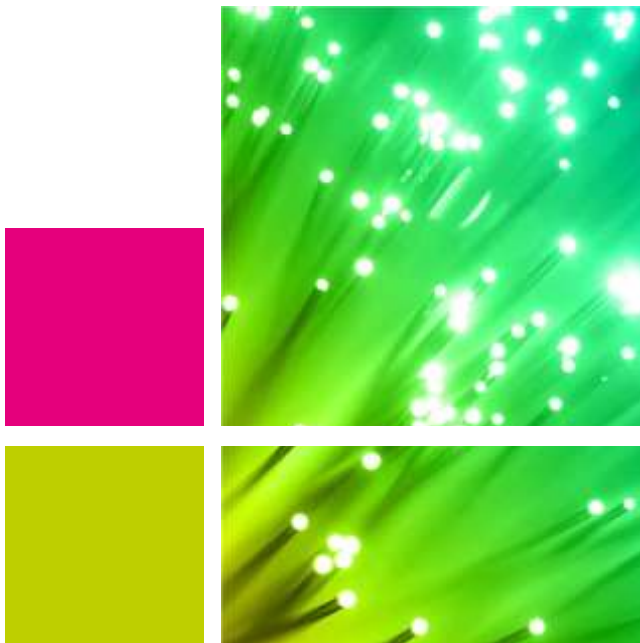




Department for
Digital, Culture,
Media & Sport

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**GIGABIT BROADBAND
VOUCHER SCHEME**



Beneficiary Terms & Conditions

Gigabit Broadband Voucher Scheme

23/05/2018

Version 3.1




Terms and Conditions

The following terms and conditions apply to this offer of a **Gigabit Broadband Voucher** under the Gigabit Broadband Voucher Scheme (the **Scheme**). In these terms "we" and "us" refers to the Department for Digital, Culture, Media and Sport (**DCMS**) and "you" refers to the relevant SME or residential beneficiary (where applicable).

For existing beneficiaries under the Wave 1 Market Test Phase of the Scheme the version of the terms and conditions that the beneficiaries agreed to under that phase of the Scheme will continue to apply for all future phases of the Scheme to the extent applicable. This version of the terms and conditions will apply to all new beneficiaries.

1. About my connection:

- i. In order to qualify for a voucher grant, you must take a new broadband connection which meets the Scheme rules agreed to by your supplier and which are available from <https://gigabitvoucher.culture.gov.uk>. In addition, it must at least double your current broadband speed – for further details please see the section on Connectivity Requirements below.
- ii. The contract for service that you enter into with your chosen supplier must be for a minimum of 12 months of which at least 6 months must be fully paid by you.
- iii. If you are a SME which operates from multiple locations you may use a voucher to support the cost of more than one connection up to the Scheme's maximum voucher value (£3,000). Vouchers may **only** be used for eligible connections at premises from which you actively trade or (in the case of residential beneficiaries) reside. This may be your registered office and/or trading address(es) in the case of SME beneficiaries.
- iv. Where multiple businesses operate from the same location, we reserve the right to limit the number of voucher beneficiaries in the premise to one.
- v. We reserve the right to stop issuing vouchers at any time before 31 March 2021 (when the Scheme will end).
- vi. When you agree to take a new connection from your supplier supported by a voucher, your supplier must send us a request for a voucher on your behalf using the online portal provided by the Scheme. You must agree within 28 days by responding to an email we will send to the email address you provide to your supplier. If you do not give your agreement within this time your supplier's request for a voucher on your behalf may be cancelled.
- vii. Your new connection must be installed within 12 months of the offer of a voucher. If your supplier is not able to deliver your new connection by this date then the voucher will expire and the grant will be no longer be available. We accept no liability for the costs of connections which are not delivered within 12 months of the offer of a voucher.
- viii. The contract for service you have accepted with your chosen supplier is in no way affected by the offer of a voucher or its issue or non-issue in accordance with these terms and conditions.
- ix. Residents may only participate in the Scheme and benefit from vouchers where they are part of projects agreed by us under which SMEs are the principal financial beneficiaries. For




the purpose of the Scheme "**resident**" means a beneficiary in the UK who is not an enterprise.

