



**Local Full Fibre Networks Programme  
Gigabit Broadband Voucher Scheme  
Supplier Bulletin #8  
12 November 2018**

## **Introduction**

In Supplier Bulletin #5 we advised that we intended to carry out a review to assess whether the Scheme is having the right effect in line with the Scheme's aims. As part of this review we wrote to all registered suppliers to seek your views about a range of issues related to the Scheme parameters. We had almost 40 responses. In addition, we have carried out a careful analysis of impact, and take up, and wrote to over 400 businesses with new connections.

This review has now concluded. Our summary view is that whilst the Scheme is working well and there is a very high level of interest amongst suppliers and beneficiaries, there are some changes we have identified that are intended to make the Scheme more efficient and deliver more connections for SME and residential beneficiaries.

Details of the changes are set out below. **You should read these carefully** and make sure that they are communicated to all relevant colleagues. A copy of this bulletin has also been uploaded to the Scheme [website](#).

## **IMPORTANT UPDATE – CHANGES TO SCHEME TERMS**

### **Tier 1 changes**

The key changes we are making to the Scheme terms (being Tier 1 changes) are as follows:

1. The maximum voucher value for SMEs will be reduced from £3,000 to **£2,500**. The current voucher value of £500 for residents will be unchanged.
2. The ratio of residential to SME vouchers must be no greater than **10:1**.
3. The voucher contribution to “active” equipment used by broadband suppliers will be capped at a maximum contribution of **£500 per voucher**. This is in addition to the current £250 contribution limit for CPE.

## **Other changes**

The Scheme terms are also being updated with other changes in addition to the Tier 1 changes described above. The updated terms containing the Tier 1 and the other changes are as follows:

- Supplier Registration Terms and Conditions & Application Requirements (v4.0)
- Pre-Registered Packages Terms & Conditions (v4.0)
- Beneficiary Terms and Conditions (v4.0)

The appendix to this bulletin contains summary descriptions of the other changes. **Please read these carefully along with the updated Scheme terms.** We have also corrected a small number of typographical errors that are not highlighted in the appendix. The relevant Scheme terms should be regarded as the authoritative source of the Scheme changes.

We wish to draw your attention to the following other changes in particular that are listed in the appendix:

### **Supplier Registration Terms and Conditions and Application Requirements**

- Page 10: Section 2 - Connectivity Requirements - clarification regarding CPE Gigabit capability. "...CPE is embedded into the Network Terminating Equipment (NTE) which must be Gigabit capable"
- Page 10: Section 2 - para 3 remove exception where upgrade from business grade connection to NGA is eligible with the same provider

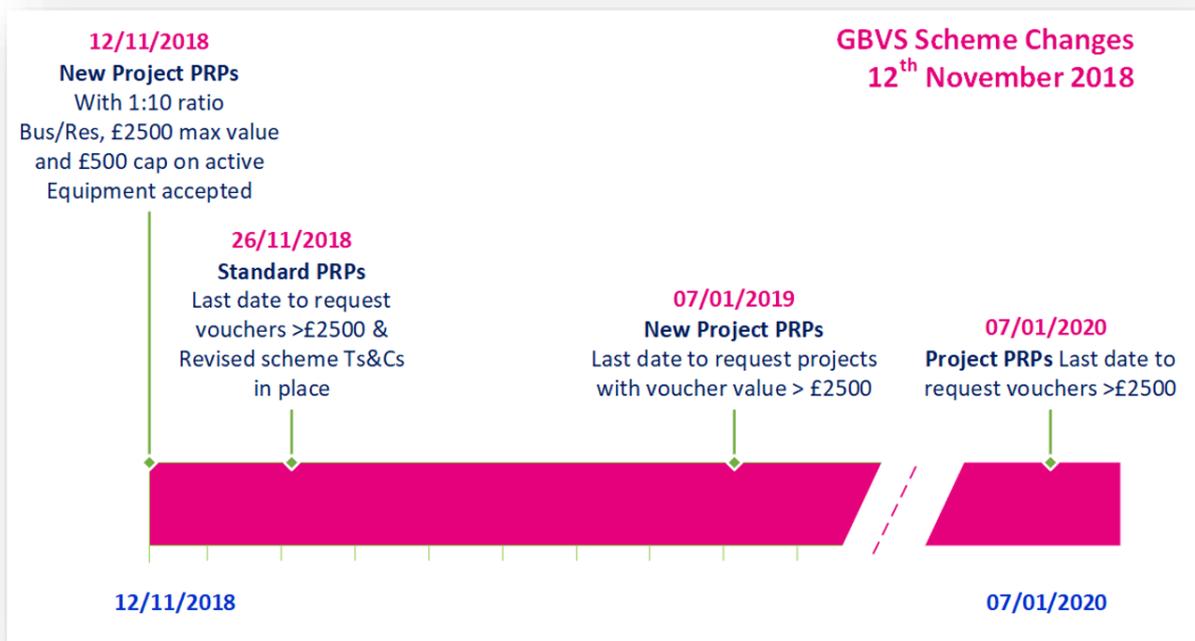
### **Pre-Registered Packages Terms and Conditions**

- Page 6: New clause (1.22) - DCMS approval to a Project PRP does not guarantee funding will be available for any connections delivered within that project
- Page 9: New para - if the beneficiary does not validate a new connection within 28 days, the voucher will be placed at risk which may lead to cancellation of the voucher

## **Effective date of the Scheme changes**

The effective date of the Scheme changes is as described in the relevant Scheme terms.

