



Department for
Digital, Culture,
Media & Sport

BETTER BROADBAND VOUCHER SCHEME

Supplier Participation Terms and Conditions

Better Broadband Voucher Scheme

22/01/2019

Version 1.0

INTRODUCTION

The Better Broadband Voucher Scheme (the "**Scheme**") is being delivered by BDUK, which is part of the Department for Digital, Culture, Media and Sport ("**DCMS**").

The purpose of the Scheme is to provide access to an affordable, basic broadband installation to an applicant (the "**Beneficiary**") whose home or business is unable to access a broadband service with a download speed of 2 Megabits per second (Mbps) and will not benefit from the superfast broadband roll out or any other publicly funded intervention to support the provision of broadband connectivity in the next 12 months.

The Scheme operates by providing micro-grants in the form of vouchers to qualifying Beneficiaries within the Scheme's area of operation. For a full list of where the Scheme operates, please refer to the Supplier Guide.

These grants have a maximum value of £350 inclusive of VAT for each Beneficiary who must receive the full value of the voucher as a reduction in the costs incurred. New connections supported by the Scheme must provide Beneficiaries with a new connection delivering a minimum service of:

- 10 Megabits per second download speed
- 0.5 Megabits per second upload speed
- 10 Gigabits of monthly data
- A 12-month contract as a minimum
- The maximum cost to the beneficiary of £400 inclusive of any VAT

Using their grant, Beneficiaries are able to contract with registered suppliers for a broadband installation which meets the terms of the Scheme. Payments of the grant under the terms of the Scheme are made by DCMS directly to registered suppliers, once both the supplier and the beneficiary have confirmed that new connections have been delivered. The Beneficiary is the recipient of the new connection and the associated grant.

This document sets out the qualifying criteria for suppliers who wish to take part in the Scheme, and the terms and conditions of participation. Suppliers must accept all the terms in order to take part in the Scheme.

These terms and conditions are effective from 22nd January 2019 and apply as follows:

Any suppliers who are not already registered to the Scheme must apply for registration in accordance with these terms and conditions.

Existing registered suppliers are required to re-register for the Scheme and accept these terms and conditions as a condition of registration. These terms and conditions shall apply in respect of any voucher codes requested from the date on which these terms and conditions are accepted. Claims made in respect of voucher codes requested before that date shall be subject to the terms and conditions in place at the time the voucher code was requested by the relevant Beneficiary (which for the purpose of those claims and all previous claims shall continue to apply).

The document has 6 parts

Section 1	Supplier Registration - contains the terms and conditions for supplier participation.
Section 2	Scheme Terms and Conditions - you must accept these in order to request vouchers for the Beneficiaries and agree to adhere to them.
Section 3	Eligible Costs definition - describes which costs the voucher may be used to claim.
Section 4	Issue Escalation Procedure - to be used in the event of any breach of these terms and conditions by a registered supplier.
Annexe A	Contains your application information and agreement. Please note, this is provided here in document format, however your actual application must be submitted online through the scheme website at https://basicbroadband.culture.gov.uk/register/ .
Annexe B	Contains a copy of the terms and conditions Beneficiaries will be required to accept in order to take part in the Scheme.

In addition, DCMS will provide an operating guide for suppliers about the Scheme which details how to use the online request and claim processes.

SECTION 1

Supplier Registration

In order to participate in the Scheme, you are required to read the following declaration. Your signed and dated application form submitted on behalf of your supplier organisation – completed online – confirms the relevant supplier's acceptance of the following:

1. I wish to register my supplier organisation as a supplier for the Department for Digital, Culture, Media, and Sport (DCMS) Better Broadband Voucher Scheme (the “**Scheme**”).
2. The information provided on my application form, and any other information given in support of the application, is correct to the best of my knowledge.
3. I understand that providing wrong or deliberately misleading information may give rise to criminal or other legal consequence and may lead to the supplier's de-registration from the Scheme using the Issue Escalation Procedure set out at Section 4.
4. I understand that the payment and operating mechanisms for the Scheme are described within Section 2 of this document and in the “Guidance for Suppliers” document - provided separately as guidance only. If I am uncertain about whether a claim for payment complies with the requirements of Scheme I understand I must seek clarification from DCMS before submitting that claim.
5. I confirm that my supplier organisation is capable of entering into contractual relationships with eligible Beneficiaries for the delivery of broadband connections which meet the connectivity requirements of the Scheme set out in Section 2.
6. I understand that non-participation (such as the continued refusal to offer services to Beneficiaries when requested, without reasonable explanation or cause) may be considered a breach of the terms and conditions of the Scheme and will be managed in accordance with the Issue Escalation Procedure as set out in Section 4.
7. I understand that participation in the Scheme requires suppliers to offer Beneficiaries the lowest cost, commercially available solution that meets the connectivity requirements set by the Scheme. Alternatively, Beneficiaries may choose to self-fund a connection with a higher performance than the lowest cost solution; however, the voucher contribution to the cost of the new connections will be limited to the value of the lowest cost solution.
8. I confirm that I am not a sole trader.
9. I confirm that my supplier organisation holds public liability insurance of at least £5 million per event.
10. I confirm that all contracts offered to Beneficiaries supported by vouchers as part of the Scheme will have a minimum contract period of 12 months.
11. I confirm that my supplier organisation is wholly responsible for ensuring that all claims for payment of funding under the Scheme are in respect of genuinely incurred eligible costs (as set out in Section 3) only and that every connection for which claims are made complies with the connectivity requirements as set out in Section 2 of this document.



