

GIGABIT BROADBAND VOUCHER SCHEME



Beneficiary Terms and Conditions

Gigabit Broadband Voucher Scheme

UK Gigabit Voucher Funding

8th April 2021

Version 7.0

Terms and Conditions

A. These terms and conditions (including the Schedules) apply to **UK Gigabit Vouchers** offered to beneficiaries 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).

B. This version of these terms and conditions is effective from the date specified on the cover page of these terms and conditions. You are bound by the version of these terms and conditions that are in force on the date that your supplier requests a voucher on your behalf.

C. You will be notified where your voucher qualifies for additional top-up funding (being additional funding provided by local bodies that increases (or tops up) the value of vouchers). If top-up funding applies, you will be notified of any increased voucher value.

1. Premises Eligibility

1.1 UK Gigabit Vouchers are designed to support gigabit capable connections in the harder to reach areas of the UK and we offer a checker on the Scheme's website for you to check your address to determine its eligibility for voucher funding.

1.2 For your premises to be eligible for a voucher the following criteria must be met:

1.2.1 part of a Supplier led project;

1.2.2 not have speeds of more than 100 Mbps available;

1.2.3 be "Rural" according to the Office for National Statistic (ONS) or equivalent:

(a) ONS definitions D1 – F2 (England & Wales);

(b) NISRA definitions E – H (Northern Ireland);

(c) NRS definitions 3- 8 (Scotland);

1.2.4 not be within an "Area 2 Postcode Sector" as determined by Ofcom's Wholesale Fixed Telecoms Market Review 2021-26 (WFMTR);

1.2.5 not be within an area that we anticipate commercial build based in part upon Ofcom declared Area 3 and the published list of BT exchanges where Openreach has made commitments under the RAB; and

1.2.6 not be part of a planned or ongoing other UK Government subsidy initiative or programme to deliver "Gigabit Capable Networks", as determined by the Authority (and defined in the Scheme rules referenced

at paragraph 2.1 below), including premises included as part of a public review.

1.3 We reserve the right to determine which premises are eligible for voucher funding.

2. About my connection

2.1 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 or be faster than 100Mbps (whichever is lower) – for further details please see paragraph 5 below.

2.2 The contract for service that you enter into with your chosen supplier must be for a minimum of 12 months.

2.3 If you are a SME which operates from multiple locations, or a beneficiary with multiple premises, you may use a voucher to support the cost of more than one connection at our discretion. For all SMEs, vouchers may only be used for eligible connections at premises from which you actively trade.

2.4 Where multiple businesses operate from the same shared premises, we reserve the right to limit the number of beneficiaries in the premises. **See Schedule 1 for additional limitations relating to multiple connection scenarios.**

2.5 We reserve the right to stop issuing UK Gigabit Vouchers at any time.

2.6 When you give consent to a Supplier that they can request a UK Gigabit Voucher on your behalf to support the cost of your connection, your supplier must send us a request for a voucher using the online portal provided by the Scheme. We will send you an email to confirm that you have given your consent to use a voucher. If you do not give your agreement within 28 days your supplier's request for a voucher on your behalf may be cancelled.

2.7 Your new connection must be installed within 12 months of the issue of a UK Gigabit 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 UK Gigabit Voucher.

2.8 The contract for service you accept with your chosen supplier is in no way affected by the offer of a UK Gigabit Voucher or its issue or non-issue in accordance with these terms and conditions.

2.9 Residents and SMEs may only participate in the Scheme and benefit from vouchers where they are part of projects agreed by us.

2.10 For the purpose of the Scheme “**resident**” means a beneficiary in the UK who is not an enterprise and “**SME**” means a Small and Medium Enterprise where the relevant

organisation is no larger than a medium-sized company under sections 465 to 467 of the Companies Act 2006 which can be summarised as:

- (a) up to 249 employees and annual turnover no greater than £36 million; and/or
- (b) an annual balance sheet total not exceeding £18 million.

3. About payment of my voucher

- 3.1 Payment for UK Gigabit 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. You must respond to our requests for information within 28 days or your voucher may be cancelled.
- 3.2 No payment will be made for any vouchers once the Supplier has claimed the total amount of funding available for the applicable project. In such circumstances, where your voucher has been issued as part of a project where the Supplier has claimed the total amount of funding available, you should still receive a connection and only pay additional costs where these are expressly set out in your contract with the Supplier.
- 3.3 We have agreed with your supplier that the UK Gigabit Voucher has a maximum value which can be claimed against the eligible construction and installation charges of your connection. The values set out below may change if top-up funding applies in accordance with paragraph C above.
- 3.4 The maximum voucher value for a SME beneficiary is £3,500 and the minimum value is £500. SME vouchers cannot cover VAT which remains your responsibility.
- 3.5 Residential vouchers will have a maximum value of £1,500 and a minimum value of £500 (inclusive of VAT).
- 3.6 If you are a SME beneficiary and your construction and installation charges are above £3,500 or if you are a residential beneficiary and your construction and installation charges are above £1,500 (inclusive of VAT), then you will be liable for paying the difference to the supplier. If the construction and installation charges for SME and residential beneficiaries are below £500 (inclusive of VAT) your connection will not be eligible for voucher support.
- 3.7 UK Gigabit Vouchers are for the construction of the appropriate network, 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 of the Scheme's terms and conditions which clearly set out what installation costs are eligible or ineligible under the Scheme.

