



1.2 If, during the Term, the Licensee wishes to add a product to those covered by this Licence Agreement, the Licensee shall enter the product on the database using the edit facility provided under the “Manage Licences” section of this digital logo website ([www.digitallogo.co.uk](http://www.digitallogo.co.uk)).

1.3 In this Licence Agreement,

“**Commencement Date**” means the day on which the Licensee clicked the box indicating “On behalf of the Licensee, I confirm agreement to the terms and conditions of this Licence Agreement”.

“**Products**” means the products:

- (1) referred to in clauses 1.1 and 1.2 of this Licence Agreement; and
- (2) such products as the Licensee has previously registered under the digital switchover Certification Mark Scheme and which are currently registered on the Licensor’s database kept in accordance with clause 5.4 of this Licence Agreement;

“**Certification Mark Brand Guidelines**” means such branding guidelines (relating to the use under this Licence Agreement of the Certification Marks as certification marks for Products) as are set out on this digital logo website 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 Commencement Date, 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 product packaging) and on websites produced or maintained on behalf of the Licensee solely in relation to the Products.

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

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

3.4 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 Products fully comply with the relevant product criteria at Annex A.

4.2 The Licensee shall provide the Licensor, at the request of either the Licensor or the Licence Authority, evidence to support this warranty.

4.3 The Licensee warrants that it has obtained all necessary authorisations from third parties to enter into this Licence Agreement and to use the Certification Marks in relation to the Products. In particular, where a Licensee seeks to use the Certification Marks in relation to a product it has not manufactured, it warrants that it has written consent from the manufacturer agreeing to the Licensee entering into this Licence Agreement to use the Certification Marks in relation to the product, and shall produce a copy of such consent if so requested by the Licence Authority.

#### **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 Random testing of the Products will take place periodically on behalf of the Proprietor and the Licensee may be required, by written request, to provide suitable evidence that the Products fully comply with the relevant product criteria at Annex A. The Licensee agrees to any such testing and to accede to 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 Products 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 model names and model numbers of the Products and the names and the addresses of Licensees, 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 3 [three] months and after a reasonable period replace or amend any materials 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 service packages, 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.

Signed:

A handwritten signature in grey 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.

## PRODUCT-SPECIFIC CRITERIA TO USE CERTIFICATION MARKS

This Part provides the product-specific criteria that need to be met for a product to be certified by the digital switchover Certification Marks. These criteria exist for each of the following products:

- digital receivers
- digital recorders
- aerials, and
- coaxial cables.

### **Digital receivers:**

Must be capable of:

- Accessing the digital replacements of all analogue services being withdrawn at switchover (BBC1, BBC2, Channel 3, Channel 4/S4C, Five and Teletext), including subtitling
- Handling widescreen and 4:3 picture changes, and
- Receiving and handling Service Information.

Digital receivers designed to provide access to digital terrestrial television must in addition meet the Department for Business, Innovation and Skills quality benchmark for digital receivers and digital recorders, as set out on the [Digital Switchover Logo website](#).

### **Digital recorders:**

Must be capable of:

- Accessing all the digital replacements of all analogue services being withdrawn at switchover (BBC1, BBC2, ITV/Channel 3, Channel 4, S4C, Five and Teletext).

Digital recorders designed to be used to record digital terrestrial television must in addition meet the Department for Business, Innovation and Skills quality benchmark for digital receivers and digital recorders, as set out on the [Digital Switchover Logo website](#).

### **Aerials:**

Must meet the Confederation of Aerial Industries quality benchmark.

### **Coaxial cable:**

Must meet the Confederation of Aerial Industries quality benchmark.