

Connect Westminster Residents

Supplier Terms and Conditions

DATE 16/02/23

Version No. 02

If you wish to apply to 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

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 supplier 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 you submit plans to build in an Intervention Area (IA).

1. Application of these terms and conditions

- 1.1. Suppliers agree to comply with these terms and conditions:
 - 1.1.1. As a condition of their participation in the Scheme and the issue of Vouchers for the benefit of eligible Westminster residents; and
 - 1.1.2. For the duration of their participation in the Scheme.
- 1.2. We may, at any time, contact any referee name by the Suppliers in connection with their application for registration to the Scheme.
- 1.3. Suppliers who are already registered with the Connect Westminster Business voucher scheme will not be required to complete a full registration form for the Scheme. There will be an option to flag an existing registration on the supplier registration form for the Scheme.
- 1.4. Use by the supplier of any third-party sales of delivery agent on their behalf in no way alters the responsibility of the supplier to comply with these terms and conditions.

2. Process

- 2.1. The process for the Scheme is illustrated on the relevant webpage [insert link]
- 2.2. For the purposes of clarity within these terms and conditions the full process of the Scheme will be stated below:
 - 2.2.1. From 28/06/21 to 30/07/21 we conducted an Open Market Review (OMR) of suppliers in Westminster in which we asked suppliers to provide details of their commercial full fibre rollout plans until 31/08/24. The data collected by this OMR supplemented our existing connectivity mapping and allowed us to create the list of IAs for the Scheme.
 - 2.2.2. These IAs can be found on [this map](#) and will have been sent to you as part of the launch pack. Suppliers are encouraged to provide plans to rollout full fibre to the whole of the IA and submit these to us along with full cost expectations of the works.
 - 2.2.3. As part of your registration and submissions to the Scheme you must provide representative examples of commercial contributions made on similar projects, or if

unavailable any standardised metric of commercially acceptable costs to be incurred on a fibre rollout.

- 2.2.4. We will conduct initial checks of the plans and if satisfied we will approve suppliers to continue with the usual build process subject to any relevant permits that would need to be secured.
- 2.2.5. If you do not act upon your submitted plans within 12 months of the date of submission you will be required to submit a new plan for the desired IA considering market conditions at the time in determining costs etc.
- 2.2.6. Residents will be able to apply for Vouchers through the Westminster website and suppliers will be encouraged to direct residents in areas they are working to this registration form.
- 2.2.7. If resident applications are eligible and there is a network or works taking place to build a network in their area, they will be informed of this and encourage to conduct their own checks before deciding upon which available supplier to take up service with. Residents will be informed that they will need to update once an agreement has been reached to connect their property.
 - 2.2.7.1. Suppliers should issue residents with a breakdown of the costs of making a connection, and how a Voucher will offset/cover these. Residents will be required to provide this as evidence when applying/updating their application for a Voucher.
 - 2.2.7.2. Suppliers can inform residents in any IA in which they are working about the Scheme and encourage them to submit an application to us for them to be considered for a Voucher.
 - 2.2.7.3. Vouchers will not be issued until an agreement is made for a property to be connected between a registered supplier and an eligible resident. Residents who have already submitted an application should update us at this time or submit an application where they can state that an agreement has been made.
- 2.2.8. Once a resident connection is made live, suppliers can submit an invoice showing the cost of works taken to make said connection along with the Voucher. Suppliers can submit multiple Vouchers for the same area at the same time if applicable.
- 2.2.9. We will conduct final checks with each resident to confirm connection, and once satisfied draw down funds to redeem Vouchers.
- 2.2.10. Each Voucher will be worth up to a maximum of £500 including VAT to cover eligible costs (see section 6 of these terms and conditions for further information) per each resident connected.
- 2.2.11. Vouchers will be issued on a first-come, first-served basis and can only be redeemed once per residential property connected. Once a property is served, we will update our webpages to show how many eligible properties and how many served properties are within each IA.
- 2.2.12. We reserve the right to close the Scheme early if Voucher funding runs out.

