



## PORTFOLIO HOLDER DECISION NOTICE

### INDIVIDUAL DECISION BY THE LEADER

#### TOPIC - HAMPSHIRE BROADBAND

#### PROCEDURAL INFORMATION

The Access to Information Procedure Rules – Part 4, Section 22 of the Council's Constitution provides for a decision to be made by an individual member of Cabinet.

In accordance with the Procedure Rules, the Corporate Director (Governance), the Chief Executive and the Head of Finance are consulted together with Chairman and Vice Chairman of The Overview and Scrutiny Committee and any other relevant overview and scrutiny committee. In addition, all Members are notified.

If five or more Members from those informed so request, the Leader may require the matter to be referred to Cabinet for determination.

#### Contact Officers:

**Case Officer:** Eloise Appleby, Assistant Director (Economy and Community), tel 01962 848 181, email [eappleby@winchester.gov.uk](mailto:eappleby@winchester.gov.uk)

**Committee Administrator:** Nancy Graham, Tel: 01962 848 235, Email: [ngraham@winchester.gov.uk](mailto:ngraham@winchester.gov.uk)

#### SUMMARY

- Members will be aware that Hampshire County Council has been leading on a project which will bring good broadband provision to the majority of homes in rural areas.
- The County's target is to achieve 90% of all premises with superfast broadband (24Mbps or more) by 2015, with the remaining 10% receiving a *minimum* of 2Mbps. In practice, it is expected that there should be fewer than 1% of premises in the County at 2Mbps at the end of 2015.
- The Hampshire Broadband Programme is likely to cost in the order of £20million. It has sought to identify and address most of the gaps in current or planned future provision which are not viable commercially, and as such will not otherwise be catered for.
- The County has allocated £3.73 million to the Programme, and secured a

further £5 million from the Broadband Delivery UK (BDUK), to enable the commissioning of a Broadband infrastructure which can then be made available by a range of internet service providers to local customers.

- Match funding contributions were also sought from district councils, and Winchester City Council has already allocated £139,000 in the capital programme as its contribution to the project, payable in three equal annual instalments.
- The County has undertaken to find, through commercial partners etc, the remaining monies needed to make the Programme viable.
- The procurement process is currently being completed by the County, with the final stages due for completion in March. Consequently, County officers have now requested the signing of a Collaboration Agreement in March 2013 between the nine participating district councils and the County Council (draft at Appendix 1). The agreement covers:
  - a) the release of the agreed initial annual contribution of £46,330 within three months of the contract award by Hampshire County Council;
  - b) the release of two further contributions of £46,330 in 2014 and 2015;
  - c) a number of principles around engagement with and delivery of the Programme.
- The provision of Broadband across the rural areas of the Winchester District will have a positive impact on the delivery of all three of the Community Strategy outcomes (economic prosperity, active communities, high quality environment). It will, in particular, support the priority of increasing access to services.

## **DECISION**

1. That the entering into of the Collaboration Agreement (in the form attached at Appendix 1, subject to any minor changes required by the Head of Legal Services) for the provision of the Hampshire Broadband Programme, be agreed;
2. That the release of £139,000 identified in the Capital Programme for the purpose of supporting the Hampshire Broadband Programme Project over three years, as set out in the Decision Notice, be approved for the purposes of Financial Procedure Rule 6.4.
3. That the sum of £139,000 be released as follows:-
  - a. £46,330 (the agreed initial annual contribution from the City Council) on award of the contract for the Programme by the County Council;
  - b. Two further instalments of the same amount in 2014 and 2015.

## **REASON FOR THE DECISION AND OTHER ALTERNATIVE OPTIONS CONSIDERED AND REJECTED**

The Broadband programme has been shared, since its inception, with officers and Members of all the participating Districts. It offers a viable, long term solution to an issue which is constantly raised by residents of rural areas and featured prominently in the Blueprint consultation process.

There is a risk that not all of the Council's rural areas will be covered by this project, and the extent of any such non-coverage will not be known until the contractor is in place and has developed the full roll-out programme. Any shortfall in coverage is likely to be because of the technical difficulty and/or cost implications of working in a small number of locations.

