

The Government's Better Broadband Scheme: Kent and Medway Programme

Terms and Conditions

If you are offered a Connection Code, 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 see the [scheme guide](http://www.kent.gov.uk/broadband) on our website at www.kent.gov.uk/broadband.

1. About my connection

- i) In order to be eligible for a connection code, the Government has set the following eligibility criteria:
- Your property must currently be not capable of receiving a broadband connection speed of more than 2Mbps from the BT Openreach network.
 - That there are no other alternative, affordable broadband services available to you, which would provide you with a broadband service of at least 2Mbps.
 - That the property has not already received a connection code through the scheme.
 - That survey work has not started to deliver publically-funded fibre-based broadband, which is capable of delivering at least 2Mbps, to your property¹. Kent County Council will be able to advise whether this is an issue when assessing your application.
- In addition, applicants to the Kent scheme must be applying for a property which is located in the Kent County Council or Medway Council area.
- ii) You will need to choose your service provider from the list of suppliers that are registered to the scheme. Details of these suppliers are listed on [our website](#) and will be circulated with the eligibility code.
- iii) You must enter into a contract with your supplier within 30 days of the offer of a connection code. After 30 days the connection code will expire.
- iv) All applications must be received and connection codes issued before the 31st December 2018.

2. About payment of the connection code

- i) Payment for the connection code will be made directly to the supplier, not to you or your business/organisation.
- ii) The code does not have a specific fixed value but when used to obtain a basic broadband service from a registered supplier it will reduce the total cost by up to £350. The code has no other value and cannot be redeemed in any other way than through the Scheme.

¹ The Government have advised Kent County Council that to ensure best use of public funds, public subsidy should not be granted twice for upgrading broadband for the same property within a 12 month period. We will advise whether this is an issue when assessing your application.

- iii) Vouchers are for one-off connection and set-up costs only. These costs must be reasonable and in line with current market estimates. You are responsible for choosing the features of the satellite broadband service you require, paying the monthly subscription for the service you have selected and for paying any VAT on the amounts payable as these cannot be claimed under the scheme. Any additional costs incurred where customers wish to deviate from the installer's recommended install for aesthetic reasons are also not eligible for subsidy.
- iv) If the installation and commission costs exceed the value of the connection code, you will be responsible for paying the difference to the supplier. Under the scheme rules, set out by the Government, Kent County Council cannot make any payment in excess of the connection code amount. Your supplier should make it clear, prior to contract and work commencing, whether your connection costs are in excess of the connection code, and if so, by how much.
- v) You should not enter into contracts, commitments or expenditure prior to receiving a formal offer of a connection code. Anything you spend before the date of the connection code offer cannot be claimed back.

3. About my application

- i) You are responsible for providing all the information reasonably requested by the **Government's Better Broadband Scheme**, including any additional information that may be necessary for the purposes of processing your application or deciding on your voucher award amount.
- ii) Information submitted on application forms to the Government's Better Broadband Scheme will be shared with Broadband Delivery UK, BT and registered suppliers, for the purposes of processing the application and any subsequent service provision.
- iii) You must be willing to provide any further information in relation to this application and resultant broadband connection that may be required for future audit purposes.

General Conditions

- i) Kent County Council is not liable in any way for lost or damaged applications, user errors or unauthorised use of the webpage and application materials.
- ii) Kent County Council is not liable in any way for incomplete, false or misleading information given by applicants or suppliers. When incomplete, false or misleading information is given, Kent County Council reserves the right to either decline the application or reclaim the value of the connection code in full.
- iii) Kent County 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) Kent County Council does not endorse any particular supplier or product and you should undertake all normal checks to satisfy yourself of the suitability of the product before placing an order directly with the supplier of your choice. In particular, you are advised to review the suppliers' products to ensure that you chose the broadband service that best meets your needs.

- v) Kent County Council accepts no liability for any connection work undertaken. It is the responsibility of the supplier selected to ensure that the connection work is installed correctly and without loss or damage.