12. I understand that DCMS may amend the Scheme processes and terms and conditions set out in this document from time to time. I will be notified in advance with details of any changes and will be given the option to accept the changes or deregister my supplier organisation from the Scheme.
13. I declare that my supplier organisation shall establish the eligibility of each applicant, submit a voucher request, and receive a valid voucher code prior to contracting with an applicant and completing the required installation.
14. I understand that qualifying connection solutions (and associated eligible costs) will be sold to Beneficiaries solely on the basis of their need in accordance with standard market practice.
15. I understand that the Beneficiaries are the beneficiaries of the subsidy and that the financial benefit of the grant (voucher) will be passed on in full to Beneficiaries.
16. I understand that under no circumstance will my supplier organisation be a Beneficiary of the Scheme.
17. I understand that DCMS does not give any undertaking or accept any liability for the ability or willingness of Beneficiaries to enter into contracts with my supplier organisation for the supply of services or for the authority of Beneficiaries to authorise connections at specific premises. Suppliers are advised to exercise usual due diligence and best practice before entering into contractual agreements.
18. I understand that my supplier organisation may not claim for costs incurred if a Beneficiary has cancelled their order within either the 14 calendar day cooling off period set by the Consumer Contracts Regulations or any other cooling off period set out within my own supplier organisation's terms and conditions as applied to the cancelling Beneficiary's installation. Where a claim is made, DCMS will require the return of any subsidies related to that installation.
19. I understand that my supplier organisation elects to participate in the Scheme (including provision of services and offers of contract) at its own cost and risk. DCMS cannot bind applicants into contractual relationships with suppliers.
20. I understand that, as part of DCMS anti-fraud procedures, quotes, contracts, and invoices will be subject to audit. In addition, at the sole discretion of DCMS, any services provided may be subject to further clarification or inspection for the purposes of audit either by DCMS or its appointed agents. Where further clarification is required, I will be required to provide evidence that costs, against which voucher funding has been claimed, have been legitimately incurred and relate to eligible costs only. Eligible costs are set out in Section 3. When requested by DCMS my supplier organisation agrees to provide this information within 5 working days of the date of such a request. Failure to provide this information on request is a breach of these terms and conditions and will be managed in accordance with the Issue Escalation Procedure as set out in Section 4.
21. I understand that where DCMS suspects fraud, malpractice or supplier error, DCMS reserves the right to withhold and/or recover voucher funds from the supplier in question and/or remove the supplier from the Scheme.
22. I understand that DCMS reserves the right to suspend the Scheme at any time on notice and will

not provide funds to support any vouchers for orders placed after the date of any such suspension.

23. I understand that any notification of changes to the Scheme will be to the main contact provided by me within the supplier registration.
24. I will update any changes in contact details immediately using the online portal. In the event I do not have access to the portal, I will notify DCMS at better.broadband@culture.gov.uk.
25. I understand that if requested by DCMS to cease promoting the Scheme then my supplier organisation will do so within 2 working days following formal notification from DCMS.
26. I understand that DCMS reserves the right not to make payments in respect of connections where my supplier organisation fails to complete and submit claims in accordance with the requirements set out in Section 2.
27. I understand that the Scheme operates within the requirements of EU and UK competition law and as such I recognise that any anti-competitive behaviour (e.g. bid rigging) can be prosecuted by the relevant competition authorities. Where breaches of the law and regulations are found, the competition authorities have the power to levy fines against the company and bring criminal actions against individuals (in addition to Director Disqualification Orders).
28. I understand the information provided on this form may be made available to the European Commission for purposes connected with the subsidy programme but will not otherwise be disclosed to third parties without express permission, except where required by law (including under the Freedom of Information Act 2000 and equivalent legislation).
29. I understand that information submitted to DCMS by suppliers will be shared with other associated organisations, including local authorities, for the purpose of promoting the Scheme, processing claims, making payments and carrying out audit inspections. The sharing of any personal data will be subject to the terms set out below.
30. Personal Data
 - a. DCMS and the supplier shall in relation to the Scheme comply with their respective obligations under (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 (being GDPR); (ii) the Data Protection Act 2018; (iii) any code of practice or guidance published by the ICO and/or the European Data Protection Board from time to time; and (iv) all other applicable data protection laws ("**Data Protection Laws**"), in each case to the extent necessary under those laws.
 - b. DCMS and the supplier acknowledge that:
 - i. the supplier shall provide contact data of relevant supplier personnel for use by DCMS in its administration, management, and operation of the Scheme (including for determining eligibility for the Scheme and (where applicable) for the purposes of monitoring, assurance, and fraud prevention) ("**Supplier Contact Data**");