The programme comes at a time when the provision of 4G and even 5G capability for mobile networks is being made available. Officers believe this will not replace the need for the reliable, static and uniform Broadband coverage which this programme will bring about. Moreover, network coverage will have to be extended by the service providers if this is to be feasible. However, this advanced mobile capacity may an option for filling the small remaining 'white space' in Hampshire left by the Broadband programme, and it will certainly cater for the increasing social trend towards the use of mobile devices.

## **RESOURCE IMPLICATIONS:**

As indicated above, the Council has already allocated £139,000 in its Capital Programme as a contribution to the Hampshire Broadband initiative.

This Decision Notice seeks approval to this capital expenditure in accordance with Financial Procedure Rule 6.4, with the first of three annual tranches of the above allocation, triggered by the awarding of the contract by Hampshire County Council this month, and the other two tranches payable in 2014 and 2015.

The funding asked of each district has been set at the estimated number of premises in each district that will remain below 'superfast' (24Mbps+) when the commercial roll out is complete. These numbers will change now that the procurement process has been completed, but the change is not expected to be significant.

## **CONSULTATION UNDERTAKEN ON THE DECISION**

The County's project team has been co-ordinating community engagement efforts across the areas involved, encouraging local residents and businesses to find out more about local Broadband provision and sign up on the project web pages as an indication of demand for the procurement process. Levels of public engagement have not been uniform across the County, and some Ward Members believe that

actual demand in the rural areas may prove to be well in excess of the number of respondents.

At the City Council, officers have supported this through communications over a number of years with parishes, Members, the press, business networks and other groups.

Levels of expressed demand in specific villages/areas will be a factor in the development of the roll-out programme by the chosen contractor, and Members are encouraged to continue referring local residents to the webpage <http://www3.hants.gov.uk/broadband.htm> if they wish to influence this programme.

**FURTHER ALTERNATIVE OPTIONS CONSIDERED AND REJECTED FOLLOWING PUBLICATION OF THE DRAFT PORTFOLIO HOLDER DECISION NOTICE**

In response to comments from Councillor Weston, two minor amendments have been made to the text of the notice outlined above to emphasise the lack of mobile and Broadband coverage in rural areas.

**DECLARATION OF INTERESTS BY THE DECISION MAKER OR A MEMBER OR OFFICER CONSULTED**

n/a

**DISPENSATION GRANTED BY THE STANDARDS COMMITTEE**

n/a

Approved by: (signature)

Date of Decision: 13.03.13

Councillor Keith Wood – Leader



*Basingstoke  
and Deane*



**New Forest**  
DISTRICT COUNCIL

**HAMPSHIRE COUNTY COUNCIL**

**-and-**

**BASINGSTOKE AND DEAN BOROUGH COUNCIL**

**-and-**

**EAST HAMPSHIRE DISTRICT COUNCIL**

**-and-**

**FAREHAM BOROUGH COUNCIL**

**-and-**

**GOSPORT BOROUGH COUNCIL**

**-and-**

**HART DISTRICT COUNCIL**

**-and-**

**HAVANT BOROUGH COUNCIL**

**-and-**

**NEW FOREST DISTRICT COUNCIL**

**-and-**

**TEST VALLEY BOROUGH COUNCIL**

**-and-**

**WINCHESTER CITY COUNCIL**

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**Collaboration Agreement**

**Setting out an arrangement between a number of Local Authorities in respect  
of the delivery of a Local Broadband Plan in Hampshire**

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**THIS AGREEMENT** is dated

**201[ ]**

**PARTIES:**

The parties to this Agreement are:

1. Hampshire County Council of the Castle, Winchester, Hampshire, SO23 8UJ;
2. Basingstoke and Deane Borough Council of Civic Offices, London Road, Basingstoke, Hampshire, RG21 4AH;
3. East Hampshire District Council of Penns Place, Petersfield GU31 4EX;
4. Fareham Borough Council of Civic Offices, Civic Way, Fareham, Hampshire PO16 7AZ;
5. Gosport Borough Council of Town Hall, High Street, Gosport, Hampshire PO12 1EB;
6. Hart District Council of Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE;
7. Havant Borough Council of Civic Centre Road, Havant, Hampshire PO9 2AX;
8. New Forest District Council of Appletree Court, Beaulieu Road, Lyndhurst, Hampshire SO43 7PA;
9. Test Valley Borough Council Beech Hurst, Weyhill Road, Andover Hampshire SP10 3AJ;
10. Winchester City Council Colebrook Street, Winchester, Hampshire SO23 9LJ.

each an "**Authority**" and together the "**Authorities**".

