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## **SFSY Connection and Innovation Voucher Scheme**

### **Applicant Terms and Conditions: Connection Vouchers**

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.**

#### **1. About my connection:**

1.1: 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 30Mbps to your premises. If your existing NGA-based broadband service is 30Mbps 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 30 Mbps services and are capable of being configured/upgraded to support faster speeds in the future
  - 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.

1.2: The contract for service that you enter into with your chosen communications provider must be for a minimum of twelve months.

1.3: 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 invoice value of £5,000 excluding VAT. 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.

1.4: You will choose your service provider independently and be required to obtain a minimum of 3 quotes. You will justify your chosen supplier using the 'Quotation Scoring Matrix' on the website. If you are unable to provide three quotes you will need to explain the reasons why in the application form.

1.5: 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.



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1.6: Business tenants: You must have the permission of your landlord for the connection, should it affect the premises in any way.

## **2. Payment of my voucher**

2.1: Payment for vouchers will be made directly to your business/organisation. You must send a claim form, a voucher redemption invoice, the suppliers fully itemised original invoice (including the new speed declaration), a completed 'Output Form (P4)' and evidence that that invoice has been paid in full (bank/card statement entry). If you need the original invoice returning, please let us know. 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.

2.2: Claims must not include VAT. You will need to pay your supplier directly for any VAT charged.

2.3: The Voucher offered will have a maximum value which will be 50% of the actual cost for the connection provided the cost is above £1000 excluding VAT. When you submit your claim, if the connection costs less than the voucher value, you can only claim 50% of the actual cost. If the cost falls below £1000 excluding VAT 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 SFSY Connection and Innovation Voucher Scheme is not liable for any payment in excess of the maximum voucher amount.

2.4: 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. These Terms and Conditions clearly set out what capital costs are eligible or ineligible under the terms of the Scheme.

2.5: 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.

2.6: You are responsible for paying the ongoing monthly charge to your supplier – that cannot be claimed under the SFSY Connection and Innovation Voucher Scheme.

2.7: 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.

2.8: The SFSY Connection and Innovation 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.

## **3. My application**

3.1: You are responsible for providing all the information reasonably requested by the SFSY Connection and Innovation Voucher Scheme, including any additional information that may be necessary for the purposes of processing your application or deciding on your voucher award amount.



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3.2: 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<sup>1</sup>.

3.3: 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.

3.4: Information submitted on applications forms to the SFSY Connection and Innovation Voucher Scheme will be shared with other associated organisations for the purposes of processing the application. You will have the right to request to see this information under data protection laws.

3.5: You must be willing to help us with promotion of the SFSY Connection and Innovation Voucher Scheme, including providing information for a case study and taking part in evaluation surveys to measure the impact of the voucher.

3.6: As part of monitoring and audit requirements you may be required to show evidence of your voucher application form, procurement activity and associated documentation at the place of connection, and also agree for the purchased connection to be checked and tested.

#### **4. General conditions**

4.1: The SFSY Connection and Innovation Voucher Scheme is not liable in any way for lost or damaged applications or supporting information, user errors or unauthorised use of the webpage and application materials.

4.2: The SFSY Connection and Innovation 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 SFSY Connection and Innovation Vouchers Scheme reserves the right to either decline the application or reclaim the voucher in full.

4.3: The SFSY Connection and Innovation Voucher Scheme reserves the right to discontinue or otherwise vary the terms of the scheme in any way without further notice.

4.4: The SFSY Connection and Innovation Voucher Scheme reserves the right to end the scheme when funds run out, or otherwise end the scheme before 21st December 2018 or end the scheme when advised by the European Commission.

4.5: The SFSY Connection and Innovation 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.

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<sup>1</sup> 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>



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4.6: The SFSY Connection and Innovation Voucher Scheme 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 making your claim.

4.7: Claims for payment can only be made once all the relevant documents have been received to support the application. Details of these are listed on the application form and the claim form.