

TERMS AND CONDITIONS

Broadband Connection Vouchers scheme Super Connected Cities Programme

Business/Charity/Social Enterprise Organisations

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 Applicants Guide or visit our website at www.superconnectedleedsbradford.co.uk

1. About my connection:

- In order to meet the definition of Step Change, the following conditions must apply for either NGA or business grade connections:
- For new NGA Connections, these must offer a minimum of 30Mbit/s to the SME. If the 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.

For more information on what the technology terms mean, please visit www.connectionvouchers.co.uk where there is a guide to the kinds of broadband connections available.

- i. The contract for service that you enter into with your chosen communications provider must be for a minimum of six months.
- ii. Only one voucher can be awarded per business to connect one property. This should be your registered office or trading address. Multiple applications from the same business will be ineligible. If your business has received a connection voucher from another city taking part in the scheme, then you will not be eligible for a voucher in Leeds and Bradford.

- iii. If you are a tenant of a business park or a commercial property landlord, additionally you must have the approval of your landlord to proceed with the connection.
- iv. You will choose your service provider from the list of 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 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. The last date when you can sign a contract with a supplier is 31st March 2015.
- vi. You must declare successful installation of your broadband connection. A declaration detailed in the claim form requires your signature, in the format that will be issued to you if you are successful in being awarded a Connection Voucher.
- vii. All applications must be completed and Connection Vouchers issued before 31st March 2015. No Connection Vouchers will be issued after this date.

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 and we will make payment to them for up to the maximum voucher value, **net of VAT**.
- 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 £200. If the connection costs less than the voucher, you can only claim the actual cost. If the cost falls below £200 you will not be eligible for payment. If the connection costs more than the voucher, you will be responsible for paying the difference to the supplier. The Connection Vouchers Scheme is not liable for any payment in excess of the maximum voucher amount.
- 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.
- 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 on-going monthly charge to your supplier – that cannot be claimed under the Connection Vouchers 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 and invoices received by 16th June 2015. 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 Vouchers 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. 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.

4. General conditions

- i. The Connection Vouchers 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 Vouchers 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.

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>

- iii. The Connection Vouchers 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. There are a limited number of vouchers available in each Local Authority Area at any time. The Connection Vouchers Scheme reserves the right to end the scheme when funds run out, or otherwise end the scheme in 2015 as projected, or end the scheme when advised by the UK Government.
- v. The Connection Vouchers 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 Vouchers 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.
- vii. No grant will be paid to any business that is in debt to any department of Leeds City Council. Checks will be made on this before a payment is issued.
- viii. Leeds City Council reserves the right to turn down grant applications from any business which may bring the scheme into disrepute.
- ix. Freedom of Information Act 2000: under the Act public funded bodies have to disclose details of businesses that have received grant funding to anybody who requests them*.

*Public funds must be protected and therefore information provided by applicants in their application may be used to prevent and detect fraud. The information may also be shared, for the same purposes, with other organisations that handle public funds