

## Connect Westminster Scheme

### Terms and Conditions

If you are offered a Connect Westminster 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 feel free to get in contact with the Connect Westminster Team on [connectapplications@westminster.gov.uk](mailto:connectapplications@westminster.gov.uk) or 020 7641 2070.

The recipient of the voucher acknowledges that the funding is being provided via the European Regional Development Fund (ERDF).

#### 1. About my connection:

- i. 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 NGA connections, these must offer a minimum of 30Mbit/s to the SME. The technology used to deliver all connections must be capable of being configured to support at least 1Gbit/s service.
  - In the context of business grade connections these must exhibit the following characteristics:
    - offer a minimum of 30 Mbit/s services and are capable of being configured/upgraded to support at least 1 Gbit/s services; and

Business grade connections are those that are provided on a dedicated basis to customers and are supported with service level guarantees. We recognise that these services can be provided in the form of leased lines or point-to-point microwave links, but we do not specify a particular type of service.

- ii. The current connection you are receiving cannot exceed 30Mbit/s.
- iii. The contract for service that you enter into with your chosen communications provider must be for a minimum of six months.
- iv. If your business operates from multiple eligible locations you may use the Connect Westminster Voucher Scheme to support the cost of more than one connection up to the Scheme's maximum voucher value (£2,000). 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.
- v. You will choose your service provider from the list of registered 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.

- vi. You must enter into a contract with your supplier within 28 days of the Connect Westminster Voucher being issued. After 28 days we reserve the right to withdraw the offer and reallocate the funding.
- vii. Vouchers cannot be claimed for connections that were made prior to the schemes launch on 24<sup>th</sup> August 2017.
- viii. All applications must be received and Connect Westminster Vouchers issued before 31<sup>st</sup> December 2021. No Connect Westminster Vouchers will be issued after this date. You must sign a contract with your supplier by 31<sup>st</sup> December 2021.
- ix. Westminster City Council reserves the right to close the Scheme before 31<sup>st</sup> December 2021. The scheme will fully close on 31<sup>st</sup> March 2022 or when the fund has been fully allocated if prior to 31<sup>st</sup> March 2022. Westminster City Council will not overcommit the funding and all vouchers offered will be honoured if terms and conditions are followed.

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

- i. Payment for vouchers will be made directly to your supplier. Prior to payment of vouchers, we require a copy of the contract with the supplier, a signed output claim form and invoice/proof of VAT payment from the SME.
- ii. The voucher cannot be used to pay VAT. You will need to pay your supplier directly for any VAT charged.
- 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 £1,000. If the connection costs less than the voucher value, you can only claim the actual cost. If the cost falls below £1,000 you will not be eligible for payment.
- iv. If the connection costs more than the voucher value, you will be responsible for paying the difference to the supplier. Westminster City Council is not liable for any payment in excess of the maximum voucher amount. However if the actual cost on your supplier invoice due to circumstances beyond their control is more than the maximum voucher value on your offer letter but less than £2,000, please contact Westminster City Council as they may be able to authorise an amended voucher value.
- v. You are responsible for paying the ongoing monthly charge to your supplier – that cannot be claimed under the Connect Westminster Scheme.

- vi. 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.
- vii. Westminster City Council 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.
- viii. All claims must be made by 31<sup>st</sup> March 2022 or within 3 months of the formal closure of the Connect Westminster Scheme. 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 Westminster City Council, 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.
- iii. 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.<sup>1</sup>
- iv. Information submitted on application forms to Westminster City Council 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.
- vi. Where required you must be willing to take part in audits.

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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>

#### 4. General conditions

- i. Westminster City Council is not liable in any way for lost or damaged applications, user errors or unauthorised use of the webpage and application materials.
- ii. Westminster City Council 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, Westminster City Council reserves the right to either decline the application or reclaim the voucher in full.
- iii. Westminster City Council 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. Westminster City Council reserves the right to end the scheme when funds run out, or otherwise end the scheme before 31<sup>st</sup> March 2022 or end the scheme when advised by our funding body.
- v. Westminster City Council 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. Westminster City Council 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.