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Gigabit Voucher Scheme Commercial Offer Terms v1.0 (Reseller)

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 (the "DCMS") and supported by Local Bodies ("the Scheme") (the "Covered Services"), the Partner shall be solely responsible for ensuring the End User's eligibility for the Scheme.

The Partner shall promote the Covered Services to existing and new End Users, in a way which makes clear the source and nature of the financial support offered to the End User under the Scheme.

The Partner shall not represent any Covered Services offered under the Scheme as "approved" by either DCMS or the participating local body and the Partner warrants that it will not use any logo to imply any other accreditation or support of Exponential-e or its products.

The purpose of the voucher provided under the Scheme is to meet the full, or the significant part of, the directly attributable incremental costs (that are capable of being capitalised under generally accepted accounting practices) of connecting SMEs to commercially deployed access infrastructure to enable customers to obtain the high-speed / high-grade service capability that meets the Scheme terms and conditions that they require. On this basis, the Partner warrants that it will not increase the Non-Recurring Charge by more than the quote provided by Exponential-e to the Partner.

In participating in the Scheme, the Partner warrants that all contracts offered to End Users supported by the Scheme shall have an Initial Term of not less than twelve (12) months.

It is a condition of the Scheme that DCMS and/or local bodies will contact the End Users to confirm that a connection has been supplied. The Partner acknowledges that the DCMS and/or local bodies may refer to Exponential-e as the supplier in their communications.

Exponential-e may share all End User data the Partner supplies with DCMS, participating local bodies and the European Commission for the purposes of monitoring, assurance, and fraud prevention. The Partner warrants that it has obtained all necessary consents from the End User in order for Exponential-e to share the End User data.

The Partner warrants that it shall not provide wrong or deliberately misleading information to Exponential-e. Exponential-e may, at its sole discretion and on reasonable suspicion, suspend the Partner's involvement in the scheme on immediate written notice. In the event that the Partner's involvement in the scheme is terminated, Exponential-e shall be entitled to recover the value of the voucher offered to the Partner under the Scheme.

The Partner acknowledges and accepts that DCMS and/or local bodies reserve the right to suspend the scheme at any time without prior notice and will not fulfil vouchers for orders placed after the date and time of any such suspension. In the event that the scheme is suspended for any reason, the Partner shall be liable to pay to Exponential-e the cost of the discounted voucher which would have otherwise been provided under the Scheme.

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The Partner further acknowledges that all connections must be delivered and submitted for payment no later than twelve (12) months from the date of contract with the End User. In the event that a connection is not delivered and submitted for payment within the aforementioned twelve (12) month period, the DCMS reserve the right not to fulfil vouchers which do not meet this criteria.

In the event that the End User's participation in the Scheme is invalidated through some fault of neglect of the Partner or End User, the Partner may be required to repay the value of the discount voucher applied. In the event that the End User is required to repay the value of the discount, the Partner shall procure that the End User shall make all repayments in accordance with the requirements of the Scheme.

Exponential-e and the Partner 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 reasonable 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 Partner. The Partner 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 Partner or End User, the Partner 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 Partner exceeds the amount payable by DCMS under the terms of the Scheme, the Partner shall also be liable to pay the difference to Exponential-e by the Due Date.