

digital switchover Certification Mark
Approved Digital Adviser
Authorised User Licence

The digital switchover Certification Marks (“**the Certification Marks**”) have been registered in the UK under nos 2367775 and 2367776. The Secretary of State for Business, Enterprise and Regulatory Reform is using the Certification Marks 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 and has granted Digital UK a licence to use the Certification Marks for this purpose. 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 Momenta (“**the Licence Authority**”) to administer the Scheme on their behalf.

The criteria at Annex A, the list of retail outlets and call centres, and the information provided to process the application in the application forms 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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The Authorised User details autofill from the information submitted in the earlier forms
.....

.....
(“the Authorised User”)
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1. Licence

1.1 Subject to the Authorised User’s compliance with the terms and conditions of this Licence Agreement, the Licensor grants the Authorised User for the Term a non-exclusive licence to use the Certification Marks as certification marks in the United Kingdom solely in relation to the provision of advice about digital switchover in accordance with the criteria set out in Annex A.

1.2 In this Licence Agreement:

“**Commencement Date**” means the day on which the Authorised User clicked the box indicating “On behalf of the Authorised User, I confirm agreement to the terms and conditions of this Licence Agreement; 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 the provision of advice about digital switchover) 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 three (3) calendar years from and including the Commencement Date, unless terminated earlier in accordance with the terms and conditions of this Licence Agreement (**“the Term”**).

3. Use

3.1 The Authorised User may use the Certification Marks –

3.1.1 on printed material (including point-of-sale materials) and on websites produced or maintained on behalf of the Authorised User solely to represent itself as a certified provider of advice about digital switchover at retail outlets and call centres listed in the application forms; and

3.1.2 to identify in store, in a way which is visible to customers, those members of staff who satisfy the criteria in paragraph 2 of Annex A by any or all of the following means of display, provided that the Licence Authority has first approved in writing each of the Authorised User’s proposed means of display, namely –

3.1.2.1 badges, featuring the Certification Marks and the term “Approved Adviser”, or

3.1.2.2 listing, at point of sale, the names of staff who satisfy the criteria in paragraph 2 of Annex A, or

3.1.2.4 such other means of display.

3.2 If, during the Term, the Authorised User wishes to add to those retail outlets and call centres covered by the Licence Agreement, the Authorised User shall enter the retail outlet or call centre on the database using the edit facility provided under the “Manage Licences” section of this digital logo website.

3.3 The Authorised User 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 Authorised User and the Authorised User will abide by these changes within a reasonable timescale.

3.4 The Authorised User shall not use the Certification Marks in television broadcasts without prior written authorisation of the Licensor.

3.5 The Authorised User 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 Authorised User warrants that he fully complies with each of the criteria at Annex A.

4.2 The Authorised User 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 provision of advice on digital switchover.

5. Compliance

5.1 The Authorised User's signatory, or such person as the Authorised User may notify in writing to the Licensor, shall be responsible for ensuring compliance by the Authorised User 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 Authorised User to provide suitable evidence that the provision of advice on digital switchover fully complies with each of the criteria at Annex A and the Authorised User shall comply promptly with any such request.

5.3 If notified by the Licence Authority of instances of non-compliance, the Authorised User 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 retail outlets from the Licence Agreement, or terminate the Licence Agreement.

5.4 The Authorised User 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 Authorised Users and the information in the application forms, including addresses of those specific retail outlets and telephone numbers of those specific call centres which fully comply with each of the criteria at Annex A, 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 Authorised User shall comply, within a reasonable timescale, with any such regulations filed with the Registrar of Trade Marks.

5.6 The Authorised User shall be responsible for any liability arising out of a breach by the Authorised User 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 Authorised User in writing. No compensation shall be payable to the Authorised User in respect of such termination.

6.2 The Authorised User 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 Authorised User must cease any further use of the Certification Marks within three (3) 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 Authorised User, the Authorised User must immediately cease use of the Certification Marks.

7. Sub-licensing and Assignment

7.1 The Authorised User 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, and any other licence the Authorised User has to use the Certification Mark, 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.

Signed:

A handwritten signature in black ink, appearing to read "J. M. Hyman". The signature is written in a cursive style with a large initial "J" and "M".

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

Annex A

CRITERIA TO USE CERTIFICATION MARKS FOR PROVISION OF ADVICE ON DIGITAL SWITCHOVER

1. To provide advice on digital switchover in a retail outlet or from a call centre, the Authorised User must ensure that-

1.1 the retail outlet or call centre supplies at least one product or digital service package (e.g. satellite or cable service) which –

- has been registered as meeting the standards set by the Scheme,
- displays the Certification Marks, and
- is supplied through assisted sales (i.e. non self-service).

1.2 he makes available, at point of sale, accurate, impartial and reliable information about digital switchover. Where the Authorised User provides written information at point of sale, or in the case of a call centre where the Authorised User offers (in response to any queries about digital switchover) to send written information to the caller, he provides only such written information about digital switchover as the Licensor has approved in writing. In seeking approval for any artwork in relation to the Certification Marks included in any written information, the Authorised User undertakes to submit to the Licensor only artwork obtained from the password protected area of the digital logo website (www.digitallogo.co.uk).

1.3 he delivers effective training to his staff on digital switchover and either:

- deploys the digital switchover module provided by the Licence Authority into staff training, or
- obtains the prior written approval of the Licence Authority to all material on digital switchover he proposes to incorporate into staff training; and

1.4 accurate, impartial and reliable information on digital switchover is delivered at staff training.

2. The Authorised User must ensure that those members of staff identified as fully trained and qualified digital advisers in his retail outlet, and all call centre operators, have -

2.1 undertaken a staff training package which includes all the approved information on digital switchover and complies with subparagraphs 1.3 and 1.4 above;

2.2 attained a good level of knowledge about digital switchover, covering at least the following aspects:

- What switchover means to consumers;

- When switchover is happening locally;
- What options are available to consumers both at the time of enquiry and following switchover, if the latter has not occurred at the time of enquiry;
- Specific advice about equipment, namely:
 - Primary TV sets,
 - Secondary TV sets, and
 - Recording equipment;
- Specific advice about services, namely:
 - Free and pay TV options,
 - Reception and help with aerial upgrades, and
 - Services designed for those people with special needs; and
- Where to seek further help and advice about switchover; and

2.3 passed a test, judged through one of the following methods, provided such method has been approved in writing by the Licence Authority, namely:

- an on-line test administered by the retailer, with questions approved by the Licence Authority, or
- a training and assessment mechanism administered directly by the Licence Authority), or
- such other method.

3. The Authorised User must ensure that sufficient numbers of retail staff involved in television sales are trained and qualified in accordance with paragraph 2 above so that at least one member of staff (who meets the criteria in paragraph 2 above) is always available in-store to advise customers. In the case of call centres, the Authorised User must ensure that all operators are trained and qualified in accordance with paragraph 2.