

digital switchover Certification Mark
Digital TV Service Packages
Authorised User Licence

The Secretary of State for Culture, Olympics, Media and Sport ("**the Proprietor**") has registered the digital switchover Certification Marks ("**the Certification Marks**"), as represented in Application nos 2367775 and 2367776, to run a scheme to certify goods and services designed to help consumers through digital switchover ("**the Scheme**").

The Secretary of State has appointed Digital UK to promote, administer and supervise the digital switchover Certification Mark scheme in relation to digital television service packages. Digital UK is a not-for-profit company that has been established by the UK's public service broadcasters and digital terrestrial multiplex operators to coordinate the UK's switchover to digital television. Digital UK has appointed AEA ("**the Licence Authority**") to administer the Scheme on their behalf.

The criteria at Annex A, the list of digital television service packages at Annex B and the information provided to process the application at Annex C are integral parts of this licence agreement ("**Licence Agreement**") between Digital UK (Digital UK Ltd, Company Registration No. 5422613 of 22 Percy Street, London, W1T 2BU) ("**the Licensor**") and

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[Company name, registration number and registered office address - applicant to complete] ("**the Licensee**").

1. Licence

1.1 Subject to the Licensee's compliance with the terms and conditions of this Licence Agreement, the Licensor grants the Licensee for the Term a non-exclusive licence to use the Certification Marks as a certification mark in the United Kingdom solely in relation to:

1.1.1 the digital television service packages listed at Annex B, and

1.1.2 such other digital television service packages as the Licence Authority may approve in accordance with clause 1.2 of this Licence Agreement,

provided that such packages fully comply with the criteria set out in Annex A.

1.2 If, during the Term of this Licence Agreement, the Licensee wishes to add a digital television service package to the list at Annex B, it shall notify details of the package to the Licence Authority. The Licensee shall not use the Certification Marks in relation to such packages until it has received the Licence Authority's approval in writing.

1.3 In this Licence Agreement,

“Television Service Packages” means the digital television service packages (fully complying with the criteria in Annex A) referred to in clause 1.1 of this Licence Agreement but do not refer to individual television channels or broadcast content; and

“Certification Mark Brand Guidelines” means such branding guidelines (relating to the use under this Licence Agreement of the Certification Marks as certification marks for Television Service Packages) as are set out on this digital logo website (www.digitallogo.co.uk) and as may be amended from time to time by the Licensor.

2. Term

The term of this Licence Agreement is one calendar year from and including the date the Licence Authority signs this Licence Agreement, unless terminated earlier in accordance with the terms and conditions of this Licence Agreement (**“the Term”**).

3. Use

3.1 The Licensee may use the Certification Marks on printed material (including point-of-sale materials) and on websites produced or maintained on behalf of the Licensee solely in relation to the Television Service Packages in order to identify these packages as providing access to all the replacement services for all of the analogue terrestrial Public Service Broadcasting services being withdrawn at digital switchover as set out in Annex A.

3.2 The Licensee cannot use the Certification Marks in a way which may reasonably be seen to be an attempt to suggest that individual television channels or broadcast content or any aerial or antenna installation service has in any way been certified under the digital switchover Certification Mark scheme.

3.3 The Licensee agrees to abide by the Certification Mark Brand Guidelines whenever it uses the Certification Marks. The Licensor may amend the Certification Mark Brand Guidelines from time to time. Any changes will be notified to the Licensee and the Licensee will abide by these changes within a reasonable timescale.

3.4 The Licensee shall not use the Certification Marks on air without prior written authorisation of the Licensor.

3.5 The Licensee shall not use the Certification Marks in any way that may reasonably be seen to bring digital switchover, the digital switchover Certification Marks or the digital switchover Certification Mark Scheme into disrepute.

4. Warranty

4.1 The Licensee warrants that the Television Service Packages fully comply with the relevant package criteria at Annex A.

4.2 The Licensee warrants that it has obtained all necessary authorisations from third parties to be able to enter into this Licence Agreement and to use the Certification Marks in relation to the Television Service Packages.

5. Compliance

5.1 The Licensee's signatory, or such person as the Licensee may notify in writing to the Licensor, shall be responsible for ensuring compliance by the Licensee with the terms and conditions of, and shall act as the point of contact for all matters in relation to, this Licence Agreement.

5.2 The Licence Authority may, by written request, require the Licensee to provide suitable evidence that the Television Service Packages fully comply with the criteria at Annex A and the Licensee shall comply promptly with any such request.

