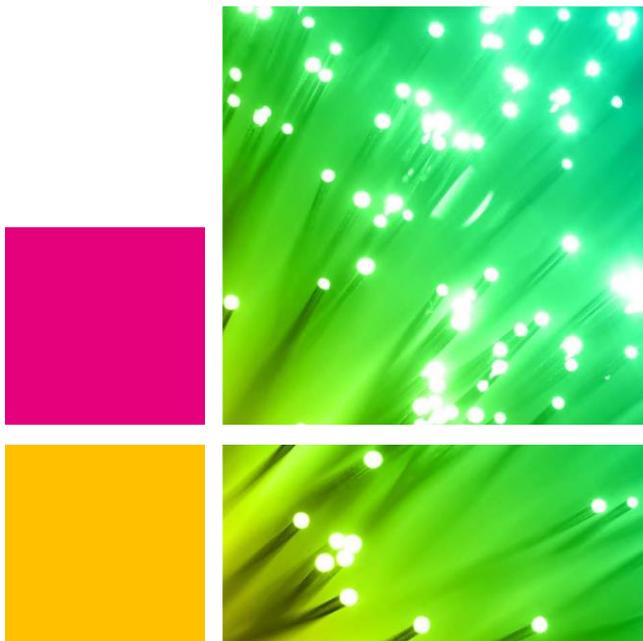




Department for
Digital, Culture,
Media & Sport

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**GIGABIT BROADBAND
VOUCHER SCHEME**



Pre-Registered Packages Terms and Conditions

Gigabit Broadband Voucher Scheme

12/11/18

Version **4.0**



Introduction

The Gigabit Broadband Voucher Scheme the “**Scheme**”) is part of the Local Full Fibre Networks (“**LFFN**”) Programme delivered by DCMS. Suppliers who wish to register Pre-Registered Packages (“**PRP**”) (which include Standard PRPs and Project PRPs as defined in Section 3) for the Scheme must also have completed the Supplier Registration application (available separately). Suppliers should note that the Scheme is governed **both** by the terms set out in this document and also in the Supplier Registration application.

The Scheme operates across the whole of the United Kingdom of Great Britain and Northern Ireland (the “**UK**”).

The purpose of the Scheme is to increase the speed of deployment of full fibre networks within the UK by providing micro-grants to support the cost of new connectivity. Vouchers are the mechanism the Scheme uses to provide these grants. The Scheme aims to encourage Suppliers to invest in gigabit capable services. The voucher is a benefit for the SME or resident beneficiary who must receive the full value of the voucher.

These grants have a minimum value of £500 and a maximum value of £2,500, for each SME beneficiary. The Scheme provides support for businesses that qualify as Small and Medium Enterprises (SMEs). Using their grant, SMEs contract with registered suppliers for Gigabit-capable products (referred to by the Scheme as “Pre-Registered Packages” (PRPs)). These PRPs must be registered separately by suppliers using the “Pre-Registered Package Application”. There is no mechanism by which a grant may be obtained other than through a PRP.

In certain specified circumstances support is also available to support the cost of connections for resident beneficiaries. Details are provided in this document. These have a value of £500 and support the cost of new connections costing £500 and above and must be part of Project PRPs where the ratio of residential to business vouchers is no greater than 10:1.

Using their grant, SMEs are able to contract with registered suppliers for Gigabit-capable products (referred to by the Scheme as “Pre-Registered Packages” (PRPs)). This is the only mechanism by which a beneficiary can take a voucher. Suppliers should complete the online PRP application form to provide details of proposed packages. This document sets out the core terms and conditions of the Scheme which all suppliers must formally accept prior to registration of their PRPs.

Payments of a beneficiary's grant under the scheme are made by DCMS direct to registered suppliers, once they have confirmed that new connections have been delivered, although the beneficiary is the recipient of the new connection.

Following the precedent of the BDUK Super-Connected Cities Voucher Scheme, payments for vouchers issued through the Scheme are made under the terms of the European Commission's “De-Minimis” Regulation (1407/2013).

