



# Beneficiary Terms and Conditions

Scottish Broadband Voucher Scheme

# Terms and Conditions

## Version 1.8 1 April 2022

These terms and conditions (including Schedule 1) apply to **Scottish Broadband Vouchers** offered to beneficiaries under the Scottish Broadband Voucher Scheme (the **SBV Scheme**). In these terms "we" and "us" refers to the Scottish Government and "you" refers to the relevant SME or residential beneficiary (where applicable).

This version of these terms and conditions is effective from the date specified on the cover page of these terms and conditions. You are bound by the version of these terms and conditions that are in force on the date that your supplier requests a voucher on your behalf.

### 1. About my connection

- 1.1 In order to qualify for a voucher grant, you must take a new broadband connection which meets the SBV Scheme rules agreed to by your supplier and which are available from <https://broadband.gov.scot/legal/>. In addition, it must at least double your current broadband speed – for further details please see paragraph 4 below.
- 1.2 The contract for service that you enter into with your chosen supplier must be for a minimum of 12 months, with no free periods.
- 1.3 The following limitations apply if you are a SME which operates from multiple locations.

Beneficiary type	Number of Premises for which vouchers may be used	Max aggregate voucher value
SME (including sole trader) (single user of Premises)	As many Premises as it operates from.	Max SME permitted value for the SME Beneficiary per Premises up to the SDR <sup>1</sup> Threshold. <sup>2</sup>
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.	Max SME permitted value for the SME Beneficiary up to the SDR Threshold.
Resident	As many Premises as the resident resides at (see the separate guidance issued by the Authority, including in relation to holiday homes etc).	Max residential permitted value for the Residential Beneficiary per Premises.

<sup>1</sup> a maximum of 325,000 Special Drawing Rights in public grants from all sources received over any period of three fiscal years (including the current year).

Special Drawing Rights or SDR - an international reserve asset, created by the IMF to supplement its member countries' official reserves: <https://www.imf.org/en/About/Factsheets/Sheets/2016/08/01/14/51/Special-Drawing-Right-SDR>

<sup>2</sup> At time of publication approximately £331,000.

SME (including sole trader) operating from a residential Premises	As many eligible residential Premises as the SME is registered at.	Max SME permitted value for the SME Beneficiary.
Landlords with >1 Premises in different locations	As many eligible Properties as the landlord owns.	Up to the SDR Threshold.

- 1.4 Where multiple businesses operate from the same shared premises, we reserve the right to limit the number of voucher beneficiaries in the premises.
- 1.5 We reserve the right to stop issuing vouchers at any time.
- 1.6 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 by the means that we make available to suppliers for this purpose from time to time. 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.
- 1.7 Your new connection must be installed within 12 months of the issue of a voucher. If your supplier is not able to deliver your new connection by this date 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 12 months of the offer of a voucher.
- 1.8 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.
- 1.9 For the purpose of the SBV Scheme "**resident**" or "**residential**" means a beneficiary in Scotland who is not an enterprise.

## **2. About payment of my voucher**

- 2.1 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.
- 2.2 The voucher cannot be used to pay VAT in the case of SME beneficiaries. The voucher cannot be used to support any on-going costs following the installation of your connection.
- 2.3 We have agreed with your supplier that the voucher has a minimum and maximum value which can be claimed against the eligible installation charges of your connection. The maximum and minimum value are summarised in the table below:

<b>Type of Beneficiary</b>	<b>Minimum Value</b>	<b>Maximum Value</b>
SME Beneficiary (exclusive of VAT on the Eligible Costs, as vouchers cannot fund VAT for SME Beneficiaries)	£200	£5,000
Residential Beneficiary, or SME Beneficiary not registered for VAT (plus VAT on the Eligible Costs)	£200	£5,000

If your installation charges are above the maximum value set out in the table above, then you will be liable for paying the difference to the supplier. If your installation charges are below the minimum value set out in the table above your connection will not be eligible for voucher support.