- ii. DCMS shall provide contact data of relevant DCMS personnel for use by the supplier in its administration of, and participation in, the Scheme (including for the purpose of receiving vouchers) ("DCMS Contact Data"); and
- iii. the supplier shall provide other Personal Data (including contact data of Beneficiaries) for use by DCMS in its administration, management, and operation of the Scheme (including for determining supplier and Beneficiary eligibility for the Scheme) ("Other Supplier Data"). These data shall include but not be limited to: beneficiary contact name, installation address, email address, company number where relevant, date of agreement, current and planned broadband connection speed, date of order, date of installation.

c. In these terms:

- i. "**Contact Data**" means the Supplier Contact Data or the DCMS Contact Data, as applicable; and
- ii. "**Controller**", "**Personal Data**", "**Process**" and "**Processed**" have the meanings given to those terms in the Data Protection Laws.

d. For the purpose of the Scheme DCMS and the supplier agree that:

- i. the Supplier shall be the Controller of:
 - 1. the Supplier Contact Data and the Other Supplier Data for its own internal business purposes; and
 - 2. the DCMS Contact Data where it is Processed by the Supplier in accordance with clause 30(b)ii;
- ii. DCMS shall be the Controller of:
 - 1. the DCMS Contact Data for its own internal business purposes;
 - 2. the Supplier Contact Data where it is Processed by DCMS in accordance with clause 30(b)(i); and
 - 3. the Other Supplier Data for: (i) its own internal business purposes; and (ii) the purpose of its administration, management, and operation of the Scheme.

e. DCMS and the supplier shall Process the other party's Contact Data for the purposes set out above in accordance with that party's relevant privacy policy. Each party may be required to share the other party's Contact Data referred to above with its affiliates and other relevant parties, within or outside the country of origin, in order to carry out the activities specified above, but in doing so, each party will ensure that the sharing and use of the Contact Data complies with the Data Protection Laws.

f. Where acting as the Controller for the purposes of the Contact Data, DCMS and the supplier shall make available to the other a copy of their applicable privacy policy and the receiving party shall ensure that this policy is provided to the applicable persons whose Personal Data has been shared with the other party for the purposes set out in these terms.



- g. Where acting as the Controller for the purposes of the Other Supplier Data, the supplier shall ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to allow the supplier to disclose the Other Supplier Data to DCMS in accordance with the Data Protection Laws for its use as anticipated in these terms.
- h. DCMS and the supplier warrants, represents and undertakes to the other that it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring its Contact Data or (in the case of the supplier) the Other Supplier Data in accordance with these terms.
- i. The supplier shall indemnify on demand and keep indemnified DCMS against any losses incurred by, awarded against or agreed to be paid by DCMS to the extent arising from the supplier's failure to comply with the Data Protection Laws.

31. I understand that any data provided about Beneficiaries to DCMS in relation to their Better Broadband Voucher Scheme may be shared by DCMS for the purpose of monitoring, assurance, and fraud prevention.

32. I understand that I must inform DCMS immediately of any change in circumstances which may affect this application or my participation in the Scheme.

33. I confirm that I am authorised to complete this application on behalf of my organisation.

34. I agree to provide DCMS with such additional information and assistance as DCMS may reasonably require from time to time in relation to the operation of the Scheme.

35. I agree that if my organisation receives any information request under the Freedom of Information Act 2000 (or equivalent legislation applicable to my organisation) that concerns the Scheme and/or DCMS I shall provide such request to DCMS without delay.

36. I understand that 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. The rights and remedies of DCMS under or in connection with these terms and conditions may be waived only by notice by DCMS and in a manner that expressly states that a waiver is intended.

SECTION 2

Scheme Terms and Conditions

Introduction

This section sets out how the Scheme operates and the applicable terms and conditions. There are 4 key criteria that must be met for a Beneficiary to receive a new connection supported by the Scheme:

- you must be a registered supplier;
- the Beneficiary must be eligible;
- the new connection must meet the Scheme's connection requirement; and
- the costs claimed must meet the Scheme's Eligible Cost rules.

The Scheme operates using the following process:

- the Beneficiary selects you from a list of registered suppliers;
- the Beneficiary confirms that they are eligible;
- the Beneficiary confirms they accept the Beneficiary Terms and Conditions;
- you request a voucher for an eligible Beneficiary;
- DCMS checks and confirms eligibility with the Beneficiary and issues the voucher. You can see when this has happened online;
- you then have up to 28 days to deliver the new connection;
- you tell us you have delivered the new connection and provide evidence to support the claim online;
- we check with the Beneficiary that the new connection is working and they are happy to claim their voucher; and
- we pay you on behalf of the Beneficiary.

We also carry out several checks throughout this process.

Terms and Conditions

The following section sets out the applicable terms and conditions which suppliers must agree and adhere to in order to request vouchers for their customers (Beneficiaries).