**1 BACKGROUND**

- 1.1 The Authorities have resolved to work together to deliver the Hampshire Broadband Programme in accordance with the Hampshire Local Broadband Plan (the **Programme**).
- 1.2 In furtherance of this aim, Hampshire County Council (the **Lead Authority**) has been successful in its application to secure funding from Broadband Delivery U.K. (**BDUK**), to assist the procurement of a network deployment service supplier in respect of the Programme.
- 1.3 In addition to BDUK Funding, the Authorities intend both jointly and individually to provide and/or otherwise secure funding and/or provision of benefits to support delivery of the Programme.
- 1.4 The Authorities wish to record the basis on which they will collaborate with each other to achieve the successful delivery of the Programme (a summary overview for which is contained in Schedule C). Accordingly, this Agreement sets out the:
  - 1.4.1 key objectives of the Programme;
  - 1.4.2 principles of collaboration;
  - 1.4.3 reporting structures the Authorities shall put in place; and
  - 1.4.4 respective roles and responsibilities the Authorities will have in respect of the Programme.

## 2 INTERPRETATION

- 2.1 In this Agreement:
  - 2.1.1 unless the context otherwise requires, the following expressions shall have the following meanings:

<b>"Agreement"</b>	this written agreement, including its Schedules and any document incorporated by reference;
<b>"Commencement Date"</b>	the date of this Agreement;
<b>"Delivery and Service Phases"</b>	the relevant phases of the supplier contract to be entered into by the Lead Authority in respect of the Programme;
<b>"Programme"</b>	has the meaning given in Clause 1.1 to this Agreement.

2.1.2 reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re enacted from time to time;

2.1.3 words importing the singular include the plural, words importing any gender include every gender, words importing persons include bodies corporate;

2.1.4 the clauses and paragraph headings and titles appearing in the Agreement are for reference only and shall not affect its construction or interpretation;

2.1.5 any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative only and without limitation to the generality of the related general words.

### **3 STATUS OF THE AGREEMENT**

3.1 The Authorities agree that the Agreement is a legally binding relationship and the mutual commitments between them created by the Agreement shall from the Commencement Date be construed accordingly.

### **4 TERM**

4.1 This Agreement shall come into effect on the Commencement Date and shall continue in force until the expiry of the Delivery and Service Phases, unless terminated earlier in accordance with the terms of this Agreement.

### **5 GENERAL PRINCIPLES OF COLLABORATION**

5.1 The Agreement has been entered into by the Authorities to establish and effect certain provisions for the performance of the Programme and to clarify the Authorities' responsibilities in respect thereof and to each other.

5.2 The Authorities will work together in good faith and in an open, co-operative and collaborative manner, for the duration of the Agreement in order to achieve the successful implementation of the Programme.

5.3 Each Authority shall use all reasonable endeavours to procure that its respective members and officers who are involved in the Programme shall at all times act in the best interests of the Programme.

### **6 OFFICERS**

6.1 Where appropriate the Authorities shall make such of their members and officers available, as necessary for the purposes of implementing the Programme, the terms of this Agreement and to attend and assist the reasonable requirements of the stakeholders group mentioned in Clause 8 below.



## **7 AUTHORITY CHIEF EXECUTIVE**

- 7.1 Each Authority Chief Executive shall be responsible for ensuring that his/her Authority provides the support reasonably necessary to secure the successful completion of the Programme, taking into account the Authority's commitments under this Agreement. In this context, support shall include the involvement and time of capable members' and officers', payment of agreed contributions, the provision of information and the prompt consideration of matters referred to its Authority for consideration.

## **8 REPORTING ARRANGEMENTS**

- 8.1 The Authorities shall meet at least quarterly as a public stakeholders group (the **Stakeholders Group**) and shall each appoint a nominated representative.
- 8.2 The Lead Authority shall keep the other Authorities informed on the progress of the Programme via the Stakeholders Group.

