

Terms and Conditions

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

1. About my connection:

- i. In order to qualify for a voucher grant, you must take a new connection which meets the Scheme rules agreed to by your supplier. In addition, it must at least double your current broadband speed – for further details please see the section on Connectivity Requirements.
- 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 will be fully paid.
- iii. If your business operates from multiple eligible 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. This may be your registered office and/or trading address(es).
- iv. We reserve the right to stop issuing vouchers at any time before 31 March 2019 (when the Scheme will end)
- v. 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 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.
- vi. The contract for service you have accepted with your chosen supplier is in no way affected by the offer of a voucher.

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. You will need to pay your supplier directly for any VAT charged and for any costs not supported by the voucher. The voucher cannot be used to support on-going costs.
- 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 value of any voucher 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.



Full Beneficiary Terms and Conditions

- 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. We may ask your supplier to detail how the costs have been calculated. 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. Anything you spend before the date of your voucher offer cannot be claimed back.
- vii. The Voucher 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 all the information reasonably requested by DCMS or the local body for your area concerning the Voucher 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.
- 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 criteria² below 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 an organisation. 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. You must be willing to help us with promotion of the Gigabit Voucher Scheme, including providing information for a case study and taking part in any evaluation surveys.

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



Full Beneficiary Terms and Conditions

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

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 Grade¹ services only, the voucher enables new NGA² 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.

In order to be eligible for this Scheme, once the final connection has been made to a your premise and the you are taking service, the supplier must confirm that the infrastructure supporting their service is capable of delivering 1Gb connectivity to a you within 10 working days of a valid retail/wholesale upgrade order (or the minimal timescale which may be achieved due to external regulatory constraints) with no additional capital/infrastructure/passive equipment upgrades required (excluding CPE).

Explanatory Notes:

[1] 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.

[2] 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.



Full Beneficiary Terms and Conditions

5. General conditions

- i. We are not liable in any way for user errors or unauthorised use of the scheme webpages and application materials by suppliers or beneficiaries.
- ii. We are not liable in any way for incomplete, false or misleading information given by beneficiaries (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.
- iii. We reserve the right to discontinue or otherwise vary the terms of the scheme in any way without further notice. Current terms and conditions are available on request at any time.
- iv. We reserve the right to end the scheme at any time.
- v. 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.
- vi. 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 making your claim.
- vii. We and you acknowledge that for the purpose of the Scheme we anticipate we will both act as data controllers (as defined in the DPA) and in any event we and you shall comply with the Data Protection Act 1998 (DPA) and all other data protection laws to the extent applicable. Any personal data provided by you shall be used only for the administration and operation of the Scheme and for such purpose may be shared with registered suppliers, relevant local bodies and other government departments. You shall ensure that 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. We are required to retain records of your grant (the voucher value) for a period of 10 years.

Note: a version of these terms and conditions for non-business beneficiaries (residents) will be made available shortly