1. Suppliers wishing to offer broadband connection solutions to Beneficiaries supported by grants as part of the Scheme must submit an online application form in order to become a **registered supplier** taking part in the Scheme. You cannot request vouchers unless you are a registered supplier. We will tell you whether your application has been accepted. Section 1 of this document contains details of the terms and conditions of participation.
2. Registered suppliers must not describe their involvement in the Scheme as "approved" in any marketing or promotional material; suppliers must only describe themselves as "Registered" in respect of the Scheme.
3. Suppliers must not do, nor cause or authorise to be done: (i) anything which shall impair, damage or be detrimental to the reputation or goodwill associated with DCMS, the Scheme, and/or its logos; or (ii) anything which may adversely affect the value of the logos or their registration. The logos shall not be altered in any way without prior written consent from DCMS and the suppliers shall ensure that any reproduction under these terms shall be a true and exact replica of the relevant logos.

4. In order to request a voucher for a customer (Beneficiary), all the following criteria must be met:

- a. you are a registered supplier;
- b. the Beneficiary's premises are eligible. The premise to be connected:
 - i must not have already received the connection supported by the voucher or any other publicly funded scheme;
 - ii must be in a location where there is no pre-existing broadband connection offering speeds of more than 2 Mbps; and
 - iii must be in a location where no broadband connection offering speeds of more than 2 Mbps supported by any form of public funding is planned in the next 12 months. (Note: Verifying 4biii is not the responsibility of the Beneficiary; suppliers are requested to use reasonable endeavours to establish conditions 4b ii & iii are met. This will be checked by DCMS.);
- c. the **Connectivity Requirements** set out below (5) are met;
- d. only those **Eligible Costs** set out below (Section 3) are claimed by you on behalf of the Beneficiary;
- e. only Eligible Costs contained in the supplier's lowest priced commercially available solution which meets the Scheme's connectivity requirements are claimed;
- f. the entire value of the voucher is passed to the Beneficiary; and
- g. the voucher is not used to fund or reduce monthly fees.

5. **Connectivity Requirements:** new connections supported by vouchers provided by the Scheme must meet all the following criteria:

- a. provide a minimum download speed of 10 Mbps and a minimum upload speed of 0.5 Mbps;
- b. provide a monthly data allowance of at least 10GB;
- c. be subject to a minimum contract term of 12 months with no free or reduced cost period during the first 12 months; and
- d. have a maximum cost to the Beneficiary of £400 in the first 12 months including VAT, installation and recurring fees.

6. Before requesting a voucher to support the cost of the relevant connection solution for the Beneficiary, registered suppliers are required to establish the following based on information provided by the Beneficiary and using a suitable online broadband availability checker:

- a. The current download speeds achieved at the premises.
- b. That the premise has not received a previous broadband subsidy from a DCMS or local body administered scheme, including under the Superfast Programme, the Super Connected Cities Scheme, the Better Broadband Scheme, or the Local Full Fibre Networks Programme including the Gigabit Broadband Voucher Scheme.

You will be required to provide evidence to support your request. Typically this will be a screenshot of the online speed checker used, with evidence specific to the premise for which the voucher is requested.

7. Suppliers must ensure that Beneficiaries are informed that where they knowingly provide

incorrect information in response to the enquiries set out in 6a & b above, the terms of the voucher request will be invalidated, and they will be required to repay the value of the subsidy provided by the voucher.

8. Suppliers must gain the consent of the relevant Beneficiary prior to submitting a request for vouchers. Submitting requests for vouchers without the relevant consent will be regarded as a breach of the Scheme terms and conditions and will lead to the initiation of the Issue Escalation Process set out at Section 4.
9. Suppliers are required to submit a voucher request using the Scheme website, on behalf of the Beneficiary, before installation. Only when the voucher code has been issued may the installation take place. The voucher request must contain the following information about the Beneficiary and the location where the new connection is to be provided. These data are to be provided only using the online service DCMS uses to operate the Scheme:
 - a. the **name** of the Beneficiary. This should be the property owner/occupier and must be the person with whom you have contracted to deliver the new connection;
 - b. an **email address** for the same Beneficiary. It is important that this email address is accurate and accessible by the Beneficiary. We use this address to validate the request;
 - c. the **full postal address** at which the new connection is to be delivered. If possible, you should also supply the Unique Property Reference Number (UPRN); [JC: Please clarify the issue that you're wishing legal to advise on]
 - d. a telephone contact number for the Beneficiary;
 - e. the current maximum broadband speed available at the premise (download);
 - f. the new speeds (upload and download) to be delivered at the premise;
 - g. details of the technology type of new service to be provided; and
 - h. the eligible costs to be claimed.

Please refer to Section 1, clause 30 for your obligations to collect these data subject to the requirements of all relevant data protection legislation.

10. Beneficiaries are required to validate the voucher request made on their behalf by their supplier. No further eligibility checks will be carried out nor will vouchers be issued until the Beneficiary has validated the voucher request. Validation will take place by email using the Gov.UK Notify service (<https://www.notifications.service.gov.uk/>).
11. A voucher is an offer of grant to the Beneficiary. DCMS will issue a voucher subject to the Scheme's terms and conditions only when it is satisfied that these have been met. Suppliers will be able to access information about the status of vouchers requested on behalf of Beneficiaries using the Scheme website at <https://basicbroadband.culture.gov.uk/>
12. All connections supported by vouchers must be delivered no later than **28 days** from the date that DCMS issues the voucher to the Beneficiary. If suppliers believe that, during the 28 day implementation period, this timeframe is at risk due to issues with third parties beyond their reasonable control and which could not be reasonably foreseen (and the supplier has acted in accordance with good industry practice), then suppliers should contact DCMS as soon as reasonably possible with details of the mitigating circumstances, including details of the relevant issue(s) and the earliest delivery date which can be achieved. DCMS will consider the evidence provided and may, at its sole discretion, agree a revised delivery deadline for the use of the voucher. No more than one extension may be agreed per deployment.