## **9 LIABILITIES AND IMMUNITY**

### **9.1 Member and Officer Liability**

9.1.1 When working as a member of the Stakeholders Group the members shall be deemed to be representing their own Authority, even when the particular matter under consideration relates to or also relates to another Authority.

9.1.2 When working on the Programme officers shall be deemed to be working on behalf of both their employing Authority and made available and working on behalf of the other Authorities under Section 113 of the Local Government Act 1972.

9.1.3 Both members and officers shall be treated as falling within the statutory immunity provided by section 265 of the Public Health Act 1875.

### **9.2 Authorities' Liabilities to Each Other in respect of the Programme**

9.2.1 The Authorities agree with each other to comply with their respective obligations under this Agreement and shall have no further liability in respect of any losses incurred by any of them arising therefrom.

## **10 LEAD AUTHORITY & OTHER AUTHORITIES**

- 10.1 The Lead Authority and each other Authority shall:

10.1.1 carry out the functions assigned to them as set out in Schedule B to this Agreement the Lead Authority indemnifying the other Authorities in respect of its own obligations thereunder; and

- 10.1.2 use their best endeavours to represent the views of the Stakeholders Group in respect of the Programme save that nothing herein shall affect or limit the Lead Authority in carrying out its role as a contracting authority or otherwise in relation to the Programme.
- 10.2 The Authorities acknowledge that the timing and roll out of the Programme will be determined by the procurement process and the supplier contract to be undertaken and entered into by the Lead Authority and agree that any local coverage beyond the core coverage envisaged by the process and supplier contract shall be subject to such separate local arrangements as Authorities may enter into.

## **11 INTELLECTUAL PROPERTY**

- 11.1 All intellectual property created by or on behalf of any Authority in the course of the Programme shall be jointly owned by the Authorities and shall be available equally to them. Each Authority irrevocably consents to the use (including copying and development) of such jointly owned intellectual property by each of the other Authorities without need for consent, payment and otherwise without constraint by any other Authority.
- 11.2 Each Authority warrants that any intellectual property supplied or made available by its members or officers for the purposes of the Programme will not infringe any third parties intellectual property rights when used: (i) within the parameters of the Programme; and (ii) in accordance with any other limitations on use communicated by such supplying party.

## **12 FUNDING CONTRIBUTION**

- 12.1 Subject to the express provisions of this Agreement, the Authorities shall contribute towards the Programme funding on the basis as set out in Schedule A.

## **14 TERMINATION**

- 14.1 If the Authorities (or those remaining following the withdrawal of any of them) serve notice on the Lead Authority to the effect that they wish to withdraw from this Agreement then this Agreement shall terminate in three months from receipt of the notice.
- 14.2 Where the Agreement is terminated under Clause 14.1, the Authorities shall not, for the avoidance of doubt, be entitled to any reimbursement of their funding contributions already made in accordance with Schedule A or to avoid paying any contributions then outstanding for which they shall remain liable.

## **15 WITHDRAWAL**

- 15.1 Each Authority acknowledges that its withdrawal from this Agreement will have consequences to the delivery of the Programme and may cause additional costs to the other Authorities and could result in the Programme being delivered late, only partly delivered or not being delivered at all.

- 15.2 Any Authority may withdraw from this Agreement by giving three months' written notice to the other Authorities.
- 15.3 The responsibility for costs in the event of an Authority withdrawing from this Agreement is set out in Schedule A, noting that the withdrawing Authority concerned shall not (for the avoidance of doubt) be entitled to any reimbursement of their funding contributions already made in accordance with Schedule A or to avoid paying any contributions then outstanding for which they shall remain liable.

## **16 CONFIDENTIAL INFORMATION**

- 16.1 Where such information is received pursuant to the operation of this Agreement and/or the Programme, each Authority shall keep confidential and appropriately protect from disclosure all information of a confidential or otherwise sensitive nature relating to the Programme or the business or affairs of the other Authorities which may now or at any other time be in their possession and shall not disclose it without the consent of the Authority to whom the information relates.
- 16.2 This Clause shall survive the termination of this Agreement without prejudice to those other Clauses also containing outstanding obligations in particular Clauses 14.2 and 15.3.