3. About the proposal

- 3.1. The proposal submitted by suppliers for each IA must be fully costed with clear figures on how many premises are expected to subscribe to service, and therefore how many vouchers will likely be claimed, as well as how many premises will be passed in total.

- 3.2. The proposal must be to provide gigabit-capable, full fibre connectivity to the chosen IA. The proposal can either cover part of the whole of the identified area, but we encourage applications for the whole of the area.
- 3.3. Your organisation must be registered with the Scheme before proposals are submitted or any vouchers are claimed.
- 3.4. Vouchers cannot be claimed for connections that were made prior to the schemes launch on 4th February 2022. All applications must be submitted and Vouchers issued before 31st August 2024. No Vouchers will be issued after this date, but funds can be drawn down until 31st March 2025.
- 3.5. Westminster City Council reserves the right to close the Scheme before 31st August 2024. The scheme will close on 31st August 2024 or when the fund has been fully allocated if prior to this date. We will not overcommit the funding and all vouchers offered will be honoured if terms and conditions are followed.

4. About payment of vouchers

- 4.1. Payment of Vouchers will be made directly to suppliers once the process as described in section 2 of these terms and conditions are satisfied.
- 4.2. Where the builders of the network are separate to the final ISP delivering service to the residents, the voucher will only be payable to the organisation who applied to the scheme and were responsible for bearing the build costs to connect the premises.
- 4.3. Payments of Vouchers will be final in accordance with these Terms and Conditions and are to be used for the express purpose of covering eligible costs as set out in section 6 of these Terms and Conditions.
- 4.4. All connections must be delivered, and Voucher claims submitted for payment no later than 25th March 2025 subject to any changes. If suppliers believe that, during this period, this timeframe is at risk due to issues caused by third parties beyond their reasonable control and which could not be reasonably foreseen (and provided the suppliers have taken reasonable steps to mitigate any delay), then supplier should contact us as soon as is practicable with details of the relevant circumstances, including details of the relevant issue(s) and the earliest delivery date which can be achieved. We will consider the evidence provided and may, at our discretion, agree a revised claim deadline for the Voucher(s).
- 4.5. We are happy for suppliers to invoice for multiple vouchers at a time to ensure ease of administering the scheme, processes can be worked out individually with each supplier to fit in with their normal business practices.

5. Scheme variation and cessation

- 5.1. We reserve the right to:
 - 5.1.1. Amend these Terms and Conditions and the associated Scheme processes from time to time. Suppliers will be notified in writing in advance with details of any proposed changes and will be given the option to accept the proposed changes or de-register from the Scheme;
 - 5.1.2. Suspend (for any period) or cease the Scheme at any time upon notice to the supplier contacts, in which case the we will:
 - 5.1.2.1. not accept requests for vouchers for the period of the suspension or after the date and time of the cessation; and
 - 5.1.2.2. make payments for voucher payment claims submitted (including during the period of suspension or after the date and time of the cessation) in respect of vouchers that have been issued prior to the date and time of the suspension or cessation, subject to and in accordance with these terms and conditions and if voucher funding remains available; and

6. Information sharing

- 6.1. Information provided to us in connection with the Scheme may be made available to local bodies, Authority agents, Ofcom, GLA (Greater London Authority), LGA (Local Government Association), and Central Government, but will not otherwise be disclosed to third parties without express permission, except where required by law (including under the Freedom of Information Act 2000 or equivalent legislation).
- 6.2. If suppliers receive any information request under the Freedom of Information Act 2000 (or equivalent legislation) that concerns the Scheme and/or us the suppliers shall provide such request to us within 2 Working Days.
- 6.3. Information provided by Suppliers to residents (including quotes and invoicing data) under the Scheme may be shared with us for the purposes of monitoring and fraud prevention.
- 6.4. Information submitted by Suppliers (including resident contact details) may be shared with other associated organisations for the purposes of promoting the Scheme, processing the voucher claims, and making payment. Suppliers are required to comply with all applicable Data Protection Laws in force at the relevant time in respect of such information.