13. Suppliers are required to submit claims for payment using the online portal within 10 working days of the completion of the relevant installation. As part of the claim suppliers will be required to provide the following mandatory information:

- a. Installation Date
- b. Technology used
- c. Monthly costs, including VAT
- d. Equipment installed and Eligible Costs incurred
- e. Download speeds
- f. Upload speeds
- g. Monthly data allowance
- h. Contract term
- i. Supporting evidence - typically, we expect a scanned copy of a customer invoice which confirms the above in line with the supplier's normal business practices

14. Beneficiaries are required to validate the installation claimed by the supplier. No payment will be made until this validation has been received. Validation will take place by email using the Gov.UK Notify service (<https://www.notifications.service.gov.uk>) and using the email address provided at 9b.

15. Validation of a voucher request or claim may only be completed by the named Beneficiary. Under no circumstances may validation of a voucher request or claim be received by and/or completed by the supplier. The Beneficiary's contact details must be provided for the purposes of validating the voucher request or claim.

16. I understand that, as part of DCMS anti-fraud procedures, supplier quotes and invoices will be subject to random audit. At the sole discretion of DCMS, any claims made may be subject to further clarification and the provision of evidence for the purposes of audit. Evidence which may be required includes but is not limited to:

- a. Supplier/Beneficiary contract/agreement copy
- b. Speed test evidence
- c. Customer invoice
- d. Proof of equipment and other input costs

17. Claims where any of the above requested evidence has not been provided will not be paid under any circumstance until sufficient evidence has been received.

18. If DCMS does not receive verification from a Beneficiary for whom a voucher has been reported as connected (**claimed**) within 28 days of the date of that report, DCMS will place the voucher at risk and notify the supplier. DCMS may at its absolute discretion subsequently refuse to accept that request for payment and thereby cancel the voucher. Suppliers must advise beneficiaries of this step in the process. Beneficiaries who knowingly make a false statement about the status of their existing or new connection are in the breach of the Scheme terms and conditions.

19. Suppliers will receive funds within 14 days of the date of receipt of the approved and validated grant claim, subject to any audit carried out by DCMS.

20. Where DCMS requests cost and contract information – as set out at 16] above - this must be provided within 5 working days. Failure to do so will be managed in accordance within the Issue Escalation Procedure set out in Section 4.



21. Incomplete entries within the claim or claims which are received after the relevant deadline may delay payments to suppliers.
22. Where post installation checks have identified supplier error (e.g. where a pre-connection has been supplied to an ineligible premise) then DCMS will require the return of any subsidies related to that installation.
23. Where post installation checks have identified that the Beneficiary has provided incorrect information to a supplier and DCMS takes action to recover subsidy funding, then suppliers shall provide assistance (on a reasonable endeavours basis) to DCMS to facilitate recovery of subsidy.
24. Suppliers shall be entitled to claim only the incurred Eligible Costs of each individual installation on behalf of the relevant Beneficiary. Suppliers acknowledge that all costs and charges claimed as part of participation in the Scheme are in line with current commercial costs of the services offered by them and that costs are based on the provision of a 12 month service to the Beneficiaries.

SECTION 3

Eligible Costs

For the purpose of the Scheme "**Eligible Costs**" means the full **directly attributable incremental costs** (that are capable of being capitalised under generally accepted accounting practices in the UK) of connecting Beneficiaries to commercially deployed access infrastructure to enable Beneficiaries to obtain the service capability they require, which meet the Connectivity Requirements set out in Section 2.

In accordance with these terms and conditions of the Scheme, suppliers are responsible for ensuring that all claims submitted for voucher funding relate to actually incurred Eligible Costs only, and should seek further guidance from DCMS if necessary, before submitting claims for payment.

Suppliers must be able to provide evidence to support all Eligible Costs claimed.

All costs claimed must be in line with the supplier's standard commercial terms and the full value of the voucher claimed for every Beneficiary must be demonstrably passed to the Beneficiary.

The Scheme does NOT support monthly rental or opex charges which must be paid by the Beneficiary.

The maximum value of any voucher to support a new connection is £350 inclusive of any VAT.

Eligible costs

The costs set out below are non-exhaustive examples of Eligible Costs.

Eligible network connection costs (for all types of connection)

- Planning, survey, site preparation, installation, and commissioning;
- Indoor and outdoor CPE equipment including any necessary interconnection between them;
- Provision of building entry points (including breaking/drilling charges for entry through external and internal walls), and fibre cable and jointing;
- Necessary supporting structures including poles and other mountings, brackets, and fixings;
- Power supplies equipment to support network electronics and optics, but excluding any power supplies beyond an existing 240V AC socket;
- Fibre optic cables, sheaths, connectors, jumpers, antennas, lightning protection devices, and electrical earthing; and
- Adapters/converters to ensure that all the pre-existing communications functionality is effectively maintained (e.g. adapters/converters for analogue telephones, dial-up modems, alarm diallers or other devices that may contain embedded modems such as medical alarms).