## **17 FREEDOM OF INFORMATION ACT 2000 ("FOIA") AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 ("ERI")**

- 17.1 Each Authority acknowledges that they are all subject to the requirements of FOIA and the EIR and each Authority shall provide reasonable assistance and co operation (at their own expense) so as to enable each of the other Authorities to comply with these information disclosure obligations, so far as such assistance and co-operation relates to this Agreement and/or the Programme.
- 17.2 Where an Authority receives a request for information under FOIA or EIR which relates to this Agreement and/or the Programme it shall circulate it as soon as possible and in any event within five days of receipt to the other Authorities and shall use all reasonable endeavours to consult with the others and comply with the views of the Lead Authority prior to disclosure.
- 17.3 Each Authority acknowledges that (subject to Clause 17.2) where an Authority has received a request for information that Authority is responsible for determining in its absolute discretion whether such information is exempt from disclosure under the FOIA or the EIR and may (at its discretion) disclose such information without consulting the other Authorities or following consultation and having taken the other Authorities view into account.

## **18 ESCALATION**

- 18.1 If any Authority has any material concerns or complaints about the Programme and/or the Agreement that Authority shall notify all the other Authorities concerned who shall seek to resolve the issue by a process of consultation between nominated individuals of the relevant parties. If the issue is not resolved within one month the matter shall be referred to the Stakeholders Group, which shall consider the appropriate course of action to take. If the matter is unable to be resolved at the Stakeholders Group it shall be dealt with under the dispute resolution procedure set out in Clause 19.
- 18.2 If any Authority receives any formal inquiry, complaint or claim from a third party (including requests for information under the Freedom of Information Act 2000 or the Environmental Regulations 2004) in relation to this Agreement and/or the Programme the matter shall be promptly referred to the Stakeholders Group the other Authorities or their nominated representatives.

## **19 DISPUTE RESOLUTION**

- 19.1 If having failed to resolve any dispute between Authorities under Clause 18, the Authorities will attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (“CEDR”) Model Mediation Procedure.
- 19.2 To initiate any mediation any Authority may give notice in writing to the other Authorities requesting mediation of the dispute and shall send a copy of such notice to CEDR. The Authorities shall co operate with any person appointed as mediator and provide them with such information and other assistance as they shall require and will pay the mediator's appropriate costs as that mediator shall determine.

## **20 SEVERANCE**

- 20.1 If any condition provision or clause of this Agreement shall become or be declared by any court of competent jurisdiction to be void invalid illegal or unenforceable in any way, such invalidity or unenforceability shall not impair or affect any other provision all of which shall remain in full force and effect.

## **21 ENTIRE AGREEMENT**

- 21.1 This Agreement constitutes the entire agreement and understanding between the Authorities concerning its specific subject matter. It entering into this Agreement no Authority has relied upon a representation by another Authority save as recorded in this Agreement.

## **22 WAIVER**

- 22.1 The failure to exercise or delay the exercising of any right or remedy provided by this Agreement or by law does not constitute a waiver of such right or remedies or a waiver any other rights or remedies. A waiver of a breach of any of the terms of the Agreement or of a default under the Agreement does not constitute a waiver of any other breach or default and shall not affect the terms of the Agreement. A waiver of a breach of any of the terms of the Agreement or of a default under the Agreement will not prevent an Authority from subsequently requiring compliance with the waived obligation.

## **23 GENERAL**

- 23.1 Nothing contained or implied herein shall prejudice or affect the Authorities' rights and powers, duties and obligations in the exercise of their functions as local authorities and /or in any other capacity and all rights, powers, discretions, duties and obligations of the Authorities under all applicable laws and regulations may at all times be fully and effectively exercised as if the Authorities were not party to this Agreement and as if this Agreement had not been made.
- 23.2 No Authority shall represent themselves as being an agent, partner or employee of any other Authority except to the extent specified by this Agreement.
- 23.3 This Agreement is personal to the Authorities and no Authority shall assign, transfer or purport to assign or transfer to any other person any of its rights or sub contract any of its obligations under it.
- 23.4 No person other than the Authorities shall be entitled to enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 23.5 Any notices required or permitted to be given by one Authority to any of the other Authorities shall be in writing and addressed to the Chief Executive of the other Authority at their principal office.
- 23.6 The Agreement shall be governed by the laws of England and shall be subject to the jurisdiction of the Courts of England and Wales.

