



Gigabit Broadband Voucher Scheme Annex to the BTnet (Internet Connect UK) Schedule

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A NOTE ON 'WE' AND 'YOU'

'We', 'us' and 'our' mean BT.

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us' or 'we both' mean one or both Parties, whichever makes sense in the context of the sentence.

WORDS DEFINED IN THE GENERAL TERMS AND THE SCHEDULE

Words that are capitalised but have not been defined in this Annex have the meanings given to them in the General Terms or in the Schedule.

APPLICATION OF THIS ANNEX

The following terms of this Annex apply in addition to the General Terms and the Schedule where you order the Gigabit Broadband Voucher Scheme Service, as set out in any applicable Order.

Part A – The Gigabit Broadband Voucher Scheme Service

1 SERVICE SUMMARY

BT will provide you with access to a government grant in respect of your order under the Schedule for a new leased line connection through BT's participation in the Scheme (the "**Gigabit Broadband Voucher Scheme Service**").

2 SERVICE OPTIONS

BT will provide you with one of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details set out in the Order:

- 2.1 where you order BTnet Service of 100Mbps Ethernet Fibre and BT has advised that there will be no or Low Excess Construction Charges, BT will apply through the Scheme, on your behalf, for a grant in the form of a government payment to the value of £2,500.00 This equates to the price BT will charge you excluding VAT.
- 2.2 where you order BTnet Service of 500Mbps or 1Gbps Ethernet Fibre and BT has advised you that there will be no or Low Excess Construction Charges, BT will apply through the Scheme, on your behalf, for a grant in the form of a government payment to the value of £2,500.00 This equates to the price BT will charge you excluding VAT.
- 2.3 where you order BTnet Service of 100Mbps Ethernet Fibre, BTnet Service of 500Mbps or 1Gbps Ethernet Fibre and BT has provided you with an indicative quotation for Excess Construction Charges of £2,500.00 or more, BT will apply through the Scheme, on your behalf, for a grant in the form of a government payment to the value of £2,500.00. This equates to the price BT will charge you excluding VAT.

3 ELIGIBILITY

- 3.1 You will be eligible for the Scheme if you are eligible to receive funding under the De Minimis Regulation and qualify as a small to medium sized enterprise (SME) in accordance with the DCMS Gigabit Broadband Voucher Scheme eligibility criteria set out at <https://gigabitvoucher.culture.gov.uk/for-businesses/b2/>.

4 INVOICING

- 4.1 Subject to Paragraph 4.4, where you have selected the Service Option set out in Paragraph 2.1 of this Annex, BT will invoice you for the Installation Charges to the value of £2,500.00 (excluding VAT) and offset this with the government payment of £2,500.00 on your first invoice for the BTnet Service.
- 4.2 Subject to Paragraph 4.4, where you have selected the Service Option set out Paragraph 2.2 of this Annex, BT will invoice you for the Installation Charges to the value of £2,500.00 (excluding VAT) and offset this with the government payment to the value of £2,500.00 on your first invoice for the BTnet Service.
- 4.3 Subject to Paragraph 4.4, where you have selected the Service Option set out in Paragraph 2.3 of this Annex, BT will:
 - 4.3.1 confirm the Excess Construction Charges when you have placed the Order;
 - 4.3.2 invoice you for the Excess Construction Charges to the value of £2,500.00 (excluding VAT) and offset this with the government payment to the value of £2,500.00 on your first invoice for the BTnet Service.

- 4.4 If Paragraph 5 applies or if you do not comply with your obligations set out in Paragraph 6 and the government does not make payment of the grant to BT, you will be required to pay the invoiced charges in full, in accordance with terms of the Contract.

5 RESTRICTIONS AND LIMITATIONS

- 5.1 You will confirm your Order to BT for this Gigabit Broadband Voucher Scheme Service within 10 days of both of us signing the Contract for the BTnet Service.
- 5.2 BT will not be liable:
- 5.2.1 for any delays in receiving vouchers through the Scheme;
 - 5.2.2 if the request by BT on your behalf for the grant or voucher is declined or not accepted by the Scheme; and
 - 5.2.3 for any expiry of the grant or voucher under the Scheme due to any delay caused by you.
- 5.3 You may not use the voucher or grant with any other service provided by BT or any other service provider.
- 5.4 BT may amend or withdraw the Gigabit Broadband Voucher Scheme Service and the provisions of this Annex at any time.

6 YOUR OBLIGATIONS

- 6.1 You will provide BT with all information it requires to apply for the grant or voucher under the Scheme on your behalf.
- 6.2 You will comply with the DCMS Scheme Beneficiary Terms and Conditions set out at <https://gigabitvoucher.culture.gov.uk/wp-content/uploads/2018/03/GBVS-Beneficiary-Terms-and-Conditions-3.0.pdf>.
- 6.3 You will respond, within 28 days, to two email requests from the DCMS confirming that:
- 6.3.1 the Order BT has placed on your behalf is correct; and
 - 6.3.2 the new leased line connection has been delivered by BT.
- 6.4 You will respond directly to any requests from the DCMS in a timeous manner.

Part B – Defined Terms

7 DEFINED TERMS

In addition to the defined terms in the General Terms and the Schedule, capitalised terms in this Annex will have the following meanings, and in the case of conflict between these defined terms and the defined terms in either the General Terms or the Schedule, these defined terms will take precedence for the purposes of this Annex:

“BTnet Service” means the BTnet Service as set out in the BTnet (Internet Connect UK) Schedule to the General Terms.

“De Minimis Regulation” means Commission Regulation (EU) 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: <https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:379:0005:0010:en:PDF>.

“DCMS” means the Government Department for Digital, Culture, Media and Sport.

“Gigabit Broadband Voucher Scheme Service” has the meaning given in Paragraph 1.

“Low Excess Construction Charges” means Excess Construction Charges that are less than £2,500.00 (excluding VAT).

“Schedule” means the BTnet (Internet Connect UK) Schedule to the General Terms.

“Scheme” means the Gigabit Broadband Voucher Scheme operated by BDUK (part of the Government Department for Digital, Culture, Media and Sport).

“Service Option” has the meaning given in Paragraph 2.