The following additional conditions apply:

1. The maximum subsidy available to support a single new connection is £350 including any applicable VAT;
2. Costs claimed must be calculated based on the supplier's lowest priced commercially available solution which meets the connectivity requirements;

3. Beneficiaries may agree to self-fund the cost of more expensive solutions provided only the cost of the lowest priced commercially available solution which meets the Scheme's connectivity requirements is claimed;
4. The maximum annual cost to the Beneficiary for the solution supported by the voucher must not exceed £400 inclusive of VAT (opex/rental);
5. Where a wireless access solution is used (including 4G & Fixed Wireless Access (FWA)):
 - a. an outdoor antenna must be fitted to a fixed structure (e.g. a wall, roof or pole) if required to meet the connectivity requirements;
 - b. suppliers must hold appropriate licences or have a reseller agreement in place with an operator licensed to use the relevant radio spectrum; and
 - c. the supplier must be able to provide first-line technical support; and
6. Community schemes – where the cost of providing new connectivity which meets the Scheme connectivity requirements is shared between multiple Beneficiaries – are eligible. In these cases, Pre-Registered Project applications will be required.

Excluded costs

The following costs are non-exhaustive examples of costs that do not qualify as being Eligible Costs:

- Customer Premise Equipment (CPE) equipment providing customers with more than five Ethernet ports and/or one integrated Wireless Access Point in total;
- Separate Internet firewall devices;
- Any device providing a non-networking function including general computing and user devices like laptops, tablets, and smartphones;
- Any equipment located beyond the curtilage of the Beneficiary's premises other than a final drop cable and/or duct;
- Additional charges for expedited connection e.g. time related charges (TRCs);
- cancellation fees for any pre-existing connection or contract;
- cabling on the customer side of the CPE (including Ethernet, fibre or coaxial cable) to support additional in-building connectivity or wireless access points;
- Historic capital costs associated with network deployment (excepting where these have been demonstrably deployed at risk by the supplier in anticipation of Beneficiaries using vouchers to access the network since the launch of the Scheme [Jan 2019]);
- cabling beyond the final drop which includes Ethernet, fibre or coaxial cable that extends beyond whichever distribution point, joint, tap, footway box, cabinet or equivalent that is nearest to the CPE;
- Costs related to the purchase of wayleaves or other easement rights [note 3];
- Operational expenditures and overheads (Opex), save for those that are direct incremental and one-off costs associated with the installation of the new high-speed / high-grade connection;
- Operating lease rentals, general corporate or unabsorbed overheads, interest and financing charges;
- Wayleaves;
- Demand surveys, marketing & other sales costs; and
- Costs previously covered under the *remote installation guidance*, such as mileage, overnight accommodation and ferry trips.

Section 4

Issue Escalation Procedure

The following procedure will be followed if there are issues arising with suppliers in respect of the Scheme including, but not restricted to:

- Provision of requests, claims, quotes or invoices which have been identified as suspicious by DCMS anti-fraud procedures;
- Provision of claims, quotes or invoices which seek to secure voucher funding for costs which have not been genuinely incurred or are not Eligible Costs as defined in Section 3;
- Provision of invoices for costs which are not consistent with commercial rates for comparable installations;
- Failing to provide evidence in support of claims;
- Instances of suspected collusion between suppliers; and
- Any other suspected breaches of terms and conditions of the Scheme.

Following an initial investigation by DCMS and/or the local body, or DCMS's appointed agent, without prejudice to any rights or remedies of DCMS at law or in contract one of the courses of action listed below will be followed:

- 1) Do nothing – DCMS assessment determines that no further action is required.
- 2) Monitor – DCMS assessment determines that the supplier(s) in question should be monitored for an agreed period of time before determining if action is required.
- 3) Investigate – DCMS determines that further investigation of the issue is required. The DCMS Senior Responsible Officer (SRO) will be notified.

Suppliers should note that, should DCMS reasonably believe that public funding may be at risk, then DCMS reserves the right to immediately suspend suppliers from the Scheme (and cease further payments to that supplier) pending further investigations.

If further investigations are deemed necessary as part of (3) above, the supplier will then be contacted in writing by DCMS and asked to provide clarification of the issue within five working days of receipt of DCMS notification.

On receipt of the supplier's response, the supplier may be invited to attend a meeting with DCMS and/or the relevant local body to discuss the nature of the issue and the clarifications received.