Effective date of these updated terms and conditions

Version 4.0 of these terms and conditions supersedes and replaces version 3.0 of these terms and conditions with effect from 17:00 on 26 November 2018, except that:

1. the changes made in version 4.0 of these terms and conditions (which are highlighted in Supplier Bulletin number 8) shall not apply retrospectively;



2. for Project PRPs which either (i) have already been received or approved by BDUK prior to 09:00 on 12 November 2018; or (ii) are new and are received by BDUK prior to 17:00 on 7 January 2019, the Tier 1 Changes shall take effect from 1 January 2020 in respect of such Project PRPs; and

3. for new Project PRPs received by BDUK after 17:00 on 7 January 2019, the version of these terms and conditions that is in force at that time shall apply in respect of such Project PRPs.

As an alternative to 2(ii) above, suppliers may at their discretion submit:

1. new Project PRPs during the period from 09:00 on 12 November to 17:00 on 26 November for consideration by BDUK provided that the Project PRPs comply with version 3.0 of these terms and conditions as amended by the Tier 1 Changes; and

2. new Project PRPs during the period between 17:00 on 26 November 2018 and 17:00 on 7 January 2019 provided that the Project PRPs comply with version 4.0 of these terms and conditions (including the Tier 1 Changes).

For the purpose of these terms and conditions, "**Tier 1 Changes**" means the following changes in version 4.0 of these terms are conditions: (i) any voucher value now being £2,500 that was previously £3,000; the requirement for the ratio of residential to SME vouchers to be no greater than 10:1; and (iii) the requirement for the voucher contribution to 'active' equipment used by suppliers to be capped at a maximum contribution of £500 per voucher.



Section 1 – Pre-Registered Package Application Declaration

By submitting your application for a PRP you confirm the following:

1. **I wish to register a Pre-Registered Package (“PRP”) for the Gigabit Broadband Voucher Scheme (“GBVS”) I understand that the terms set out in the Supplier Registration document also apply to this application for a PRP. In addition, I confirm:**
 - 1.1. That the information on my application form, and any other information given in support of the application, is correct.
 - 1.2. That providing wrong or deliberately misleading information may be an offence and will result in my removal from the Scheme and that such information may also be used against me in any subsequent proceedings.
 - 1.3. I understand that the payment mechanism for PRP under the GBVS will be in accordance with the Package Assessment, Contracting, and Payment Process as set out in Section 2 of this document.
 - 1.4. That I will not contract with a beneficiary for the relevant PRP, where I am aware that the beneficiary does not meet the Scheme eligibility criteria as set out in Section 2 of this document.
 - 1.5. I understand that PRPs (and associated Eligible Costs) will be sold to beneficiaries solely on the basis of their business need in accordance with standard market practice.
 - 1.6. I understand that all packages submitted for registration must be fully compliant with the terms of the Scheme (including the Connectivity Requirements and Eligible Costs definitions as set out in Sections 2 and 3 respectively of Part A of the Supplier Registration document) and that all costs claimed in respect of this package are genuinely incurred and relate to Eligible Costs only.
 - 1.7. I understand that the beneficiaries of the voucher are SMEs and residents and that the financial benefit of the voucher will be passed on in full to the relevant beneficiary.
 - 1.8. I understand that, as part of DCMS anti-fraud procedures, supplier quotes and invoices will be subject to random audit. At the sole discretion of DCMS, any quotes provided may be subject to further clarification for the purposes of audit. Requests from DCMS for cost and contract information must be provided within 5 working days, failure to do so will be managed in accordance within the Issue Escalation Procedure set out in Section 5 of Part A of the Supplier Registration document.
 - 1.9. I understand that where DCMS, its agents and/or participating local bodies suspect fraud, malpractice or supplier error and has carried out the steps described in the Issue Escalation Procedure in Section 5 of the Supplier Registration document, DCMS reserves the right to withdraw or recover voucher funds from the supplier in question and/or remove the supplier from the Scheme.
 - 1.10. I understand that DCMS reserve the right to suspend the scheme at any time without prior notice and will not fulfil vouchers for orders placed after the date and time of any such suspension. Scheme suspension will be notified to the supplier by email.



