

Remote Area Broadband Inclusion Trial – Application for assistance.

Contact Information

1	Company Name	<input type="text"/>
2	Contact Name	<input type="text"/>
3	Job Title	<input type="text"/>
4	Address	<input type="text"/>
5	Postcode	<input type="text"/>
6	Telephone	<input type="text"/>
7	Fax	<input type="text"/>
8	Email	<input type="text"/>
9	Web site (if available)	<input type="text"/>
10	Installation Address (if different)	<input type="text"/>

Business/Organisation Information

11	Core Business or Activity	<input type="text"/>	
12	SIC Code (If known)	<input type="text"/>	
13	Are you a member of a group of companies?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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14 Name and Address of Parent Company (or any other company owning more than 25% of the business)

15 No. of Employees

In the business	In the group
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The remaining questions in this section refer to the applying business only not the group.

16 How many employees currently have direct business access to the Internet?

17 Annual Revenue

£0K - £100K	<input type="checkbox"/> £100K - £250K	<input type="checkbox"/> £250K - £500K	<input type="checkbox"/>
£500K - £1m	<input type="checkbox"/> £1m - £2m	<input type="checkbox"/> £2m+	<input type="checkbox"/>

18 Are you currently receiving any other State Aid – please specify amount?

Connectivity & Communication

19 What is the bandwidth of your current connection?

a) Dial Up Modem	<input type="checkbox"/>	b) ISDN	<input type="checkbox"/>	c) ADSL/Cable Modem (0.5 – 2MB/S)	<input type="checkbox"/>
d) <2MB Leased Line	<input type="checkbox"/>	e) >2 MB Leased Line	<input type="checkbox"/>		
f) Other	<input style="width: 20px; height: 30px;" type="text"/>	If so, bandwidth /type	<input style="width: 150px; height: 30px;" type="text"/>		

20 What bandwidth do you believe is necessary to cater for your business needs?

a) ISDN	<input type="checkbox"/>	b) ADSL/Cable Modem (0.5 – 2MB/S)	<input type="checkbox"/>		
c) <2MB Leased Line	<input type="checkbox"/>	d) >2 MB Leased Line	<input type="checkbox"/>		
e) Other	<input style="width: 20px; height: 30px;" type="text"/>	If so, bandwidth	<input style="width: 150px; height: 30px;" type="text"/>		

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/type

21 Who is your current ISP?

22 What are you currently paying for your connection per annum?

23 Is your telephone exchange enabled for ADSL?

If not known please contact BT:

web: www.bt.com/broadband

tel: 0800 389 2341 to speak to the BT business broadband team.

24 Does Your company currently have a local area network (LAN) installed?

Yes

No

25 Do you have an IT department or a member of staff with strong IT skills?

Business Need

26 How do you rate the importance of Broadband to the future of your business?

Not at all important

Quite Important

Very Important

Critical

27 What will be the 3 primary uses of Satellite / Wireless Broadband for your business?

1 st
2 nd
3 rd

28 What difference will Broadband access make to the following areas of your business?

Not at all important

Quite Important

Very Important

Critical

Sales
 Purchasing
 Customer Relations
 Marketing
 Data Transfer
 E-Commerce
 Distribution
 Ability to Export

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29 Please state any other business needs for Broadband and potential benefits to your organisation:

30 How would you grade the importance, for your business, of the following features of a Broadband Service? (5 is the highest)?

	1	2	3	4	5
'Always On'	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Speed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No Call Charges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reliability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scalability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

31 Has your company received any aid in the past 3 years from any public source, e.g. Government departments, their agencies or local authorities, including finance from the European Community? Yes No

32 If you answered yes please list the aid received below.

Date	Name of Scheme	Awarded By	Amount

33 Please give details of supplier and product you wish to trial - including cost. (A choice must be made by the applicant before the application can be processed) - please note that this may have an effect on whether or not you are accepted on the trial, depending

on the demographics of our trialists at the time of application. If acceptance on the trial is likely to influence your choice of product or supplier please do not place an order till you have received an offer letter from us.

I agree to provide the required feedback on my company's experience of using Broadband (as detailed in the *Terms and Conditions*).

I have read and accept the *Terms and Conditions*.

