



Department for  
Digital, Culture,  
Media & Sport

# BETTER BROADBAND VOUCHER SCHEME

## Beneficiary Terms and Conditions

Better Broadband Voucher Scheme

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Version 1.0



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### 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](http://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](mailto: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/](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/](https://basicbroadband.culture.gov.uk/privacy_notice/).