- 1.11. I understand that if DCMS requires the sale of PRPs to stop then no new contracts will be entered into after the period of 2 working days following formal notification from DCMS. In these circumstances, DCMS will not fund voucher payments for packages which have been contracted after this two day period.
- 1.12. I understand DCMS reserves the right to de-register or amend approved PRPs at any time during the scheme and will carry out reviews of previously approved packages at its absolute discretion. If approved PRPs are amended by DCMS, this will be notified to suppliers in writing at least 2 working days prior to the effective date of such amendments.
- 1.13. I agree to provide the data set out in Section 2 of this document about sales, cancellations and connections delivered utilising the relevant PRP. I understand that failure to do so with reasonable accuracy and within the timescales set out in Section 2 constitutes non-compliance which will be managed in accordance within the Issue Escalation Procedure set out in Section 5 of Part A of the Supplier Registration document. I understand that DCMS reserve the right not to make payments to fulfil vouchers where I fail to complete and submit reports in accordance with this document or any other applicable Scheme document.
- 1.14. I understand that any data I provide to applicants (including quotes and invoicing data) under the Scheme may be shared with DCMS or its agents for the purposes of monitoring and fraud prevention.
- 1.15. I understand that I will be required to provide additional information about the impact and benefit of the scheme and will use my reasonable endeavours to comply in a timely manner with all reasonable requests from DCMS to provide additional information during Scheme. I agree that I will provide the information regarding “Additionality” (where relevant) as set out in the application form for PRP.
- 1.16. I understand that the information provided on this form may be made available to DCMS’s agents, participating local bodies and the European Commission for purposes connected with the Scheme but will not otherwise be disclosed to third parties without express permission, except where required by law (including under the Freedom of Information Act 2000).
- 1.17. I understand that information submitted to DCMS by suppliers (including beneficiary contact details) will be shared with other associated organisations for the purposes of promoting the Scheme, processing the grant and making payment. Suppliers are required to comply with all applicable data protection laws in force at the relevant time in respect of such information.
- 1.18. I understand that when promoting an agreed PRP to my existing or new customers I must do so in a way which makes clear the source and nature of the financial support offered to the Beneficiary and in compliance with the guidance set out in Section 4 of Part A in the Supplier Registration document. I agree to provide each Beneficiary with a clear statement of facts about the Scheme, taking account of any guidance that DCMS may provide in this regard.
- 1.19. I understand that I must inform DCMS immediately of any change in circumstances which may affect this application in relation to the Scheme or my status under it. I understand that failure to notify DCMS of a material change in my business’s status or the costs related to the product and or its performance capability constitutes a material breach of the terms of the Scheme and may be subject to the Issue Escalation Procedure set out in Section 5 of Part A of the Supplier Registration document and or suspension or removal from the Scheme.



- 1.20. I understand that requests and claims submitted to DCMS which reference a specific PRP will be delivered using only the cost inputs, commercial terms, technology, equipment and network architecture set out in the relevant application and that any variation from the original details not agreed in advance with DCMS may represent a breach of the Scheme terms and conditions and may lead to my suspension or removal from the Scheme.
- 1.21. DCMS reserves the right to limit the number of permitted number of PRPs it will approve for any Supplier at its absolute discretion. Contracts may not be entered into supported by vouchers until formally authorised by DCMS.
- 1.22. Approval of a Project PRP does not guarantee funding will be made available to support any connections within that project. Payment will only be made for vouchers issued by DCMS as part of Project or Standard PRPs where compliant connections are delivered to eligible beneficiaries who (i) agree to redeem the grant made available through the offer of a voucher; (ii) have agreed to the beneficiary terms; and (iii) have verified their connections.
- 1.23. I understand that all connections must be delivered and submitted for payment no later than **12 months** from the date of contract with the beneficiary. If suppliers believe that, during the 12 month implementation period, this timeframe is at risk due to issues with third-parties beyond their reasonable control and which could not be reasonably foreseen (and the supplier has acted in accordance with good industry practice), then suppliers should contact DCMS as soon as reasonably possible with details of the mitigating circumstances, including details of the relevant issue(s) and the earliest delivery date which can be achieved. DCMS will consider the evidence provided and may, at its sole discretion, agree a revised delivery deadline for the use of the voucher. No more than one extension may be agreed per deployment.