5.3 If notified by the Licence Authority of instances of non-compliance, the Licensee shall investigate the situation and report to the Licence Authority in writing within two weeks on the measures taken to ensure future compliance. If after a reasonable period the situation has not been resolved, the Licensor may exclude non-compliant Television Service Packages from the Licence Agreement, or terminate the Licence Agreement.

5.4 The Licensee agrees that the Licensor, whether by itself or acting through the Licence Authority, may:

5.4.1 keep a database containing the names and addresses of Licensees and the information at Annex B, and

5.4.2 may make such information available to the public.

5.5 As part of the registration process for certification marks, the Proprietor is required to file with the Registrar of Trade Marks regulations for use of the Certification Marks. The Licensee shall comply, within a reasonable timescale, with any such regulations filed with the Registrar of Trade Marks.

5.6 The Licensee shall be responsible for any liability arising out of a breach by the Licensee of the terms and conditions of this Licence Agreement.

6. Termination

6.1 The Licensor reserves the right to terminate this Licence Agreement at any time by informing the Licensee in writing. No compensation shall be payable to the Licensee in respect of such termination.

6.2 The Licensee may terminate this Licence Agreement at any time by informing the Licence Authority in writing.

6.3 If this Licence Agreement is terminated, to protect the reputation of the digital switchover Certification Mark Scheme, the Licensee must cease any further use of the Certification Marks within three months and after a reasonable period replace or amend any materials that they have produced that bear a representation of the Certification Marks. However, if the cause of termination is breach of the terms of this Licence Agreement by the Licensee, the Licensee must immediately cease use of the Certification Marks.

7. Sub-licensing and Assignment

7.1 The Licensee shall not sub-license, assign or in any other way transfer its rights or obligations under this Licence Agreement.

7.2 The Licensor may assign, transfer and novate the benefit and burden of this Licence Agreement and may delegate any of its obligations under this Licence Agreement.

8. Rights of Third Parties

8.1 The Proprietor may enjoy the benefit and enforce the terms of this Licence Agreement in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

8.2 Nothing in this Licence Agreement shall confer or purport to confer on any other third party any benefit or the right to enforce any term of this Licence Agreement.

9. Entire Agreement

This Licence Agreement, any Authorised User Licence for digital TV equipment, and any Licence for Promotional Use, contains the whole agreement between the parties in relation to the use of the Certification Marks.

10. Law and Jurisdiction

This Licence Agreement is governed by English law and any matter arising under this Licence Agreement is subject to the exclusive jurisdiction of the English courts.

11. Concluding the agreement

If the Licensee agrees to abide by the terms and conditions for use of the Certification Marks in this Licence Agreement, the duly authorised representative of the Licensee must return two signed copies of this Licence Agreement to Digital Logo Scheme, Momenta, 329 Harwell, Oxon OX11 0QJ. The Licensee must ensure Annex B, Annex C and the company and address details on page 1 of this Licence Agreement have been completed.

The duly authorised representative of the Licensor shall then sign, date and return one copy to the Licensee.

For any queries regarding your Licence Agreement, please contact the digital logo helpdesk:

E: digital.logo@aeat.co.uk

T: 0870 190 2851

On behalf of the Licensee, I confirm agreement to the terms and conditions as set out in this Licence Agreement.

Signed:

Name:

[Applicant to complete]

Position:

[Applicant to complete]

Company:

[Applicant to complete]

Signed:

As agent for, and on behalf of, Digital UK Ltd

Date:

[Licence Authority to complete]

Annex A

CRITERIA TO USE CERTIFICATION MARKS ON DIGITAL TV SERVICE PACKAGES

To qualify under the digital switchover Certification Mark scheme digital television packages must:

- Provide those who obtain the package with access to all the replacement services for all the following analogue Public Service Broadcasting services being withdrawn at switchover:
 - BBC1
 - BBC2
 - ITV/Channel 3
 - Channel 4/S4C
 - Five
 - Teletext, and
 - subtitling.

For the purpose of this Licence Agreement, the replacement services for the analogue Teletext service are those digital services referred to in the industry as “Teletext on ITV” and “Teletext on 4”.

Annex B

List of packages be registered as part of this Licence Agreement

[To be completed by Licensee. Please include all relevant details of the packages, in particular the way that they will be described to consumers. Continue on further pages if necessary. Additional packages may be registered in-year, with relevant details notified to Momenta at digital.logo@aeat.co.uk]

Please provide the following information, which will enable us to process your application

Company Name:

Company Registration number:

Registered company address:

Trading address (if different):

Signatory of application:

Address (if different from the above):

Telephone:

e-mail:

Name of Principal Contact at Company (if different to signatory):

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Address (if different from above):

Telephone:

e-Mail:
