## **Openreach Pledge terms and conditions:**

The pledger ("You") consent to allow Openreach (who manages the fibre network on behalf of BT as the fibre network owner) ("Us") to use your voucher under the Gigabit Voucher Scheme which is part of the Rural Gigabit Connectivity Programme delivered by the DCMS ("RGC Voucher").

You recognise that the RGC Voucher along with vouchers from other pledgers in your community will be used to contribute your share of the total cost of us bringing a gigabit capable fibre broadband solution to the community which you are a part of.

You will comply with the <u>terms of the DCMS scheme</u> as a recipient of the RGC Voucher and on completion of the network build will take up an eligible service from a participating supplier on the full fibre network within a reasonable period (but no later than 2 months) of the network being made available to participating suppliers.

## You further recognise that if:

- 1. You violate the terms of the scheme, resulting in the RGC Voucher no longer being eligible
- 2. Allocate your RGC Voucher to someone else other than us; and/or
- 3. Do not take up service within 2 months of the availability of a fibre service to participating supplier

we will reserve the right to seek payment from you of an equivalent value to the RGC Voucher.

 You acknowledge that we will only proceed to build the network once the target amount (as specified on the website for your community project) is achieved through the pledging of funding from your community ("Build Start Date"). Subject

- to matters beyond our reasonable control, we will then target completion of the build within 12 months of the Build Start Date ("Build Completion Target Date").
- If delivery is not achieved within the Build Completion Target Date and is not due to
  a matter beyond our reasonable control, rendering the RGC Voucher potentially
  ineligible, we will not seek to recover any costs from you. Save to the extent that
  such liability cannot be limited under law, our liability to you in respect of these
  Pledge Conditions shall extend solely to covering the cost of the RGC Voucher.
- Any service Issues in terms of ordering or provision of service over the fibre network once the fibre network is available, should be dealt with via your chosen participating supplier.
- You confirm in agreeing these pledge conditions that you are happy to be contacted by the DCMS to enable them to verify my acceptance of the beneficiary terms and conditions and to confirm eligibility details.
- If you have any issues concerning our pledge scheme you can <u>contact us</u> and we
  will look to respond to your concerns as soon as reasonably practicable to do so.
- These Pledge Conditions shall be governed by English law and subject to the jurisdiction of the English courts.

This document siting the T&Cs from the Openreach website is for the purpose of informing East Horsley residents pledging their DCMS Gigabit Vouchers towards the East Horsley 2021 FTTP project.

February 2021

www.easthorsley.info/gigabit-broadband