Section 2 - Package Assessment, Contracting and Payment Process Agreement

I agree and understand that:

1. Suppliers wishing to offer packages for pre-registration will be required to complete a Package Pre-Registration Form online. Submitting this form confirms your acceptance of all of these PRP terms and conditions.
2. After review of your PRP application by DCMS, suppliers will be notified by DCMS when a package has been pre-registered. This notification will include confirmation of the value of the grant applicable for each package. Suppliers should not offer packages to beneficiaries until they have received formal confirmation of package pre-registration. Suppliers should note that, for SME beneficiaries, vouchers will have a minimum value of £500 and a maximum value of £2,500. For residential beneficiaries, vouchers will have a fixed value of £500. Residents may only benefit from a PRP where that package is: i) a Project PRP (as defined in Section 3 below) and ii) the number of vouchers offered to residential beneficiaries must not exceed a ratio of 10:1 compared to the number of vouchers offered to SME beneficiaries.
3. Your PRP application must demonstrate how the value of the voucher grant has been realised in full by the beneficiary. You should include an analysis of the standard market price to the beneficiary of this solution in the absence of a voucher (and provide appropriate evidence), and how this compares to the price reflecting the voucher grant contribution. Any documents provided (along with any subsequent amendments or clarifications sought by DCMS) will comprise a formal part of your submission and may be incorporated within any subsequent approval documents provided by DCMS.
4. Once a PRP has been confirmed, suppliers may market the relevant package to eligible beneficiaries. For Project PRPs the package must only be marketed in the area defined and agreed in your application. Payment will only be made for vouchers issued by DCMS as part of Project or Standard PRPs where compliant connections are delivered to eligible beneficiaries who (i) agree to redeem the grant made available through the offer of a voucher; (ii) have agreed to the beneficiary terms; and (iii) have verified their connections.
5. Terms and conditions relating to how the Scheme is referenced and credited in your sales and marketing material, including websites and other forms of electronic communication apply. These are set out in Section 4 of the Supplier Registration document.
6. Prior to contracting for the relevant package with SME beneficiaries, suppliers are required to provide the information regarding the SME as set out in section 12 below in order to establish the following:
 - a. That the customer meets the European Commission definition of SME (details at http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en), which can be summarised as:
 - Up to 249 employees (in total in the organisation) and turnover no greater than €50m per annum, and/or
 - Balance sheet of no more than €43m



- b. That the SME has not received a previous voucher under the Scheme. SMEs may benefit from multiple connections supported by the Scheme at different locations, but no SME may benefit by more than £2,500 in total.
 - c. That, as a result of the voucher contribution included within the relevant package, the SME will have received less than €200k in public grants in the last 3 years from date of contracting for the relevant package)¹
 - d. That the customer will received the requisite Step-Change (as defined within paragraph (2) of Section 2 of the Supplier Registration Document) as a result of contracting for this PRP
 - e. That the Beneficiary is **not**:
 - (i) owned, linked through ownership or controlled by any registered supplier
 - (ii) a school funded by DFE
 - (iii) a public sector organisation
 - (iv) a privately funded school operating between the ages of 3-18 or
 - (v) an organisation solely involved in offering provision under the requirement for young people to remain in education or training until their 18th birthday.
 - f. For Project PRPs, that the beneficiary has formally confirmed that they are content for their voucher to be used as part of the pre-registered package.
 - g. Where multiple businesses operate from the same shared location, we reserve the right to limit the number of voucher beneficiaries in the location to one.
7. Suppliers must ensure that SMEs are made aware that where the SME knowingly provides incorrect information in response to the questions set out in paragraph 6, the terms of the PRP may be invalidated and the SME may be required to repay the value of the voucher. In such a circumstance, the refunded or repaid voucher must be repaid to DCMS.
8. The use of a third party sales or delivery agent on my behalf in no way alters my responsibility to ensure that the terms and conditions are met at all times and in all regards.
9. For residential beneficiaries only sections 4 (a), (c), (e), (g) and (f) apply.
10. Beneficiaries are required to confirm their eligibility details and acceptance of the Scheme Terms and Conditions for Beneficiaries through the Scheme’s web portal. Vouchers are not issued until this confirmation has been received. **Suppliers should note that a beneficiary’s voucher funding will only be confirmed after this step has taken place.**
11. Suppliers must gain the consent of the relevant SME or resident beneficiary prior to submitting a request for vouchers. Submitting requests for vouchers without the relevant consent will be regarded as a breach of the Scheme Terms and Conditions and will lead to

