
Gigabit Voucher Scheme Commercial Offer Terms v1.0

With respect to Services covered by the Local Full Fibre Networks Programme Gigabit Voucher Scheme delivered by the Department for Digital, Culture, Media and Sport and supported by Local Bodies (“the Scheme”) (the “Covered Services”), the Customer warrants and represents that it meets the European Commission definition of SME, namely that it:

- i. has no more than 249 employees in total in the organisation and has a turnover no greater than fifty million Euros (€50,000,000) or the equivalent thereof in pounds sterling; and/or
- ii. has a balance sheet of no more than forty-three million Euros (€43,000,000) or the equivalent thereof in pounds sterling.

The Customer also warrants and represents that it has not received a previous gigabit voucher or preregistered package under the Scheme and that it has not benefitted from the Scheme by way of receiving more than three thousand pounds (£3,000) of grants in total across all connections.

It is a further requirement of the Scheme and the Customer warrants and represents that it is not:

- i. a public sector organisation; or
- ii. owned or controlled by Exponential-e; or
- iii. a school funded by the Department For Education; or
- iv. a private funded school operating over the ages of three to eighteen (3-18); or
- v. an organisation solely involved in offering provision under the requirement for young people to remain in education or training until their eighteenth (18) birthday.

Inclusive of the discount received from the Scheme, the Customer confirms that it will have received less than two-hundred thousand Euros (€200,000) or the equivalent thereof in pounds sterling in public grants in the previous three (3) years ending on the date of signature of the Order Form.

The Customer acknowledges and accepts that should the Customer’s participation in the Scheme be invalidated through some fault or neglect on the part of the Customer, the Customer may be required to repay the value of the discount voucher applied. In the event that the Customer is required to repay the value of the discount, the Customer shall make all repayments in accordance with the requirements of the Scheme.

The Customer shall be solely responsible for confirming their eligibility details to the Scheme via the Scheme portal. For the avoidance of doubt, in the event that the Customer does not confirm their eligibility and as a result does not receive a discount voucher, Exponential-e shall be entitled to recover the full value of the discount voucher from the Customer.

In participating in the Scheme, the Customer warrants and represents that prior to any connections being delivered, it shall confirm to the Department for Digital, Culture, Media and Sport (“DCMS”) or relevant Local Bodies that it accepts the terms and conditions of the Scheme. The Customer acknowledges that in order for the DCMS or Local Bodies to confirm the Customer’s acceptance to the terms and conditions of the Scheme, Exponential-e shall not report the Covered Service(s) as connected for the period of at least ten (10) Working Days from the date of signature of the Order Form.

Exponential-e and the Customer shall work together in accordance with the Scheme in order for the DCMS to provide Exponential-e with a voucher for the value of the Covered Service(s) (up to any cap applicable to the Scheme) as soon as reasonably practicable. With respect to the Covered Service(s), clause 5.1 of the General Terms shall not apply. Non-Recurring Charges for the Covered Service(s) shall only become invoiceable by Exponential-e upon the Service Commencement Date of the Covered Service(s).



The entire amount of the Non-Recurring Charges shall be invoiced to the Customer. The Customer shall be responsible for remitting payment of the VAT element of the invoice to Exponential-e by the Due Date. In no event shall Exponential-e be required to provide a separate invoice for the VAT element of the Covered Services.

In the event that DCMS, in accordance with the terms of the Scheme, declines to pay the non-VAT element of the invoice due to some act or omission on the part of the Customer, the Customer shall be liable to pay the non-VAT element of the invoice to Exponential-e in lieu of DCMS. In the event that the amount invoiced to the Customer exceeds the amount payable by DCMS under the terms of the Scheme, the Customer shall also be liable to pay the difference to Exponential-e by the Due Date.