Signature _____

Name (Block Capitals) _____

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Position in Organisation _____

Date _____

Terms and Conditions:

1. In this Agreement, the following words shall mean:

“we”, “our”, “us”	[Rabbit] whose address for service is at Regus House, Central Boulevard, Blythe Valley Park, Solihull, West Midlands, B90 8AG;
“you”, “your”	the person or organization making an application for the provision of an Award;
“ADSL”	Asymmetric Digital Subscriber Line;
“Agreement”	these terms and conditions including the Application;
“Application”	the online or paper application form completed by you to apply for the Award and submitted in accordance with these terms and conditions;
“Assessments”	the assessments sent by us to you from time to time requesting information from you as to your use and opinion of the Services;
“Award”	the funding (excluding VAT) provided by us to you pursuant to this Agreement;
“De minimis Regulations”	EC Regulation 69/2001 – details of which can be found at www.dti.gov.uk/europe/stateaid/02.htm
“Exit Assessment”	the Assessment sent by us to you on termination of this Agreement for whatever reason;
“Members”	the organisations and individuals set out at www.rabbit-broadband.org.uk/members.asp as may be amended from time to time together with local and central government;
“Premises”	your principle place of business as set out in the Application;
“Suppliers”	the suppliers who have provided information about their Services to us – details of which are available online at www.rabbit-broadband.org.uk ;
“Services”	the provision of a high speed internet connection broadly similar to ADSL.

1.2 All references in this Agreement to the singular shall mean the plural and vice versa, all references to person shall include companies, partnerships and other organizations and all references to the masculine shall include the feminine and neuter and vice versa.

2. Submitting your Application

- 2.1 You may submit your Application by either clicking on the “How to apply to join” tab, under “Consumers” on this web site or alternatively by printing off the Application and posting it to the Programme Manager, RABBIT, Regus House, Central Boulevard, Blythe Valley Park, Solihull, West Midlands, B90 8AG;
- 2.2 We will consider your Application as soon as reasonably possible after receipt of the same. Time shall not, however, be of the essence. We will notify you in writing if your Application has been approved or not.
- 2.3 By submitting the Application to us you confirm:
- 2.3.1 that your business is located and you will operate the Services from one of the approved regions. Details of the approved regions can be obtained from www.rabbit-broadband.org.uk or by phoning 01564 71 1912;
- 2.3.2 that your Premises is an area which is inaccessible for ADSL. Details as to whether your Premises is an ADSL area can be obtained by visiting www.bt.com/broadband or by telephoning 0800 389 2341.
- 2.3.3 that cable modem internet access is not available to you at the Premises;
- 2.3.4 that you have not had an application for an Award refused within the last three (3) months.
- 2.4 Our decision as to whether to approve or reject your Application is entirely at our discretion. You accept that you will not have a right to appeal but you shall be entitled to reapply for the Award at anytime after the expiry of [3] months from the date that you receive notice that your Application has been rejected.

3. Your obligations

You acknowledge and agree:

- 3.1 that any Award is subject to the De minimis Regulations. In particular you must retain this Agreement for 3 years from the date of your Application and produce it on any request by the UK public authorities or the European Commission;
- 3.2 that the amount of funds available as an Award is limited and so the decision on whether to approve your Application or not shall be entirely at our discretion;
- 3.3 that we may reject any Application without further consideration if we have reason to believe that it is either incomplete or inaccurate. In the event that you do not know which Supplier or type of broadband service you are going to use at the time of completing your Application then you may leave this blank when submitting the Application. You must, however, provide this information as soon

- as possible and in any event Award will not be awarded until such information has been provided;
- 3.4 that we may in order to properly consider your Application require further information from you. We shall notify you of any request and you shall submit such information within such period as is set out in the request or within [28] days from the date of the request in the absence of any stated period. In the event that you fail to submit such information within the stipulated time period then we reserve the right to refuse your Application without further consideration;
 - 3.5 that the amount of Award awarded to you (if successful) is entirely at our discretion. You shall be responsible for all additional charges incurred (including without limit the charges relating to the Supplier) above and beyond the Award;
 - 3.6 that you will only use the Award to pay towards the direct cost of the Services;
 - 3.7 that you will notify us of any changes in your circumstances which would mean that you are no longer eligible for a Award;
 - 3.8 that you will inform us of any complaints or concerns you have in respect of the Supplier;
 - 3.9 that you will forthwith upon request provide us with such documentation or evidentiary proof as we may reasonably request in order to confirm that you have complied with the provisions of this Agreement;
 - 3.10 that you will properly complete and return to us as soon as reasonably possible (but in any event within 14 days of receiving the same) the Assessments (including without limit the Exit Assessment) for the duration of this Agreement;
 - 3.11 that you will upon reasonable notice allow us access to the Premises and to such records and/or documentation as we may reasonably request so as to ensure your compliance with this Agreement;
 - 3.12 that you will co-operate in a timely and efficient manner with all requests for information from us including without limit face to face discussions at your Premises;
 - 3.13 that it is your responsibility to ensure that the Services provided by the Supplier are suitable for your business needs. You are responsible for arranging the implementation, configuration and installation of the Service;
 - 3.14 You further confirm
 - 3.14.1 that you are not and will not use the Services for any illegal or immoral purpose including without limit the provision or access to pornography or to information which will or is likely to incite racial or religious hatred;
 - 3.14.2 that you are a commercial enterprise whose principal place of business is the Premises;