¹ SMEs who operate in the agriculture or transport sector may be subject to different aid thresholds. In these cases, please contact DCMS for further guidance. Further details are also at: <https://bit.ly/2OuXbUN>



the initiation of the Issue Escalation Process set out at Section 5 of the Supplier Registration document.

12. Suppliers must report the following information to DCMS (as may be amended by DCMS from time to time) within 10 days of the date of each contract with beneficiaries and/or the date of their connection:
 - a. Company Name
 - b. Customer Contact Name
 - c. Your unique customer reference number for this contract
 - d. Voucher number - provided by portal
 - e. Installation Address
 - f. Installation Postcode
 - g. Customer Email Address
 - h. Customer Contact Number
 - i. Package Reference
 - j. Value of Voucher claimed (actual eligible costs incurred as set out in the PRP)
 - k. Existing Connection Speed (Upload/Download)
 - l. Nature of Previous Connection (Contended/Uncontended)
 - m. New Connection Speed (when not fixed for the relevant package)
 - n. Date Contract Signed (date of sale)
 - o. Connection Date (when completed)
13. Where contracts or connections are not reported to DCMS within 10 days of the date of contract, DCMS reserves the right not to issue a voucher to the relevant beneficiary, or to make payment for the connection whichever is applicable. Failure to report the cancellation of any contract for which a voucher has been issued within this timescale may be regarded as a breach of the Scheme Terms and Conditions and may lead to the initiation of the Issue Escalation Process set out at Section 5 of the Supplier Registration document.
14. As set out above, DCMS will contact all beneficiaries before connections are delivered in order to verify their acceptance of the Scheme terms and conditions. Payments will not be made for connections where the agreement of the beneficiary is not available.
15. If DCMS does not receive verification from a beneficiary for whom a voucher has been **requested** within 28 days of the date of request, DCMS may at its absolute discretion refuse that request and thereby cancel the voucher requested. Suppliers must advise beneficiaries of this step in the process.
16. If DCMS does not receive verification from a beneficiary for whom a voucher has been reported as connected (**claimed**) within 28 days of the date of that report, DCMS will place the voucher at risk and notify the supplier. DCMS may at its absolute discretion subsequently refuse to accept that request for payment and thereby cancel the voucher. Suppliers must advise beneficiaries of this step in the process. Beneficiaries who knowingly make a false statement about the status of their existing or new connection are in the breach of the Scheme terms and conditions.
17. All contracts which have a valid "Connection Date" entry will be due for payment at the agreed voucher contribution for the relevant package. DCMS will aim to transfer funds to the supplier within 10 working days of receipt of the beneficiary's validation that the service has



been delivered. DCMS may at its discretion carry out a site audit visit before payment is made, in such cases DCMS will arrange for the site visit to take place as soon as possible. Suppliers should continue to provide reports until payments have been received for all connections.