- 2.4 If you are a SME beneficiary and registered for VAT, please note that the vouchers cannot be used towards paying the VAT due on the installation charges. The supplier will notify you of the sum due by way of a VAT only invoice and you will remain responsible to pay the full amount of any applicable VAT on your installation charges to your supplier. If you are a residential beneficiary, or a non VAT registered Beneficiary, a voucher can be used to meet the VAT on your installation charges up to the maximum VAT-inclusive amount stated in the table above.
- 2.5 Vouchers are for 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 a set of terms and conditions which clearly set out what installation costs are eligible or ineligible under the terms of the SBV Scheme.
- 2.6 Computer and ICT equipment cannot be claimed for under the SBV Scheme, nor can revenue charges for storage/back-up/application usage such as those made available through cloud services.
- 2.7 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 delivering 30Mb/s connectivity to you. Anything you spend before the date of your voucher offer cannot be claimed back.
- 2.8 The SBV 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.

### **3. Your responsibilities**

- 3.1 You are responsible for providing as soon as is practicable all the information reasonably requested by us concerning the SBV 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.
- 3.2 You are responsible for checking that you meet the eligibility requirements for the SBV

Scheme. You will be asked to self-certify that you meet the SME definition criteria<sup>3</sup> (where applicable) and are eligible to receive funding.

3.3 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.

3.4 Paragraphs 3.2 and 3.3 do not apply where the beneficiary is classified as a "resident".

3.5 You agree to provide reasonable information and assistance to support the promotion of the S B V Scheme, including providing information for a case study and taking part in any SBV Scheme evaluation surveys.

#### **4. Connectivity requirements**

4.1 All connections supported by vouchers must fulfil the following characteristics:

4.1.1 deliver a minimum of 30Mb/s to your premises. The upgraded broadband service must deliver a "step change" in service which is at least a doubling of download and upload speeds compared to the service currently being consumed by you.

4.2 Any existing connection already capable of 30Mb/s or above in either direction is **NOT** eligible to benefit from a voucher under the SBV Scheme.

4.3 In these terms and conditions, speeds are upload or download and not necessarily at the same time.

4.4 In order to be eligible for the SBV Scheme, once the final connection has been made to your premises and you are taking service, the supplier must confirm that the infrastructure supporting their service is capable of delivering 30Mb/s connectivity to you within 10 working days of a valid retail/wholesale upgrade order (or the minimal timescale which may be achieved due to external regulatory constraints) with no additional capital/infrastructure/passive equipment upgrades required (excluding Customer Premises Equipment (CPE)).

#### **5. General conditions**

5.1 Vouchers are not transferrable to other beneficiaries or properties.

5.2 We are not liable in any way for user errors or unauthorised use of the SBV Scheme webpages and application materials by suppliers or beneficiaries.

5.3 We are not liable in any way for incomplete, false or misleading information given

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<sup>3</sup> Organisations may be SME Beneficiaries only if 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:

- up to 249 employees (in total in the organisation) and annual turnover no greater than £36 million; and/or
- an annual balance sheet no greater than £18 million.

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.

- 5.4 We reserve the right to discontinue or otherwise vary the terms of the SBV Scheme in any way upon reasonable notice. In addition to being notified of any variations made to the terms of the SBV Scheme, the current terms are available on request at any time.
- 5.5 We reserve the right to end the SBV Scheme at any time.
- 5.6 Public sector organisations (including publicly funded schools) are not eligible to benefit from the SBV Scheme.
- 5.7 A private sector school operating between the ages of 3 and 18 or any organisation solely involved in offering provision under the requirements for young people to remain in education until their 18<sup>th</sup> birthday is not eligible to benefit from the SBV Scheme.
- 5.8 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.
- 5.9 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.
- 5.10 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 SBV 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.
- 5.11 If you receive any information request under the Freedom of Information (Scotland) Act 2002 (or equivalent legislation) that concerns the SBV Scheme and/or us you shall provide such request to us without delay.
- 5.12 These terms and conditions shall be subject to and construed in accordance with Scots law and subject to the exclusive jurisdiction of the courts of Scotland.

## **6. Data protection**

- 6.1 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://broadband.gov.scot/privacy-policy/>. 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 SBV Scheme.
- 6.2 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 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).

- 6.3 Where you are a residential beneficiary any personal data provided by you shall be used in accordance with our privacy statement located at:  
<https://broadband.gov.scot/privacy-policy/>.