**IN WITNESS** whereof the Authorities have caused their respective Common Seals to be hereunto affixed the day and year first before written:

**THE COMMON SEAL of HAMPSHIRE )**  
**COUNTY COUNCIL** was hereunto affixed in the )  
presence of:

.....

Authorised Signatory

**THE COMMON SEAL of BASINGSTOKE AND )**  
**DEANE BOROUGH COUNCIL** was hereunto )  
affixed in the presence of:

.....

Authorised Signatory

**THE COMMON SEAL of EAST HAMPSHIRE )**  
**DISTRICT COUNCIL** was hereunto affixed in the )  
presence of:

.....

Authorised Signatory

**THE COMMON SEAL** of **FAREHAM** )  
**BOROUGH COUNCIL** was hereunto affixed in )  
the presence of:

.....

Authorised Signatory

**THE COMMON SEAL** of **GOSPORT** )  
**BOROUGH COUNCIL** was hereunto affixed in )  
the presence of:

.....

Authorised Signatory

**THE COMMON SEAL** of **HART DISTRICT** )  
**COUNCIL** was hereunto affixed in the presence )  
of:

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Authorised Signatory

**THE COMMON SEAL of HAVANT BOROUGH )**  
**COUNCIL** was hereunto affixed in the presence )  
of:

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Authorised Signatory

**THE COMMON SEAL of NEW FOREST )**  
**DISTRICT COUNCIL** was hereunto affixed in the )  
presence of:

.....

Authorised Signatory

**THE COMMON SEAL of TEST VALLEY )**  
**BOROUGH COUNCIL** was hereunto affixed in )  
the presence of:

.....

Authorised Signatory



**THE COMMON SEAL of WINCHESTER CITY )**  
**COUNCIL** was hereunto affixed in the presence )  
of:

.....

Authorised Signatory

## SCHEDULE A

### FUNDING & COSTS

#### 1 FUNDING

A high level estimate of the total costs of the Programme is twenty million Pounds (£20m) based on work that has been carried out to date. The Lead Authority has applied for and obtained BDUK funding which will contribute nearly £5m of the total cost with a further £5m to come as a matched funding contribution. This would still leave ten million Pounds (£10m) to be funded in order for the Programme to progress.

The Lead Authority has agreed to contribute three million seven hundred and thirty thousand Pounds (£3.730m) of the match funding contribution referred to above. In addition, the Lead Authority will secure through its own resources or a commercial relationship the remaining balance of the cost of the Programme being ten million Pounds (£10m) and accept all of the funding and commercial risks associated with said balance.

The other Authorities shall commit the following funding to the Programme by making the three annual payments specified to the Lead Authority. The first payment to be made 3 months after contract award in 2013 and then annually on that anniversary for the next two years:

	<b>District Funding</b>	<b>3 annual payments of</b>
	<b>£'000</b>	<b>£'000</b>
Basingstoke and Deane Borough Council	225.00	75.00
East Hampshire District Council	183.00	61.00
Fareham Borough Council	14.00	4.67
Gosport Borough Council	45.00	15.00
Hart District Council	69.00	23.00
Havant Borough Council	37.00	12.33
New Forest District Council	344.00	114.67
Test Valley Borough Council	185.00	61.67
Winchester City Council	139.00	46.33
<b>Total</b>	<b>1,241.00</b>	

It has been agreed by the Authorities that the contributions set out in the table above will be capped at the levels shown in the table irrespective of final costs of the Programme.

## **2 COST IMPACT WHERE UNAVAILABILITY OF FUNDING OR CHANGE IN LAW**

Any Authority whose ability to meet its commitments to funding mentioned in paragraph 1 above due to unavailability of funding or a change in legislation shall notify the other Authorities and/or the Stakeholders Group who shall meet acting in accordance with the principles set out in clause 5 above to resolve the issue.

