



Department for
Digital, Culture,
Media & Sport



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**GIGABIT BROADBAND
VOUCHER SCHEME**



Beneficiary Terms and Conditions

Gigabit Broadband Voucher Scheme

UK Gigabit Voucher Funding

5 December 2022

Version 8.0

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 Building Digital UK (**BDUK**), acting on behalf of the Department for Science, Innovation and Technology;
- "you" refers to the relevant SME or residential beneficiary (where applicable); and
- "Gigabit Capable Networks" has the meaning given in the Supplier Terms and Conditions (defined in paragraph 2.1 below).

B. This version 8.0 of these Terms and Conditions apply, and the previous versions 7.0 of the Terms and Conditions continue to apply, only as follows:

Project Type	Applicable Terms and Conditions
UKGV Projects (submitted for Approval before 5 December 2022)	Version 7.0 of these Terms and Conditions
UKGV Projects (submitted for Approval on or after 5 December 2022)	Version 8.0 of these Terms and Conditions (or such later version as may be in place at the time of submission)

You are bound by the version of the 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 be vacant / unoccupied / derelict;

1.2.3 not have speeds of more than 100 Mbps available;

1.2.4 be "Rural" according to the Office for National Statistics (ONS) or equivalent:

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

- (b) NISRA definitions E – H (Northern Ireland);
 - (c) NRS definitions 3- 8 (Scotland);
- 1.2.5 not be part of a planned or ongoing other UK Government subsidy initiative or programme to deliver Gigabit Capable Networks, as determined by us; and
- 1.2.6 not be assessed by us as likely to receive Gigabit Capable Networks without public subsidy.
- 1.3 In Scotland and Northern Ireland, the additional conditions will also apply until a Public Review consultation has been concluded. Premises must:
 - 1.3.1 not be within an "Area 2 Postcode Sector" as determined by Ofcom's Wholesale Fixed Telecoms Market Review 2021-26 (WFMTR); and
 - 1.3.2 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 Regulated Asset Base (RAB).
- 1.4 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 terms and conditions agreed to by your supplier and which are available from <https://gigabitvoucher.culture.gov.uk/for-suppliers/> ("**Supplier Terms and Conditions**") . 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 of the date of request, 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 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. In the event of delays or impediments beyond the supplier's control that would prevent them in meeting this requirement (12 months), we will consider the evidence provided by the supplier in support of the delays and may, at our sole discretion, determine such an extension of time as may be appropriate.
- 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 (as defined under the Subsidy Control Act 2022 (“**SCA**”)), 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 of the date of request 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 voucher value is £4,500 for both residential and SME beneficiaries.
- 3.5 If you are a SME beneficiary and your construction and installation charges are above £4,500 or if you are a residential beneficiary and your construction and installation charges are above £4,500, 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 your connection will not be eligible for voucher funding.
- 3.6 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 to the Scheme's terms and conditions which clearly set out what installation costs are eligible or ineligible under the Scheme.
- 3.7 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.
- 3.8 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.
- 3.9 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.

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 authority 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 in accordance with applicable minimal financial assistance rules under UK subsidy control legislation.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".
- 4.5 The Gigabit Voucher Scheme offers you, as the beneficiary, "minimal financial assistance" (MFA) subsidies under the SCA, subject to your agreement to, and compliance with, the MFA terms and conditions set out below.

Before making the payment, we require written confirmation (confirmation must be sent by you or someone who is authorised to do so on behalf of your organisation) that receipt of the payment will not lead to your enterprise receiving subsidies which exceed the MFA threshold of £315,000.² For the purposes of determining whether the MFA threshold would be so exceeded, you must cumulate the value of the UK Gigabit Vouchers with any other MFA (as specified in s.36 of the SCA), SPEI assistance (as specified in s.38 of the SCA) and any comparable types of subsidies (as defined in s.42(8) of the SCA) that your enterprise has received over the current and previous two financial years (each financial year ending on 31 March). This means that you must confirm that your enterprise has not received more than £315,000 minus the value of the UK Gigabit Vouchers as MFA, SPEI assistance or comparable types of subsidies during this period.

We take this opportunity to remind you that you are required to keep a written record of the amount of MFA, SPEI assistance or comparable types of subsidies that you have received and the date(s) of receipt. This written record must be kept for at least three years beginning with the date on which the MFA, SPEI assistance or

¹ Following the precedent of the BDUK Super-Connected Cities Voucher Scheme, UK Gigabit Vouchers issued up to and including 31 December 2020 were granted in accordance with the terms of the European Commission's "De-Minimis" Regulation (1407/2013). From 1 January 2021, UK Gigabit Vouchers were issued in accordance with Article 364(4) of the Trade and Cooperation Agreement concluded between the European Union and the United Kingdom. The Subsidy Control Act 2022 (SCA) fully entered into force on 4 January 2023 and UK Gigabit Vouchers issued from this date are issued in accordance with the rules relating to "minimal financial assistance" as described in sections 36 and 37 of the SCA – see <https://www.legislation.gov.uk/ukpga/2022/23/enacted>.

² An "enterprise" for the purposes of these Terms and Conditions should be interpreted in accordance with the definition of an enterprise in section 7 of the SCA, and includes any group of persons under common ownership or common control which is engaged in an economic activity that entails offering goods or services on a market.

comparable types of subsidies were given. This should enable you to respond accurately to future requests from public authorities in relation to the amount of MFA (and other relevant subsidies) your enterprise has received and whether the relevant cumulative threshold has been reached.

- 4.6 You agree to provide, at our request, 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.
- 4.7 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, whichever is lower.

- 5.2 Any premises that is capable of receiving a speed greater than 100Mbps (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.

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 We reserve the right to limit the amount of voucher funding for any MDU.

7. **General conditions**

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

7.2 We are not liable in any way for user errors or unauthorised use of the Scheme website 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 private 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/>.

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	Maximum aggregate voucher value
1	SME (including sole trader) (single user of premises)	As many premises as it operates from	Maximum SME permitted value (including any top-up funding available in area) for the SME beneficiary per premises up to the MFA threshold ³
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	Maximum SME permitted value (including any top-up funding available in area) for the SME beneficiary up to the MFA 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)	Maximum 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	Maximum SME permitted value (including any top-up funding available in area) for the SME beneficiary up to the MFA threshold

5	Landlords with more than 1 premises in different locations	As many eligible properties as the landlord owns	Up to the MFA threshold (as defined in the Supplier Terms and Conditions) ³
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³From 4 January 2023 vouchers issued from this date are treated as "minimal financial assistance" and the MFA threshold of £315,000 per enterprise applies across any three financial year period - see 4.5 for further information