2. About payment of my voucher

- i.** Payment for vouchers will be made directly to your supplier, not to you or your business/organisation. Your supplier will notify us when your connection has been delivered. We will check with you that the connection has been delivered before we pay your supplier. You will be required to make a declaration that the new service has been installed and is performing as expected. If you do not make this declaration, we will not be able to pay your voucher.
- ii.** The voucher cannot be used to pay VAT. The voucher cannot be used to support any on-going costs following the installation of your connection.
- iii.** We have agreed with your supplier that the voucher has a maximum value which can be claimed against the installation charges of your connection. The maximum voucher value for an SME is £3,000 and the minimum value is £500. If your installation charges are above £3,000, then you will be liable for paying the difference to the supplier. If the installation cost falls below £500 your connection will not be eligible for voucher support. Where applicable, residential vouchers will have a value of £500.
- iv.** Vouchers are for one-off installation and set-up costs only, as agreed with your supplier. These costs may include installation fees; external infrastructure equipment; excess construction charges and engineering works; and set-up and survey costs. All registered suppliers have signed up to a set of terms and conditions which clearly set out what installation costs are eligible or ineligible under the terms of the Scheme.
- v.** Computer and ICT equipment cannot be claimed for under the Scheme, nor can revenue charges for storage/back-up/application usage such as those made available through cloud services.
- vi.** You cannot benefit from a voucher to support the costs of a connection you already have or to replace a connection which is already gigabit capable. Anything you spend before the date of your voucher offer cannot be claimed back.
- vii.** The Scheme cannot pay for any cancellation charges incurred either for early termination of an existing contract or for cancellation charges associated with a supplier offer that you choose not to accept.

3. About my declaration

- i.** You are responsible for providing as soon as is practicable all the information reasonably requested by us or the local body for your area concerning the Scheme, including any additional information that may be necessary for the purposes of processing your voucher or deciding on your award amount or your eligibility. If you do not respond to any reasonable request for information **within 14 days** we may decide to withdraw the offer of a voucher.

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- ii. You are responsible for checking that you meet the eligibility requirements for the Scheme. You will be asked to self-certify that you meet the SME definition criteria¹ (where applicable) and are eligible to receive funding under the De Minimis Regulation.²
 - iii. If required to do so you must provide evidence of your status as a SME or sole trader. Documentation we will accept includes: VAT registration; Charity Registration: HMRC notification; sole trader UTR number; certification of incorporation (Limited Companies); business bank account statement issued within the last three months; non-domestic rates reference. Other documentation, such as business-related utility bills, may be acceptable in special conditions if combined with other documentation.
 - iv. Conditions 3.ii and 3.iii above do not apply where the beneficiary is classified as a “resident”.
 - v. You agree to provide reasonable information and assistance to support the promotion of the Scheme, including providing information for a case study and taking part in any Scheme evaluation surveys.

4. Connectivity Requirements

All connections supported by vouchers must fulfil **BOTH** of the following characteristics:

1. be **capable** of delivering broadband connectivity to your premises **at or above 1Gbps upload or download** at the time of delivery of the connection without the need for future hardware upgrades or modification (excluding CPE – it is not mandatory to deploy 1Gbps capable CPE from the outset if this is not required to deliver service)
2. **deliver** a minimum of 100Mbit/s to your premises. The upgraded broadband service must deliver a “step change” in service which, for the avoidance of doubt, is at least a doubling of speeds compared to the service currently being consumed by you.


Any existing connection already **capable** of 1Gbps or above in either direction is **NOT** eligible to benefit from a Gigabit Voucher. This does not apply in cases where, for customers consuming Business Grade³ services only, the voucher enables new NGA⁴ Gigabit capability from the same network infrastructure provider which was not previously available to them and which meets the requirements of both (1) and (2) above.

“Capable” means capable of delivering 1Gb connectivity using any technology. Speeds are upload or download, not necessarily at the same time. Wireless technologies are only permitted when included as part of an agreed Project Pre-Registered Package and which leads to the deployment of additional full fibre.