Following completion of these further investigations (which may involve further discussions with the supplier) a written report will be prepared by DCMS. Depending on the specific nature of the issue, without prejudice to any rights or remedies of DCMS at law or in contract the course of action that DCMS may take may include any or all of:

- No action required – case closed;
- DCMS issuing clarification of guidance to all local bodies;
- DCMS issuing clarification of guidance to the supplier(s) concerned;
- DCMS issuing updated guidance to all suppliers;
- DCMS amending the design of the Scheme;
- DCMS determining special measures for the supplier(s) in question, such as an increased frequency of audits;

- DCMS removing the supplier(s) from participation in the Scheme;
- DCMS seeking to withhold and/or recover voucher funds from the supplier(s) concerned or administering other sanctions on the supplier, as deemed appropriate (such as referring the supplier to the relevant authorities).

Suppliers will have a right of appeal to the BDUK Chief Executive, if required. Otherwise, any decision made by DCMS under this escalation procedure shall be final.

Issues relating to other schemes

In the event that there are issues arising with any supplier in respect of any other DCMS programme or scheme (including without limit the Local Full Fibre Networks programme, the Superfast programme and the Gigabit Broadband Voucher Scheme), including issues analogous to the issues described in this section such that DCMS reasonably believes that public funding may be at risk, then DCMS reserves the right at its discretion to (having completed an investigation) suspend the supplier from the Scheme, remove the supplier from the Scheme, apply special measures to the supplier (such as an increased frequency of audits) in respect of the Scheme and/or withhold and/or recover voucher funds from the supplier paid under the Scheme. DCMS may exercise such rights whether or not there are issues arising with the supplier in respect of the Scheme and such rights shall be without prejudice to, and unaffected by, any rights DCMS may have under or in connection with those other programmes or schemes.

Annexe A - SUPPLIER REGISTRATION

THIS IS NOT A FORM - You must complete the online form

Section 1

Suppliers wishing to register on the Better Broadband Voucher Scheme must complete the application form below.

You can find the full Scheme Terms and Conditions here [Insert Link]. You must read and accept these before completing and submitting your application.

Section	Question/Declaration	Response Type
2 -Company Information	Company Name	DATA
	Registered Address	DATA
	Trading Name (if different from above)	DATA
	Trading Address (if different from above)	DATA
	Company Registration Number	DATA
	VAT Registration Number	DATA
	Total Number of Employees	Drop down list
	Company Directors	DATA
	Industry Trade Body Membership	Yes/No – If yes, DATA provided
	Alternative Dispute Resolution Service Membership	Yes/No – If yes, Dropdown List provided
Business Broadband Speeds Code of Practice - do you currently subscribe to this code		Yes/No
Have you been deregistered from any other broadband schemes delivered by BDUK or similar schemes delivered by another public body?		Yes/No – If yes, DATA provided

3 – Banking Details	Account Name	DATA
	Account Number	DATA
	Sort Code	DATA
	Bank Address	DATA
	Email for Remittance Advice	DATA
	Contact Name and Telephone Number – Payment Queries	DATA
	Bank Account Evidence	File Upload
4 – Supplier products offered	Technology Type	Tick box
	If 4G, please upload Ofcom Licence/4G reselling agreement	File Upload
	Monthly Costs	DATA
	Minimum Download Speeds	DATA
	Minimum Upload Speeds	DATA
	Contract Length	DATA
	Link to Package	URL
	Published Price List	File Upload

<p>5 – Confirmation Statement</p>	<p>I confirm that my organisation has read, understood and agrees to be bound by the terms set out in the Supplier Participation Terms and Conditions including the following sections:</p> <ul style="list-style-type: none"> ● Connectivity Requirements ● Eligible Costs ● Issue Escalation Procedure <p>I declare that the information on this form, and any other information given in support of the application, is correct to the best of my knowledge. I will notify DCMS immediately if there are any material changes to the information provided within this application.</p> <p>I understand that providing wrong or deliberately misleading information may be an offence and that such information may be used against me or my organisation in any subsequent proceedings.</p> <p>I understand that, under the terms of the Scheme, my organisation shall be entitled to recover incurred eligible costs only and that evidence of these costs will be provided upon request.</p> <p>I acknowledge that all costs and charges stated in this application are in line with current commercial costs of the services offered by my organisation and that costs are based on the provision of a 12 month service to the Beneficiaries.</p> <p>I confirm that:</p> <p>I am authorised to complete this form and accept the terms and conditions on behalf of my organisation.</p> <p>Full Name</p> <p>Title/Function</p>	<p>Tick Box/DATA</p> <p>Tick Box/DATA</p> <p>TEXT</p>
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Annexe B

Beneficiary Terms and Conditions

Introduction

The Better Broadband Voucher Scheme (the “**Scheme**”) is being delivered by BDUK, which is part of the Department for Digital, Culture, Media and Sport (“**DCMS**”).

The purpose of the Scheme is to provide access to an affordable, basic broadband installation to an applicant (the “**Beneficiary**”) whose home or business is unable to access a broadband service with a download speed of 2 Megabits per second (Mbps) and will not benefit from the superfast broadband roll out or any other publicly funded intervention to support the provision of broadband connectivity in the next 12 months.

The Scheme operates by providing micro-grants in the form of vouchers to qualifying Beneficiaries within the Scheme's area of operation. For a full list of where the Scheme operates, please refer to the Beneficiary Guide.