- 3.8 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.
- 3.9 You cannot benefit from a UK Gigabit 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.
- 3.10 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.

4. Your responsibilities

- 4.1 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 28 days we may decide to withdraw the offer of a voucher.
- 4.2 You are responsible for checking that you meet the eligibility requirements for the Scheme set out in paragraph 1. You will be asked to self-certify that you meet the SME definition criteria set out in paragraph 2.10 (where applicable) and are eligible to receive funding under the UK Subsidy Regime exception criteria.¹
- 4.3 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 certain circumstances if combined with other documentation.
- 4.4 Paragraphs 4.2 and 4.3 do not apply where the beneficiary is classified as a "resident".

¹ Following the precedent of the BDUK Super-Connected Cities Voucher Scheme, payments for vouchers issued up to and including 31st December 2020 are made under the terms of the European Commission's "De-Minimis" Regulation (1407/2013). From 1st January 2021 the payments for vouchers issued are made under Chapter 3, Article 3.2(4) of the Trade and Cooperation Agreement between the European Union and the United Kingdom.

- 4.5 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.
- 4.6 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.

5. Connectivity requirements

- 5.1 All connections supported by UK Gigabit Vouchers must fulfil **ALL** of the following characteristics:
 - 5.1.1 be Gigabit Capable Network compliant at the time of delivery of the connection without the need for future hardware upgrades or modification (excluding Customer Premises Equipment (CPE) – it is not mandatory to deploy Gigabit Capable Network CPE from the outset if this is not required to deliver service, unless the CPE is embedded into the Network Terminating Equipment (NTE) which must be Gigabit Capable Network compliant);
 - 5.1.2 deliver a minimum of 30Mbps to your premises; and
 - 5.1.3 the upgraded broadband service must deliver a "step change" in service which is at least a doubling of speeds compared to the service currently being consumed by you or deliver speeds over 100 Mbps.
- 5.2 Any premises that is capable of receiving a speed of >100Mb/s (as determined by us) is **NOT** eligible to benefit from a UK Gigabit Voucher under the Scheme, whether or not that connection is currently in use.
- 5.3 In these terms and conditions, speeds are upload or download and not necessarily at the same time. Wireless technologies are permitted where the speed requirements set out in paragraph 5.1 are met.
- 5.4 In order to be eligible for the Scheme, once the final connection has been made to your premises, 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.

6. Multiple Dwelling Units (MDUs)

- 6.1 Individual premises within MDUs are classed as premises under these terms and conditions so each eligible premises within an MDU can be eligible for funding from a UK Gigabit Voucher.
- 6.2 A **premises** under these terms and conditions is a building in the UK which attracts either council tax or business rates.

6.3 The Authority reserves the right to limit the amount of voucher funding for any MDU.

7. General conditions

7.1 UK Gigabit Vouchers are not transferrable to other beneficiaries or properties.

7.2 We are not liable in any way for user errors or unauthorised use of the Scheme webpages and application materials by suppliers or beneficiaries.

7.3 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.

7.4 We reserve the right to discontinue or otherwise vary the terms of the Scheme in any way upon reasonable notice. In addition to being notified of any variations made to the terms of the Scheme, the current terms are available on request at any time.

7.5 We reserve the right to end the Scheme at any time.

7.6 Public sector organisations (including state schools) may not benefit from the Scheme.

7.7 A private sector school operating between the ages of 3 and 18 or any organisation solely involved in offering provision under the requirements for young people to remain in education until their 18th birthday may not benefit from the Scheme.

7.8 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.

7.9 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.

7.10 If you receive any information request under the Freedom of Information Act 2000 (or equivalent legislation) that concerns the Scheme and/or us you shall provide such request to us without delay.

7.11 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.

8. **Data protection**

- 8.1 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.
- 8.2 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 us and you to comply with our respective obligations under applicable data protection laws.
- 8.3 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.](https://gigabitvoucher.culture.gov.uk/)

Schedule 1 – Multiple Connection Scenarios

The following limitations apply in respect of the following multiple connection scenarios:

	Beneficiary type	Number of premises for which vouchers may be used	Max aggregate voucher value
1	SME (including sole trader) (single user of premises)	As many premises as it operates from	Max SME permitted value (including any top-up funding available in area) for the SME beneficiary per premises up to the SDR threshold
2	SME (including sole trader) (in shared premises)	Vouchers are available per premises only and the number of users of a premises does not increase available funding	Max SME permitted value (including any top-up funding available in area) for the SME beneficiary up to the SDR threshold
3	Resident	As many premises as the resident resides at (see the separate guidance issued by us, including in relation to holiday homes etc)	Max residential permitted value (including any top-up funding in area) for the residential beneficiary per premises
4	SME (including sole trader) operating from a residential premises	As many eligible residential premises as the SME is registered at	Max SME permitted value (including any top-up funding available in area) for the SME beneficiary
5	Landlords with >1 premises in different	As many eligible properties as the	325,000 Special Drawing Rights (SDR) (as defined

	locations	landlord owns	in the Scheme rules referenced at paragraph 2.1 above)
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