In order to be eligible for the Scheme, once the final connection has been made to your premise and you are taking service, the supplier must confirm that the infrastructure supporting their service is capable of delivering 1Gb connectivity to you within 10 working days of a valid retail/wholesale upgrade order (or the minimal timescale which may be achieved due to

¹ http://ec.europa.eu/regional_policy/sources/conferences/state-aid/sme/smedefinitionguide_en.pdf - Guide for businesses about SME definition

² *Commission Regulation (EC) No 1998/2006 of 15 December 2006 on the application of Articles 87 and 88 of the Treaty to de minimis aid*, L 379/5, OJEU, 28 December 2006, at: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:379:0005:0010:en:PDF> – guide for de minimis limits



external regulatory constraints) with no additional capital/infrastructure/passive equipment upgrades required (excluding CPE).

Explanatory Notes:


[3] Business grade services being those uncontended capabilities connecting a SME site to a point in the supplying communications provider's network (e.g. partial private circuits or microwave link) and are supported with service level guarantees.

[4] NGA Networks are access networks which rely wholly or partly on optical elements (coaxial, wireless and mobile technologies make use, to a certain extent, of a fibre support infrastructure, thereby making them conceptually similar to a wired network using copper to deliver the service for the part of the last mile not covered by fibre) and which are capable of delivering broadband access services with enhanced characteristics as compared to existing basic broadband networks. (The final connection to the end-user may be ensured both by wired and wireless technologies. Given the rapid evolution of advanced wireless technologies such as LTE-Advanced and the intensifying market deployment of LTE and Wi-Fi, next generation fixed wireless access (e.g. based on possibly tailored mobile broadband technology) could qualify as NGA Networks. Next generation wireless access based on tailored mobile broadband technology must also ensure the quality of service level required by the customer at a fixed location while serving any other nomadic subscribers in the area of interest.

Wireless technologies are only permitted when included as part of an agreed Project Pre-Registered Package and are which leads to the deployment of additional full fibre.

5. General conditions

- i. Vouchers are not transferrable to other beneficiaries or properties.
- ii. We are not liable in any way for user errors or unauthorised use of the Scheme webpages and application materials by suppliers or beneficiaries.
- iii. We are not liable in any way for incomplete, false or misleading information given by beneficiaries (including you) or suppliers. Where incomplete, false or misleading information is given, we reserve the right to either cancel the voucher or reclaim the voucher value in full.
- iv. We reserve the right to discontinue or otherwise vary the terms of the Scheme in any way upon reasonable notice. Current terms and conditions are available on request at any time.
- v. We reserve the right to end the Scheme at any time.
- vi. We do not endorse any particular supplier or product and you should undertake all normal checks to satisfy yourself of the standing of the supplier and suitability of the product before placing an order directly with the supplier of your choice.
- vii. We accept no liability for any connection work undertaken. It is the responsibility of the supplier selected to ensure that the connection is installed correctly and without loss or damage. You should assure yourself that the connection has been correctly installed before confirming your installation is complete.
- viii. You agree to provide us with such additional information and assistance as we may reasonably require from time to time in relation to the operation of the Scheme. This may



include (without limit) providing reasonable access to your premises or network for the purpose of making relevant compliance checks by us or our agents.

- ix. If you receive any information request under the Freedom of Information Act 2000 that concerns the Scheme and/or us you shall provide such request to us without delay.
- x. These terms and conditions shall be subject to and construed in accordance with English law and subject to the exclusive jurisdiction of the courts of England and Wales.

6. Data Protection

- i. Where you are a corporate beneficiary, we and you shall comply with all applicable data protection laws. Any personal data (of your employees, company representatives or otherwise) provided by you shall be used in accordance with our privacy statement located at <https://gigabitvoucher.culture.gov.uk/>. You shall comply with any additional data protection procedures notified by us and ensure that (a) you have provided such employees, company representatives or otherwise (as applicable) with our privacy statement, and (b) all fair processing notices have been given and/or, as applicable, consents are obtained to enable us to process the relevant data for the purpose of the Scheme.
- ii. We shall be entitled to require you to comply with such additional provisions as we may reasonably determine to be necessary in order to enable DCMS and you to comply with our respective obligations under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 (being the GDPR).
- iii. Where you are a residential beneficiary any personal data provided by you shall be used in accordance with our privacy statement located at <https://gigabitvoucher.culture.gov.uk/>