

## HIGH SPEED INTERNET SERVICE - CONNECTION VOUCHER SCHEME

The following additional terms and conditions apply to the provision of the Connection Voucher Scheme for the High Speed Internet Service.

### 1 DEFINITIONS

In this Service Schedule, in addition to those terms defined in the General Conditions, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
“Business Grade Connections”	means connections that are provided to a Customer on a dedicated/uncontended basis by linking the Customer to a point in the Network. These services are also supported with service level guarantees. Such services can be provided, without limitation, in the form of Ethernet leased lines services;
“City”	means any city eligible to participate in the Connection Voucher Scheme and in respect of which O2 is a registered supplier, as listed at <a href="https://www.connectionvouchers.co.uk/cities/">https://www.connectionvouchers.co.uk/cities/</a> ;
“Connection Voucher Scheme”	means the scheme described in paragraph 2;
“Eligible Costs”	means the portion of Charges that are covered or subsidised, as applicable, by a Voucher as determined by the relevant City.
“Eligible Customers”	means Customers that have received a Voucher under the Connection Voucher Scheme;
“High Speed Internet Service”	means the high speed internet service provided by O2 and described in the Fixed Service Schedule – High Speed Internet Service which can be found at <a href="http://www.o2.co.uk/termsandconditions/business;">http://www.o2.co.uk/termsandconditions/business</a> ;
“Maximum Voucher Value”	means £3000.00 (exl VAT), being the maximum portion of Charges that can be subsidised or covered by a Voucher for each Eligible Customer under the Connection Voucher Scheme;
“Voucher”	means a voucher provided by a City to an Eligible Customer to subsidise or cover, as applicable, the Eligible Costs of connecting to a High Speed Internet Service up to the Maximum Voucher Value;

### 2 CONNECTION VOUCHER SCHEME

2.1 The Connection Voucher Scheme is the scheme funded by the Department of Culture Media and Sport that provides Vouchers to Eligible Customers to subsidise or cover, as applicable, Eligible Costs for connections to the High Speed Internet Service to deliver a Business Grade Connection that:

- a) offers a minimum of 20 Mbit/s services and is capable of being configured/upgraded to support at least 30 Mbit/s services; and
- b) delivers at least a doubling of speeds when compared to the current Business Grade Connection being consumed by the Customer.

Further information in respect of the connection voucher scheme can be found at <https://www.connectionvouchers.co.uk/>;

### 3 VOUCHERS

3.1 Vouchers will subsidise or cover, as applicable, the following:

- a) if a final quote consists of Eligible Costs equal to or below the Maximum Voucher Value the Voucher will cover 100% (per cent) of the Eligible Costs.

- b) if a final quote consists of Eligible Costs above the Maximum Voucher Value, the Voucher will cover the Eligible Costs up to the Maximum Voucher Value. The difference between the Maximum Voucher Value and the Eligible Costs in the final quote will be Charges and will be owed by the Eligible Customer to O2.

#### **4 INVOICING**

- 4.1 O2 will issue the customer with:
  - a) an invoice for the Charges that delineates the one off installation charges from the recurring revenue charges; and
  - b) a credit note in respect of the portion of the Charges that are Eligible Costs.
- 4.2 On receipt of the O2 invoice, the Customer must:
  - a) pay O2 for all Charges in accordance with the Invoicing and Payment provisions of this Agreement other than any Eligible Costs that are covered or subsidised, as applicable, by a Voucher and that are identified in a credit note; and
  - b) forward the O2 invoice to the City immediately following the Customer's receipt of the invoice from O2 along with the Customer's claim form.
- 4.3 For the avoidance of doubt:
  - a) The full amount of the Charges, less any Eligible Costs identified in a credit note, must be paid by Customer in accordance with the Invoicing and Payment of this Agreement. If the Customer does not have a credit note, the Customer will be liable to pay the full amount of the Charges. If the Customer has not received a credit note from O2 within 7 days of the Customer's receipt of O2's invoice, the Customer must immediately contact its O2 Account Manager.
  - b) For the avoidance of doubt, any charges, costs, expenses including, without limitation, line rental charges that are not Eligible Costs covered or subsidised, as applicable, by a Voucher and identified in credit note will be Charges and will be payable by the Eligible Customer to O2.
- 4.4 O2 reserves the right to amend the invoicing process in this paragraph 5 at any time on advance notice and O2 will have no liability to any Customer in relation to any such amendment.

#### **5 CHARGES**

- 5.1 The Customer must notify O2 in writing immediately following receipt of an invoice if there is a dispute concerning the application by O2 of this Service Schedule to the Charges shown on the invoice concerned.

#### **6 SCHEME SUSPENSION**

- 6.1 The Secretary of State or any City has the right to suspend the Connection Voucher Scheme at any time and will not fulfil Vouchers for orders placed after the date of any such suspension. In the event of any such suspension, O2 reserves the right to, from the date of the suspension, not provide any Services that could incur Eligible Costs to the Customer and O2 will have no liability to the Customer in respect of any such suspension.