- 3.14.3 that your Premises are in an area which is not ADSL active;
- 3.14.4 that you are duly authorised to agree to these terms and conditions on behalf of the organisation detailed in the Application;
- 3.14.5 that you have not as at the date of your Application received in aggregate over the last three years grants or loans from any local or central government source including organisations regulated under the De minimis Regulations in excess of 100,000 euros inclusive of VAT (or any equivalent tax) in respect of the Services nor have you applied (including this Application) for such grant or loan which may result in you exceeding such amount;
- 3.14.6 that you will maintain detailed records of your use of the Services including without limit details of any subsequent government grants;
- 3.14.7 that we may forward the information provided in your Application to the Suppliers and to the Members for the purpose of assessing and reviewing the Award and the Services;
- 3.14.8 that you will notify us in writing of the proposed installation date;
- 3.14.9 that the agreement between you and the Supplier in respect of the Services shall be of no less than 12 months duration from the date of installation;
- 3.14.10 that you will ensure that the Services are fully implemented within [3] months from acceptance of your Application.
- 3.15 You will immediately repay the Award to us (in part or whole at our absolute discretion) if it should transpire that you have breached any of the terms of this Agreement.
- 3.16 That it is your responsibility to ensure that you have agreed (and are satisfied with) with the Supplier the terms for the provision of the Services.
- 3.17 That you and your employees, agents and sub-contractors do not and will not use any Award (or part of it) for the purpose of supporting directly or indirectly any organisation or activity which is likely to bring us or any of Suppliers or our partners into disrepute or which supports any political party, organisation or activity;
- 3.18 You will not nor will you encourage any third party to make use of any logos, product names and accreditations of either us or any of Suppliers or our partners in any way whatsoever without our prior written consent.

4. Our Obligations

- 4.1 Subject to your compliance with this Agreement and our approval of your Application, we shall provide to you the Award.

- 4.2 Subject to clause 4.4 the Award will be supplied by a single payment to you. Such payments shall be made by us (or such third party as we may instruct) by standing order, electronic transfer or cheque (as we may in our discretion decide) upon receipt of a valid invoice from the Supplier in respect of the Services.
- 4.3 We reserve the right to suspend or terminate or rearrange any payment in respect of the Award made to you if you should breach this Agreement (for whatever reason).
- 4.4 We reserve the right to pay any Award by instalments. Such instalments to be at intervals and amounts as decided by us.

5. Warranties and Guarantees

Save as required by law we do not warrant or guarantee:

- 5.1 that your Application will be successful;
- 5.2 as to the type, level or quality of the services provided by the Suppliers. Nor do we guarantee that the Services will be error or virus free or secure. The choice of Supplier is entirely your own decision and we waive (and you accept) any liability for any loss, claim, damage or expense incurred (directly or indirectly and including any consequential loss).
- 5.3 the Services against failure of performance due to failure of any telecommunication system. We disclaim and you waive all other warranties, express or implied, with respect to the Services and/or our obligations under this Agreement, arising by law or otherwise, including, without limitation any obligation, liability, right, remedy, claim in tort, notwithstanding any fault, negligence, strict liability or product or service liability of us (whether express or implied).

6. Termination

- 6.1 We may forthwith terminate this Agreement at anytime if you:
- 6.1.1 should fail to comply with any term of this Agreement;
- 6.1.2 become insolvent and unable to pay your debts, bankrupt or placed in the hands of a receiver or administrator or wound up.
- 6.2 In the event of termination of this Agreement for whatever reason you shall forthwith repay any part of the Award which has not been paid to the Supplier as at the date of termination.
- 6.3 In the event of termination of this Agreement arising from your breach of the terms hereunder you shall forthwith repay the Award in full to us.

7. General

- 7.1 You acknowledge that save for death or personal injury the following provision reflects a fair allocation of risk. Our exclusive remedy for default by us hereunder shall be to the amount of any unpaid Award (if any).
- 7.2 The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive either party's rights thereafter to enforce and compel strict compliance with every term and condition of this Agreement.
- 7.3 Any notice required or permitted by this Agreement shall be in writing (which shall for the avoidance of doubt include electronic transmission) and shall be deemed sufficient when delivered:
- 7.3.1 forty eight (48) hours after being deposited in the regular mail as certified or registered mail with postage prepaid; or
- 7.3.2 forthwith upon receiving confirmation from the receiving party either by facsimile, electronic transmission or by post.
- 7.4 This Agreement shall be binding upon and inure to the benefit of the successors and assignees of the parties. Either party may assign its rights or obligations hereunder at anytime.
- 7.5 This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- 7.6 If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable.
- 7.7 In the event of any conflict of any instructions or requests by the host provider or the agency under this Agreement then the instructions or request of the agency shall prevail.
- 7.8 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all prior agreements with respect thereto are superceded. No amendment or modification hereof shall be binding unless in writing and duly executed by both parties.