

Broadband Connection Voucher Scheme

Terms and Conditions

If you are offered a Connection Voucher, the following terms and conditions will apply. **You should read them carefully and make sure you can agree to all of them.**

If you require additional guidance, please see our [Guidance for Applicants](#) on our website at www.connectionvouchers.co.uk or contact the local authority operating the Scheme [in your area](#).

For more information on what the technology terms mean in this document, please visit www.connectionvouchers.co.uk where there is a guide to the kinds of [broadband connections](#) available.

1. About my connection:

- i. In order to meet the definition of Step Change, the following conditions must apply for either Next Generation Access (NGA) or business grade connections:
 - For new NGA Connections, these must provide a minimum of 30Mbit/s to your premises. If your existing NGA-based broadband service is 30Mbit/s or greater, then the upgraded NGA-based broadband service must deliver at least a doubling of speeds compared to the service currently being consumed.
 - In the context of business grade connections these must exhibit both of the following characteristics:
 - offer a minimum of 20 Mbit/s services and are capable of being configured/upgraded to support at least 30 Mbit/s services; and
 - deliver at least a doubling of speeds when compared to the current business grade connection being consumed.

If you are transferring from NGA to business grade, the requirement for a doubling of speed does not apply.

Business grade connections are those that are provided on a dedicated/uncontended basis to customers and are supported with service level guarantees. We recognise that these services can be provided in the form of leased lines (including Ethernet services) or point-to-point microwave links but we do not specify a particular type of service.

- ii. The contract for service that you enter into with your chosen communications provider must be for a minimum of six months.
- iii. If your business operates from multiple eligible locations you may use the voucher to support the cost of more than one connection up to the Scheme's maximum voucher value (£3,000) Only one voucher can be awarded per business. This should be your registered

office and/or trading address(es). Multiple applications from the same business will be ineligible.

- iv. You will choose your service provider from the list of registered suppliers on our website. If you wish to select a supplier that is not listed on our website they will need to pre-register with the scheme before you can use them.
- v. You must enter into a contract with your supplier within 28 days of the date of the offer of a Connection Voucher. After 28 days we reserve the right to withdraw the offer and reallocate the funding.
- vi. All applications must be received and Connection Vouchers issued before 31 March 2016. No Connection Vouchers will be issued after this date. You must sign a contract with your supplier by 31 March 2016.
- vii. The Department for Culture Media and Sport reserve the right to close the Scheme before 31 March 2016. [Note: the Scheme is funded through a single national challenge fund. The Scheme will close on 31 March 2016 or when this fund has been fully allocated if prior to 31 March 2016]

2. About payment of my voucher

- i. Payment for vouchers will be made directly to your supplier, not to you or your business/organisation. You agree to send us the invoice provided by the supplier as evidence and we will make payment to them for up to the maximum voucher value, **net of VAT**. Within your claim form you will also be required to make a declaration that the new service has been installed and is performing as expected.
- ii. Claims must not include VAT. You will need to pay your supplier directly for any VAT charged before making your claim.
- iii. The Voucher offered will have a maximum value which you will be told at the time you apply. You can claim the actual cost of the connection or the voucher value, whichever is the lower, provided the cost is above £100. If the connection costs less than the voucher value, you can only claim the actual cost. If the cost falls below £100 you will not be eligible for payment.

If the connection costs more than the voucher value, you will be responsible for paying the difference to the supplier. The Connection Voucher Scheme is not liable for any payment in excess of the maximum voucher amount. However if the actual cost on your supplier invoice due to circumstances beyond their control is more than the maximum voucher value on your offer letter but less than £3,000, please contact the CVS team in your Local Authority as they may be able to authorise an amended voucher value.

- iv. Vouchers are for one-off connection and set-up costs only. These costs must be reasonable and in line with current market estimates. Connection 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 capital 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 are responsible for paying the ongoing monthly charge to your supplier – that cannot be claimed under the Connection Voucher Scheme.
- vii. You should not enter into contracts, commitments or expenditure prior to receiving a formal offer of a voucher. Anything you spend before the date of your voucher offer can't be claimed back.
- viii. The Connection 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 quote that you choose not to accept.
- ix. All Claims must be made by 30 September 2016 or within 6 months of the formal closure of the Scheme. We cannot pay claims submitted after this date. You should satisfy yourself that the supplier you choose can provide you with an invoice for work completed before this date.

3. About my application

- i. You are responsible for providing all the information reasonably requested by the Connection Voucher Scheme, including any additional information that may be necessary for the purposes of processing your application or deciding on your voucher award amount.
- ii. You are responsible for checking that you meet the eligibility requirements for the scheme. You will be asked on the application form to self-certify that you meet the SME criteria 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 on applications forms to the 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 voucher scheme, including providing information for a case study and taking part in any evaluation surveys.

¹ 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>

General conditions

- i.** The Connection Voucher Scheme is not liable in any way for lost or damaged applications, user errors or unauthorised use of the webpage and application materials.
- ii.** The Connection Voucher Scheme is not liable in any way for incomplete, false or misleading information given by applicants or suppliers. Where incomplete, false or misleading information is given, the Connection Vouchers Scheme reserves the right to either decline the application or reclaim the voucher in full.
- iii.** The Connection Voucher Scheme 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.** The Connection Voucher Scheme reserves the right to end the scheme when funds run out, or otherwise end the scheme before 31 March 2016 or end the scheme when advised by the UK Government.
- v.** The Connection Voucher Scheme 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.** The Connection Voucher Scheme 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.