7. Personal data

- 7.1. Westminster City Council and suppliers shall in relation to the Scheme comply with their respective obligations under the Data Protection Laws, in each case to the extent necessary under those laws.
- 7.2. Westminster City Council and the suppliers acknowledge that:
 - 7.2.1. the suppliers shall provide contact data of relevant supplier personnel for use by the us in its administration, management, and operation of the Scheme (including for determining eligibility for the Scheme and (where applicable) for the purposes of monitoring, assurance, and fraud prevention);
 - 7.2.2. we shall provide contact data of relevant personnel for use by the suppliers in its administration of, and participation in, the Scheme (including for the purpose of receiving vouchers); and
- 7.3. For the purpose of the Scheme Westminster City Council and the suppliers agree that:
 - 7.3.1. the suppliers shall be the Controller of:
 - 7.3.1.1. the supplier contact data and the other supplier data for its own internal business purposes; and
 - 7.3.1.2. our contact data where it is processed by the supplier in accordance with clause 7.2.2.; and
 - 7.3.2. we shall be the Controller of:
 - 7.3.2.1.1. our contact data for our own internal business purposes;
 - 7.3.2.1.2. the supplier contact data where it is processed by us in accordance with clause 7.2.1; and
 - 7.3.2.1.3. the other supplier data for:
 - 7.3.2.1.3.1. our own internal business purposes; and
 - 7.3.2.1.3.2. the purpose of our administration, management, and operation of the Scheme.
- 7.4. Westminster City Council and the suppliers shall process the other party's contact data for the purposes set out above in accordance with that party's relevant privacy policy.

8. Anti-competitive behaviour

- 8.1. Suppliers acknowledge that the Scheme operates within the requirements of UK competition law and as such recognise that any anti-competitive behaviour (e.g. bid rigging or collusion) can be prosecuted by the competition authorities. Where breaches of competition law are found, the competition authorities have the power to levy fines against

the company and bring criminal actions against individuals (in addition to director disqualification orders).

9. Connectivity Requirements

- 9.1. All connections supported by vouchers under the Scheme must be Gigabit Capable at the time of delivery of the connection without the need for future hardware upgrades or modification (excluding Customer Premises Equipment (CPE)) – it is not mandatory to deploy Gigabit Capable CPE from the outset if this is not required to deliver service, unless the CPE is embedded into the Network Terminating Equipment (NTE) which must be Gigabit Capable.
- 9.2. Any property that is located within an area that is not identified as an IA is not eligible for connection under the current terms and conditions.
- 9.3. Any property with an existing connection that is already Gigabit Capable (as determined by the Authority) is **NOT** eligible to benefit from a Voucher under the Scheme whether that connection is currently in use.
- 9.4. We reserve the right to delay payment of vouchers until site/resident visits have been carried out to ensure the service is in place and delivering the correct speeds in accordance with these terms and conditions.

10. Eligible Costs

- 10.1. For the purpose of the Scheme "Eligible Costs" means the full, or the significant part of, the directly attributable incremental costs of connecting residents to a gigabit-capable, full fibre network
- 10.2. In accordance with these Terms and Conditions, Suppliers are responsible for ensuring that all claims submitted for voucher funding relate to Eligible Costs only, and should seek further guidance from us if necessary, before submitting claims for payment.
- 10.3. The costs set out below are non-exhaustive examples of Eligible Costs. Eligible network connection costs under the Scheme:
 - 10.3.1. planning, survey, acquisition, site preparation, installation, and commissioning fees;
 - 10.3.2. provision of building entry points and (including breaking/drilling charges for entry through external and internal walls), trunking and tray work (within end-user's curtilage) and fibre cable and jointing;
 - 10.3.3. necessary supporting structures including poles and other mountings, brackets, fixings, and associated civil works (including craneage);
 - 10.3.4. power supplies equipment to support network electronics and optics, including power company connection costs, but excluding any CPE power supplies beyond an existing 240V AC socket;
 - 10.3.5. copper and fibre optic cables, sheaths, connectors, joints, splitters and enclosures, coaxial lines, copper waveguide, microwave feeders, jumpers, connectors, antenna radomes and enclosures, lighting protection devices, and electrical earthing systems;
 - 10.3.6. in-building wiring on the network side of the CPE necessary to support the connection of the customer in multi-tenanted blocks (e.g. in-building installation of fibre, cat5e, or RG6 coax cable);
 - 10.3.7. costs related to the purchase of wayleaves or other easement rights³; and
 - 10.3.8. adapters/converters to ensure that all the pre-existing communications functionality is effectively maintained (e.g. adapters/converters for analogue telephones, dialup modems, alarm diallers or other devices that may contain embedded modems such as medical alarms).