A summary view of the timing of the Scheme changes in respect of Standard PRPs and Project PRPs is set out in the diagram below.



The relevant drafting in the supplier registration and pre-registered package terms is as follows:

"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."*

Going forward, we will continue to monitor the Scheme and review it on a 6-monthly basis to assess (and if necessary re-balance) value for money and coverage. Any associated change to the Scheme terms will not be applied retrospectively.

### **What to do if you do not accept these changes**

In accordance with the terms of the supplier registration document, if you do not accept these changes you may decide to de-register from the Scheme or withdraw one or more of your PRPs. In order to do so, you should send us an email with the subject line "De-register" to [LFFNSuppliers@culture.gov.uk](mailto:LFFNSuppliers@culture.gov.uk). Questions about the changes should also be sent to this address.

### **Updating your Scheme information**

We are aware that suppliers have created a range of assets to support their promotion of the Scheme and appreciate the effort needed to update these assets. To help you, we have refreshed the suite of documents we provide to help you to promote the Scheme. These are available now from <https://gigabitvoucher.culture.gov.uk/media/> you must log in to access.

Please make every effort to update your promotional materials – online and physical – by 26 November 2018 in order to make sure that customer expectations are managed appropriately. Suppliers with only Project PRPs should update any communications as appropriate to the effective date of the relevant changes.

### **Supplier Support**

Please use [supplier self-service](#). It will help us to support you if you exclusively use the Zen Desk ticketing system to manage your queries and disputes. Please do not copy your ticket responses to any other email address you may have for the team as this slows down our response times. Also, it helps greatly when we close a support ticket that you do not respond to the message unless you genuinely want to reopen it.

Thank you

GBVS Team



## Appendix – Other Scheme Changes

A summary description of the other changes (in addition to the Tier 1 changes) that have been made in v4.0 of the Scheme terms is set out below. Minor typographical and formatting changes are not identified in the table below.

Supplier Registration Terms and Conditions and Application Requirements	
Location	Amendment description/purpose
P6	Section 1 - after 18, clarification that agreement of PRP does not commit DCMS to make financial provision. Renumber subsequent clauses
P7	Section 1 - clause 29 - clarification regarding the treatment of waivers by DCMS
P10	Section 2 - Connectivity Requirements - clarification regarding CPE Gigabit capability. "...CPE is embedded into the Network Terminating Equipment (NTE) which must be Gigabit capable"
P10	Section 2 - para 3 remove exception where upgrade from business grade connection to NGA is eligible with the same provider
P12	Section 3 – further examples of typical hybrid wireless/fibre models
P13	Section 3 – statement regarding DCMS rights regarding eligible costs
P14	Confirmation of wayleaves as excluded cost
P14	Note 3, delete "private" from wayleave exclusion guidance
P16	Section 4 – suppliers must not imply sole supplier rights for Project PRP areas
P16	Section 4 - use of logos, insert "logos should not be altered or amended...."
P18	Section 5: supplier issues in relation to other DCMS programmes or schemes may be considered in respect of the Scheme
Pre-Registered Packages Terms and Conditions	
P4	1.8 amended - you must respond to our request for cost and contract information within 5 working days
P5	1.13 amended - you must make all reasonable efforts to provide accurate information when reporting vouchers
P6	New clause (1.20) – confirmation that claims for connections delivered must comply with what you set out in your PRP application in all regards. Subsequent clauses re-numbered
P6	New clause (1.22) - DCMS approval to a Project PRP does not guarantee funding will be available for any connections delivered within that project
P7	Section 2 - para 4 - payment will only be made where compliant connection is delivered as stated in PRP and beneficiary agrees to accept the grant
P8	New para 6(g) – confirmation of treatment of multiple SMEs in the same shared location
P8	Insert new clause 8 and re-number subsequent clauses - use of third party sales or reseller does not amend the registered supplier's responsibilities under the terms of the Scheme
P9	Section 2 - para 11 - deleted out-of-date requirement about reporting timescales and clarify



	requirements at clause 12
P9	Previous para 12 - reference to “Reporting Deadline” removed. Replaced with requirement for all contracts or connections to be reported within 10 days
P9	Previous para 13 - restriction on delivering connection within 10 days of request removed
P9	New para 15 - if the beneficiary does not validate a new connection within 28 days, the voucher will be placed at risk which may lead to cancellation of the voucher
P9	Para 17 - confirmation that 10-day target for payments is after SME validation stage
P9	Para 17 - right for DCMS or its agent to carry out a site inspection before making payment
P10	Para 21 - clarification regarding the treatment of waivers by DCMS
<b>Beneficiary Terms and Conditions</b>	
P3	2.1 - if you do not respond to our request to validate the connection within 28 days it may be cancelled
P4	3.1 – general obligation to reply to reasonable requests for information within 28 days
P5	5(vi) – confirmation that public sector organisations are ineligible for the scheme
P5	5(vii) – confirmation that private schools and educational establishments are ineligible for the scheme