATIONS UPON TERMINATION**

10.1 Hartpury property in Jet Connectivity's possession and any original or copy documents obtained by Jet Connectivity, in the course of providing the Services, shall be returned to the Head of Projects and Business Engagement (Agriculture) at any time on request and in any event prior to the termination of this agreement. Jet Connectivity also undertake to irretrievably delete any information relating to the business of Hartpury stored on any magnetic or optical disk or memory and all matter derived from

such sources which is in their possession or under Jet Connectivity's control outside the premises of Hartpury.

## **11. STATUS**

11.1 Jet Connectivity is an independent contractor and nothing in this agreement shall render Jet Connectivity as an employee, worker, agent or partner of Hartpury and Jet Connectivity shall not hold itself out as such.

11.2 Jet Connectivity shall be fully responsible for and indemnify Hartpury against any liability, assessment or claim for:

taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law;

any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by Jet Connectivity or any representative against Hartpury arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of Hartpury.

11.3 Hartpury may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Jet Connectivity with prior notice.

## **12. DISCLOSURE AND BARRING CHECKS**

12.1 If deemed relevant, this contract may be subject to clearance with the Disclosure and Barring Service in connection with the Protection of Children and Young Persons.

## **13. EQUALITY & DIVERSITY**

13.1 Jet Connectivity shall comply with any applicable anti-discrimination legislation in accordance with Hartpury's relevant policies, as may be amended from time to time, whilst undertaking the services provided to Hartpury as detailed in this agreement.

## **14. SAFEGUARDING AND CHILD PROTECTION**

14.1 Hartpury recognises that it has a statutory and moral duty to ensure that it safeguards and promotes the welfare of young people and vulnerable adults receiving education and training at Hartpury. It is the responsibility of everyone conducting business at Hartpury to protect young people and vulnerable adults and there are procedures in place to minimise risk and ensure appropriate action is taken should abuse be suspected.

14.2 Consequently, please find enclosed Hartpury's Child Protection and Safeguarding Policy and Procedures. Please also find enclosed the Code of Professional Conduct, the Guidelines on Professional Boundaries, Keeping Children Safe in Education and the ICT Acceptable Use Policy. Please ensure all Jet Connectivity personnel are familiar with these procedures.

## **15. VARIATION AND THIRD PARTY RIGHTS**

15.1 This Agreement may only be varied by a document signed by both Jet Connectivity and Hartpury.


15.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no party other than Jet Connectivity and Hartpury shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or this Agreement may be rescinded (in each case), without the consent of any third party.


**16. APPLICABLE LAW**

16.1 This Agreement will be governed by English law, and the English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

**SIGNATURES**

The Parties hereby confirm agreement to the conditions set out above.

Signed: ..... ..... Date: 12/08/2024.....  
**JAMES THOMAS (Chief Executive Officer) on behalf of Jet Connectivity**

Signed: ..... ..... Date: 19th August 2024  
**MICK AXTELL (Chief Operations Officer) on behalf of Hartpury University**

## APPENDIX A

### Payment Schedule

Milestone No.	Description and Acceptance Criteria	Delivery Date (estimated)	Value (%)*
1	<b>Loan Equipment Configured and Set to Work.</b> - Loan Equipment provisioned, configured and set to work. nexGworx trained on setup and operation.	06/08/2024	40% / £46,374
2	<b>Mobile Connectivity Facility Manufactured and Set to Work.</b> - Equipment provisioned, configured and set to work. nexGworx trained on setup and operation.	02/09/2024	30% / £34,780
3	<b>50% of DIF and or Events Completed</b> - either when 50% number of events reached, or 50% of DIF use cases completed or estimated delivery date is met.	30/11/2024	15% / £17,390
4	<b>100% of DIF and or events completed</b> when all DIF use cases completed or max number of events reached (8 events) or end date of 31/03/2025 is reached).	31/03/2025	15% / £17,390

(\*£ values are ex VAT)

## APPENDIX B

### Proposal Documentation