

## **Connect Westminster Residents**

### **Applicant Terms and Conditions**

**DATE 16/02/23**

**Version No. 02**

If you wish to apply for a Voucher under the Connect Westminster Residents scheme (“the Scheme”), 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 contact the Connect Westminster Team on [digitalplace@westminster.gov.uk](mailto:digitalplace@westminster.gov.uk)

These terms and conditions apply to Vouchers offered to residential beneficiaries under the Scheme. In these terms “we” and “us” refers to Westminster City Council and “you” refers to the resident applicant to the Scheme.

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. To qualify for a Voucher, you must take a new gigabit-capable, full fibre broadband connection which meets the rules of the Scheme agreed to by your supplier and can be found on our website - <https://www.westminster.gov.uk/connect-westminster-residents-voucher-scheme/terms-and-conditions>
- 1.2. The contract you take up with the relevant supplier will be a private matter between you and the supplier, we will not be a party to the contract or any subsequent issues between you and the supplier. Our obligation ends once the connection has been made and the Voucher has been redeemed by your chosen supplier.
- 1.3. We reserve the right to stop issuing Vouchers at any time before 31<sup>st</sup> August 2024 (when the Scheme is scheduled to end)
- 1.4. Upon submitting your application, checks will be undertaken to determine eligibility and whether there are any live networks, or works to create networks, in your area. If your application is successful, you will be informed of any available networks and/or suppliers. Once you have decided on which service you would like to take up and come to an agreement with a supplier to connect your property, you should update us to receive a Voucher to offset/cover the costs of connection.
  - 1.4.1. You will be required to provide us with evidence of this agreement, as well as the cost breakdown provided to you by the supplier.
  - 1.4.2. Where the supplier building the network is different from the ISP (internet service provider) you contract with for service post-connection, you will be asked to give authority for the supplier outlaying the build costs to redeem the voucher on behalf of your premises once you’ve been connected to new gigabit-capable, full fibre network.
- 1.5. Suppliers should provide you with a quote showing the costs of making a connection in advance of connections being made, Vouchers can only be used to cover the costs of connection that would otherwise be covered by you and only up to the value of £500. If the costs of connection exceed £500 you will be liable to cover the excess costs.
- 1.6. Once your property has been connected and you have provided your supplier with the Voucher, they will submit an invoice and the accompanying Voucher to us. We will email you to undertake a final check that your property has been successfully connected, you should respond to this email within 18 days to confirm that your property has been

connected. If you fail to respond within 18 days of the email being sent, your supplier's application to redeem the Voucher may be cancelled.

- 1.7. Any voucher issued by us will expire on 31<sup>st</sup> August 2024 or before if the decision is taken to close the Scheme early.
- 1.8. We accept no liability for the costs of connections which are not delivered in line with these Terms and Conditions.

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

- 2.1. Payment for Vouchers will be made directly to your supplier.
- 2.2. The Voucher is a one-time payment to cover the costs of making a connection to a residential property, up to £500. We will not be liable for any ongoing costs following the installation of your connection.
- 2.3. The maximum value of the Voucher is £500 inclusive of VAT.
- 2.4. Vouchers can be used to cover costs of installation such as; installation fees, external infrastructure equipment, excess construction charges and engineering works, and set-up and survey costs. All registered suppliers under the Scheme have agreed to a separate set of terms and conditions which clearly set out eligible and ineligible costs under the Scheme.
- 2.5. Vouchers can only be used for new connections to gigabit-capable, full fibre connections.

## **3. Your Responsibilities**

- 3.1. You are responsible for ensuring that you meet the eligibility requirements for the Scheme.
- 3.2. You are responsible for providing any information reasonably requested by us in line with the Scheme. If you do not respond to any reasonable request for information within 14 days, we may decide to withdraw the offer of a Voucher.
- 3.3. 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 evaluation surveys.
- 3.4. You agree to let us conduct a visit to your street/property if required to conduct checks to ensure the quality of the works undertaken by your chosen suppliers.

## **4. Connectivity Requirements**

- 4.1. All connections supported by the Scheme must be gigabit-capable, full fibre connections
- 4.2. Any existing connection already capable of >80mbps (as determined by us) is NOT eligible to benefit from a Voucher.
- 4.3. In these terms and conditions, speeds are upload or download and not necessarily at the same time. Wireless connections are not applicable as the Scheme is part of a wider initiative to boost full fibre availability in Westminster.

## **5. General Conditions**

- 5.1. Vouchers are non-transferable. Each Voucher will be given a unique reference that will be attached to your application. Vouchers issued under the scheme are only eligible once.
- 5.2. We are not liable in any way for user errors or unauthorised use of the 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 by beneficiaries 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 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.
- 5.5. We reserve the right to end the Scheme at any time.
- 5.6. 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 the suitability of the product before placing an order directly with the supplier of your choice.
- 5.7. 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.
- 5.8. 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.
- 5.9. If you receive any information request under the Freedom of Information Act 2000 that concerns the Scheme and/or us, you shall provide such request to us without delay.
- 5.10. 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.

## **6. Data Protection**

- 6.1. Any personal data provided by you shall be used in accordance with our data protection regulations which can be found here - <https://www.westminster.gov.uk/data-protection>
- 6.2. Information submitted via 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.