

Full Beneficiary Terms and Conditions

[For legal sign off and to be available from the Website as a separate PDF document]

Terms and Conditions

The following terms and conditions apply to this offer of a Gigabit Connection Voucher

1. About my connection:

- i. In order to qualify for a voucher grant, you must take a new connection which meets the Scheme rules. 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). Voucher 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. The Department for Digital, Culture Media and Sport reserve the right to close the Scheme 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 be no longer be available. DCMS accepts 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.
- 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



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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 criteria¹ below and are eligible to receive funding under the De Minimis Regulation.¹
- 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. Information submitted by you to the Gigabit Voucher Scheme will be shared with other associated organisations and registered suppliers, for the purposes of processing the application. You will have the right to request to see this information under data protection laws.
- v. 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.

General conditions

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



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- i. DCMS is not liable in any way for user errors or unauthorised use of the webpage and application materials by suppliers or beneficiaries.
 - ii. DCMS is 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, the Vouchers Scheme reserves the right to either cancel the voucher or reclaim the voucher value in full.
 - iii. DCMS reserves 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. DCMS reserves the right to end the scheme at any time.
 - v. DCMS does 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. DCMS accepts 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. [Data protection act 1998?] The data collected as part of your participation in the Local Full Fibre Networks Gigabit Voucher Scheme will only be used for the purposes of the administration and processing of the Scheme. We are required to retain records of your grant (the voucher value) for a period of 10 years.
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