## **3 COSTS OF WITHDRAWAL OR TERMINATION**

Each Authority agrees that in the event that it withdraws from the Programme it shall:

- Indemnify the others against any costs or losses which the remaining Authorities may suffer as a result of that withdrawal or termination; and
- Continue to be liable to pay the funding contributions set out in the table under paragraph 1 above notwithstanding their withdrawal or early termination.

## **SCHEDULE B**

### **ROLE OF THE LEAD AUTHORITY & OTHER AUTHORITIES**

#### **The Lead Authority**

- To secure funding from BDUK to assist in the procurement of a network deployment service supplier in respect of the Programme .
- To procure such service supplier in accordance with all legislative requirements.
- To meet as part of the Stakeholders Group to report on the Programme.
- To observe their specific responsibilities set out in the Agreement.

#### **The Other Authorities**

- To provide and/or otherwise secure funding and/or provision of benefits to support delivery of the Programme.
- To meet as part of the Stakeholders Group to represent and discuss the impact of the Programme on each of their respective administrative areas.
- To resolve any barriers that may impact on the delivery of the Programme such as planning issues and to own member engagement within their own authority and own benefit realisation.
- To cooperate with consultation and all other reasonable requirements of the Lead Authority in pursuing the successful completion of the Programme.
- To observe their specific responsibilities set out in the Agreement.

## Schedule C

1. The Hampshire Broadband Plan has the strategic aim that by the end of 2015-16 90% of all premises in Hampshire will have access to superfast broadband (24Mbps+) and that the remaining 10% will have access to a minimum speed of 2Mbps. The Hampshire Programme will strive to push beyond the strategic aim.
2. The strategic aim matches that of the national programme run by Broadband Delivery UK (BDUK) which is within the Department for Culture, Media and Sport (DCMS).
3. The strategic aim is for Hampshire as a whole and does not mean that we can achieve 90% in each district as this approach would not provide value for money, as the infrastructure (telephone lines, street cabinets and exchanges) don't follow county boundaries let alone district boundaries.
4. The funding agreed by each District has been calculated based upon the estimated number of premises in each district that will remain below superfast (24Mbps+) when the commercial roll out is complete. These numbers will change, but it will not be significant and is likely to be in the low single number %
5. Whilst it may be theoretically and statistically possible to achieve 100% superfast in many districts leaving a few with the slower 10% that will not and cannot happen as some premises in each district share cabinets and exchanges. There will undoubtedly be variations as building a network of this size is complex, but there will be uplift in speeds within each District.
6. The 2 key factors that determine where speed improvements will occur are:
  - a. The capital cost of providing a new street cabinet served with fibre optic cable in to a community. This in itself is determined by the distance from the telephone exchange, the availability of power in the community to feed a new street cabinet (normally from street lighting) and the geography of the area (does the fibre cross rivers, motorways, etc).
  - b. The number of premises that are served from the new cabinet installed in point one. The greater the number of premises the better
7. The hardest to reach areas are those that are not served from a street cabinet and instead have a telephone line all the way back to the exchange. These tend to be isolated premises and they may require fibre optic cable to be run the entire distance.
8. District partners will be kept up to date with progress throughout and will require active involvement from the outset at a series of fast start meetings where various representatives, such as planning, will be briefed.
9. Data will be released to Districts when it becomes available, subject to confidentiality terms and conditions. Data on the phases of the programme and the speed improvements will be available from the point of agreeing a contract with BT, but this will be at sector level (SOXX X level). This will be adequate to give a district level indication of the improvement, but won't be enough for premises to find out their individual circumstances.

10. BT expect to release post code level data 3 months in advance of each phase commencing. This will be made available to District partners as it becomes available to Hampshire.
11. Satellite is a solution available to the programme, but we will be limiting it to the most difficult to reach premises as it does not provide the same level of service that most people expect and the latency caused by the data can make things like online shopping or banking very poor. 4G may well have a part to play in the hardest to reach premises, it is still in its infancy but we will be looking to replace Satellite with something like 4G as this matures throughout the programme. This will not be a substitute for affordable fibre optic based service.