18. On a sampled basis, DCMS and or its agents will conduct pre and post-installation checks with beneficiaries listed within the Report. You may be required to provide photographic or other evidence of the installation. In the case of supplier error (e.g. where a pre-registered package has erroneously been supplied to an ineligible beneficiary on the basis of information provided by that beneficiary), DCMS may choose to carry out the steps described in the Issue Escalation Procedure in Section 5 of the Supplier Registration document and DCMS reserves the right to recover voucher funds from the supplier in question (or retain funding). Where post-installation checks have identified that the beneficiary has provided incorrect information to a supplier and DCMS or DCMS takes action to recover voucher funding, then suppliers shall provide assistance (on a reasonable endeavours basis) to DCMS to facilitate recovery of grant funding from the beneficiary.
19. DCMS will issue a “De-Minimis” letter to relevant beneficiaries when installations have been completed which outlines the nature and value of the grant aid they have received. Other residential beneficiaries will receive a notification of benefit.
20. As part of the Scheme’s value for money controls, you may be required to provide evidence of installation and or wholesale input cost from the relevant infrastructure provider to support claims for voucher funding.
21. 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. The rights and remedies of DCMS under or in connection with these terms and conditions may be waived only by notice by DCMS and in a manner that expressly states that a waiver is intended.



Section 3 – Online Application form fields

Explanatory Notes to accompany include:

[1] **“Standard Pre-Registered Packages”** or Standard PRPs are packages where, typically, the eligible costs are either fixed for each deployment (or vary within known parameters). These packages are registered once by Suppliers and then can be deployed multiple across eligible areas. Beneficiaries for these packages are either individual SMEs or small clusters of SMEs. These products must be available to non-voucher customers (albeit on adjusted commercial terms to reflect the value of the voucher contribution. Please refer to the “Guidance for Suppliers” document for further details.

[2] **“Project Pre-Registered Packages”** or Project PRPs are location specific projects (e.g. business parks, villages, multi-occupancy premises) where the magnitude of eligible costs varies significantly between projects and is always greater than £2,500 (i.e. it is dependent upon aggregation of multiple vouchers). Each Project PRP requires individual registration with DCMS – costs are then progressively recovered as Beneficiaries receive services which meet the Connectivity Requirements of the Scheme. Please refer to the “Guidance for Suppliers” document for further details.

[3] **“Additionality”** refers to the indirect benefits arising from the Scheme (which are incremental to Gigabit-capable connections directly supported by the Scheme). These can include (but are not be restricted to) (i) additional “non-voucher” premises which can access Gigabit services as a result of voucher-funded deployments (ii) additional “non-voucher” premises which are closer to fibre services as a result of voucher funded deployment, reducing their cost of access (iii) the value of incremental supplier investment in Gigabit infrastructure which has been enabled by voucher funding.

[4] Vouchers may not be issued to premises that have received (or are scheduled to receive) a connection which meets the Connectivity Requirements as part of a previous (or planned) State Aid interventions.



Section 4 – Submission and Confirmation

You are required to read this declaration and confirm your agreement before submitting your application:

- I declare that the information contained in this application, and any other information given in support of the application, is correct to the best of my knowledge. I will notify DCMS immediately if there are any material changes to the information provided within this application.
- I understand that providing wrong or deliberately misleading information may be an offence and that such information may be used against me in any subsequent proceedings.
- I have read and understood Pre-Registered Package Application Declaration at Section 1 and will adhere to its terms.
- I have read and understood Package Assessment, Contracting and Payment Process Agreement at Section 2 and will adhere to its terms.
- I confirm that this package submitted for registration is fully compliant with the terms of the Scheme (including the Connectivity Requirements and Eligible Costs as set out in Sections 2 and 3 respectively of the Supplier Registration document) and that all costs claimed in respect of this package are genuinely incurred and relate to Eligible Costs only.
- I understand that vouchers cannot fund VAT which will remain the responsibility of the beneficiary. My VAT invoices will be calculated on the gross value of goods/services supplier prior to the application of the voucher contribution.
- I understand that, under the rules of the Scheme, I shall be entitled to recover the agreed voucher contribution for each valid installation of a Pre-Registered Package, the benefit of which shall be passed on in full to the beneficiary.
- I confirm that I am authorised to submit this application on behalf of my organisation.