11. Excluded Costs

- 11.1. The following costs are non-exhaustive examples of costs that do not qualify as being Eligible Costs:
 - 11.1.1. additional charges for expedited connection e.g. time related charges (TRCs);
 - 11.1.2. cancellation fees for any pre-existing connection;
 - 11.1.3. cabling on the customer side of the CPE to support connection (e.g. in-premise installation of fibre, cat5e or RG6 coax cable);
 - 11.1.4. inter-site connectivity;
 - 11.1.5. historic capital costs associated with network deployment;
 - 11.1.6. any of the network elements that may require upgrading to support the final connection e.g. 'middle' mile/trunk, and core upgrades that are required to support the final connection; and
 - 11.1.7. operational expenditures and overheads (Opex), save for those that are direct incremental and one-off costs associated with the installation of the new high-speed / high-grade connection.

12. Marketing and Promotion

- 12.1. Media Enquiries:
 - 12.1.1. Suppliers shall respond to all local and regional specific enquiries as they are best placed to provide this information. General questions about Westminster City Council programmes should be directed to us. Suppliers may respond to questions relating to the specific work they are undertaking and general broadband enquiries. When responding to queries or promoting the Scheme suppliers should state the contribution being made by us, and when doing so may use our logo and branding in accordance with the guidance below. Any material disseminated by a supplier with our branding or logos must be signed off by us before release. The sign-off process is to send all proposed documents for release to us.
- 12.2. Social Media:
 - 12.2.1. We are keen to support announcements through social media. If space permits and where appropriate, we would encourage the Scheme to be referenced in tweets and social media content, linking our social media accounts on Twitter (@CityWestminster) and Facebook (facebook.com/CityWestminster). To help us join up, we suggest suppliers follow us on Twitter and like us on Facebook so we can follow them back and look out for retweets and content to share.
- 12.3. Use of Logos/Brands and References to the Scheme:
 - 12.3.1. We will make logos available for Suppliers upon request.
 - 12.3.2. The following guidelines **must** be followed when using these logos or references to the Scheme:
 - 12.3.2.1. The use of the logo must not imply any endorsement of one Supplier over another.
 - 12.3.2.2. The logo must be of equal size to other partner logos.
 - 12.3.2.3. The logos may not be used following the end of the Scheme or the cessation of the relevant Supplier's involvement in it.
 - 12.3.2.4. Placement of the logos must not imply any other accreditation or support of the supplier or its products other than the agreed Scheme.
 - 12.3.2.5. We reserve the right to have a quote included in any press release associated with the Scheme.
 - 12.3.2.6. Suppliers should **only** describe their involvement in the Scheme as "Registered Supplier".

13. General conditions

- 13.1. 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.
- 13.2. Westminster City Council is not liable in any way for incomplete, false, or misleading information given by suppliers or residents. 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.
- 13.3. 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.
- 13.4. Westminster City Council reserves the right to end the scheme when funds run out, or otherwise end the scheme before 31st August 2024.
- 13.5. Westminster City Council accepts no liability for any connection work undertaken. It is the responsibility of the supplier to ensure that the connection is installed correctly and without loss or damage.