

Digital Switchover Certification Mark Licence for Promotional Use

The Secretary of State for Business, Innovation and Skills ("**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 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 AEA ("**the Licence Authority**") to administer the Scheme on their behalf.

The Rules set out in Annex A, the list of retail outlets 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 the Met Building, 22 Percy Street, London W1T 2BU) ("**the Licensor**") and

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("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 in the United Kingdom solely to promote the digital switchover Certification Mark Scheme in accordance with the Rules for Promotional Use set out in Annex A.

1.2 Where the Licensee is a retailer, the Licensee shall use the Certification Marks only at such outlets and websites and in such catalogues as are listed in the application forms.

2. Term

This Licence Agreement shall continue, unless terminated earlier by either party in accordance with the terms and conditions of this Licence Agreement (“**the Term**”).

3. Interpretation

3.1 In this Licence Agreement:

- 3.1.1 references to the words “get set for” include equivalent wording in Welsh;
- 3.1.2 words denoting the singular shall include the plural and vice versa; and
- 3.1.3 the words “**Promotional Brand Guidelines**” mean such branding guidelines (relating to the promotional use of the Certification Marks under this Licence Agreement) 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.

4. Use

4.1 The Licensee acknowledges that the Proprietor is the owner of all rights, title and interest in the Certification Marks and the goodwill associated with them and symbolized by them. Accordingly, the benefit of all use of the Certification Marks and any goodwill accrued as a result of the Licensee’s promotional activities in connection with the Certification Marks shall accrue to the Proprietor.

4.2 The Licensee shall at all times preserve, promote and not undermine the goodwill, reputation and integrity of the Certification Marks, the Scheme, the Licensor and the Proprietor.

4.3 The Licensee shall not use the Certification Marks in any way which would tend to allow them to lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the Scheme, the Licensor or the Proprietor.

4.4 The Licensee shall not use the Certification Marks in a way that could be reasonably seen to be an attempt to mislead the consumer into thinking a product or service has been registered as meeting the standards set by the Scheme if such product or service has not been so registered.

4.5 The Licensee shall not use the Certification Marks in such manner as may suggest that either the Licensor or the Proprietor is the manufacturer, producer, distributor or retailer of digital television equipment or digital television service packages.

4.6 In promoting the Scheme, the Licensee shall not, other than as expressly provided in writing by the Licensor or the Proprietor, make use of the Licensor's or Proprietor's name or any intellectual property rights.

4.7 The Licensee shall not adopt or use any trade mark, sign, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of the Certification Marks, or unfairly competes with the Certification Marks.

4.8 Where the Licensee also has an Authorised User Licence for digital TV equipment or digital TV service packages or both, the Licensee shall keep distinct use of the Certification Marks as a certification mark (to distinguish goods and services which are certified from those which are not) and use of the Certification Marks to promote the Scheme.

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 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 terminate the Licence Agreement.

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

5.3.1 keep a database containing the names and the addresses of Licensees, and where the Licensee is a retailer, details of such outlets, websites and catalogues as are listed in the application forms; and

5.3.2 may make such information available to the public.

5.4 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 Authorised User Licence for digital TV equipment contains the whole agreement between the parties in relation to the use of the Certification Marks.

10. Notices

10.1 Any notice given under this Licence Agreement shall be in writing and if sent to the Licence Authority shall be by email to the address at digital.logo@aeat.co.uk and if sent to the Licensee shall be by email or post to the email or postal address provided by the Licensee in the application forms, or such other address as one party may advise the other in writing from time to time.

10.2 If sent to the correct point of contact, notice shall be deemed received if sent by -

10.2.1 email, on the day when the notice is first stored in the other party's email box; or

10.2.1 post, 3 [three] days after the date of posting;

provided that if deemed receipt occurs on a weekend or public holiday, the notice shall be deemed to have been received on the next business day.

11. 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

RULES FOR PROMOTIONAL USE

1. Only the Licensor may decide:
 - 1.1 how the Certification Marks may be represented, and
 - 1.2 what matter of any description may be used in close association with the Certification Marks and in what relationship.
2. The Licensee shall not change any aspect of the Certification Marks.
3. The Licensee shall comply with the Promotional Brand Guidelines, unless otherwise agreed with the Licensor. The Licensor may amend the Promotional 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.
4. The Licensee may use the Certification Marks only to:
 - 4.1 inform consumers (in print-materials, on websites and on-air) about products or services that have been registered as fully complying with the standards set by the Scheme; or
 - 4.2 educate consumers (in print-materials, on websites and on-air) on what to look for when considering the range of options to prepare for digital switchover; or
 - 4.3 promote the digital switchover Certification Mark Scheme (in print-materials, on websites and on-air) by displaying the Certification Marks after the words “get set for”, or its equivalent Welsh version.
5. The Licensee shall not use the words “get set for” immediately before the Certification Marks in a way that could mislead the consumer into thinking that products or services have been registered as fully complying with standards set by the Scheme if such products or services have not been so registered.
6. If the Licensee supplies digital television equipment to an organisation or to a consumer, the Licensee may use the words “get set for” immediately before the Certification Marks only if they supply at least one product that has been registered as meeting the standards set by the Scheme and which displays the digital switchover Certification Mark. Only under these circumstances may the Licensee use the words “get set for” immediately before the Certification Marks in association with the words “Stockist of certified digital television equipment”.

7. If the Licensee supplies digital television equipment to an organisation or to a consumer but does not have an Authorised User Licence for Approved Digital Adviser services, the Licensee shall not use the Certification Marks in a way that could mislead an organisation or consumer into believing that the Licensee had met the criteria for Approved Digital Adviser services.

8. If the Licensee provides digital television service packages to a consumer without an Authorised User Licence for digital television service packages, the Licensee may use the words “get set for” immediately before the Certification Marks only if they provide text which clearly explains to consumers in what respect the digital television service packages do not meet the standards set by the Scheme.

9. A Licensee who provides digital television aerial installer services to a consumer may use the words “get set for” immediately before the Certification Marks in relation to those services only if it has been granted an Authorised User Licence Agreement for digital television aerial installer services by the Registered Digital Installer Licensing Body (whose registered office address is Coney Green Business Centre, Wingfield View, Clay Cross S45 9JW).