These grants have a **maximum** value of £350 inclusive of VAT for each Beneficiary who must receive the full value of the voucher as a reduction in the costs incurred. New connections supported by the Scheme must provide Beneficiaries with a new connection delivering a minimum service of:

- 10 Megabits per second download speed
- 0.5 Megabits per second upload speed
- 10 Gigabits of monthly data
- A 12-month contract as a minimum
- The maximum cost to the beneficiary of £400 inclusive of any VAT

You can check what broadband speeds are available at your address using a broadband speed-checker:

<https://checker.ofcom.org.uk/broadband-coverage> or
www.dslchecker.bt.com

If you believe you are eligible to benefit from the Scheme you should contact a registered supplier – you will find a list on our website suppliers/– who will help you check to see if you are eligible and tell you what connection solutions may be available to you. Different suppliers can provide different types of solution – fixed wireless, satellite, 4G or as part of a community project. We are not able to recommend suppliers or solutions.

Your supplier will then request a voucher on your behalf, we will check with you and once your eligibility has been confirmed, we will issue your voucher. Your supplier then has 28 days to connect you to your new service. When they have done so, they let us know and we release the grant to make sure your cost of connection is reduced by the value of the voucher. We'll check with you that the new connection is working before we pay the grant to your supplier.

We have made further information available in a guidance document. This is a government funded scheme and there are some terms and conditions you will need to agree to. These are set out in this document.



A. Main Conditions

1. In order to benefit from a voucher all the following criteria must be met:
 - a. You must ask a registered supplier to request a voucher on your behalf.
 - b. Your premises must be eligible. This means your premise:
 - must not have already received the connection supported by the voucher or any other publicly funded Scheme;
 - must be in a location where there is no pre-existing broadband connection offering speeds of more than 2 Mbps; and
 - must be in a location where a broadband connection offering speeds of more than 2 Mbps supported by any form of public funding is neither already available nor planned in the next 12 months
2. You must enter into a new contract or agreement for at least 12 months with a supplier registered to the Scheme.
3. If you are a business, you must be a Small and Medium Size Enterprise (SME) and you must confirm that you have received less than €200,000 over 3 years in State Aid. The Scheme applies the EU definition of an SME. Details of this definition are available from <http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/> or from DCMS on request.
4. When you agree to take a new connection from your supplier supported by a voucher, your supplier must send us a request for a voucher on your behalf using the online portal provided by the Scheme. You must agree within 28 days by responding to an email we will send to the email address you provide to your supplier. If you do not give your agreement within this time your supplier's request for a voucher on your behalf may be cancelled.
5. Your new connection must be installed within 28 days of the offer of a voucher. If your supplier is not able to deliver your new connection within this time, 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 28 days of the offer of a voucher.
6. 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. You must respond to our requests for information within 28 days or your voucher may be cancelled.
7. You cannot benefit from a voucher to support the costs of a connection you already have or to replace a connection which is already capable of 2Mbps. Anything you spend before the date of your voucher offer cannot be claimed as part of the scheme.
8. You cannot benefit from the Scheme if the premise has already received a broadband subsidy from a DCMS or local body administered broadband support scheme, including under the Super Connected Cities Scheme, the Better Broadband Scheme, the Gigabit Broadband Voucher Scheme or the Local Full Fibre Networks programme or any other similar or related scheme or programme.
9. 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.
10. The financial benefit provided by the voucher funding is a benefit to the individual or business



whose broadband connection is upgraded.

11. We reserve the right to stop issuing vouchers at any time before 31 December 2019 (when the Scheme will end).

B. General conditions

1. Vouchers are not transferable to other Beneficiaries or properties.
2. We are not liable in any way for user errors or unauthorised use of the Scheme web pages and application materials by suppliers or Beneficiaries.
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.
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.
5. We reserve the right to end the Scheme at any time.
6. The contract for service you have accepted with your chosen supplier is in no way affected by the offer of a voucher or its issue or non-issue in accordance with these terms and conditions.
7. Public sector organisations (including state schools) may not benefit from the Scheme.
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.
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.
10. 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.
11. 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.
12. If you receive any information request under the Freedom of Information Act 2000 (or equivalent legislation applicable to you) that concerns the Scheme and/or us you shall provide such request to us without delay.
13. 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. The rights and remedies of DCMS under or in connection with these terms and conditions may be waived only by notice by DCMS and in a manner that expressly states that a waiver is intended.
14. In the event that we decline your supplier's request for a voucher on the basis that the premise for which the voucher has been requested is already capable of benefiting from a broadband connection with a download speed greater than 2Mbps, you may appeal this decision by contacting us at better.broadband@culture.gov.uk. Your appeal must contain the following information:

- a. screenshots of three separate speed tests carried out at different times of day, while connected via Ethernet cable (rather than Wi-Fi) to your router;
- b. full address details; and
- c. any additional supporting evidence you wish to provide.

3. Data Protection

- i. 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://basicbroadband.culture.gov.uk/privacy_notice/. 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.
- ii. 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 DCMS and you to comply with our respective obligations under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 (being the GDPR).
- iii. Where you are a residential Beneficiary any personal data provided by you shall be used in accordance with our privacy statement located at https://basicbroadband.culture.gov.uk/privacy_notice/.