

## **REGULATIONS**

(Made under section 50 and Schedule 2 para. 6 of the Trade Marks Act 1994)

### **GOVERNING USE OF CERTIFICATION MARK NOS 2367775 and 2367776 REGISTERED IN THE NAME OF THE SECRETARY OF STATE FOR TRADE AND INDUSTRY FOR CLASSES 9, 16, 35, 37, 38, 41 AND 42.**

#### **1. DEFINITIONS**

1.1 For the purposes of these Regulations:

**“Applicant”** means a natural or legal person applying to use the Certification Marks under an Authorised User Licence;

**“Approved Digital Adviser”** means an Authorised User with an Approved Digital Adviser Authorised User Licence;

**“Authorised User”** means a natural or legal person authorised to use the Certification Marks under an Authorised User Licence;

**“Authorised User Licence”** means the respective agreement, specimens of which are set out in the Digital Switchover Logo Website and the RDI-LB Website, between the Licensee and the Authorised User authorising the Authorised User to use the Certification Marks;

**“Brand Guidelines”** means the guidelines showing how the Certification Marks may be displayed and which are set out in Schedule 1;

**“Certification Marks”** means the marks registered as Nos. 2367775 and 2367776 consisting of two integrated elements: a word mark “Digital” or “Digidol” and an illustration of a box which contains a tick;

**“Digital Switchover”** means the process of switching to digital television and the cessation of analogue terrestrial television transmission services;

**“Digital Switchover Logo Website”** means the website located at [www.digitallogo.co.uk](http://www.digitallogo.co.uk)

**“Licensee”** means the respective company appointed by the Secretary of State to operate the Scheme and RDI Scheme and includes such company’s duly authorised representatives, including any subcontractor or agent approved by the Secretary of State, and in relation to the operation of the:

- (a) Scheme, refers to Digital UK Limited (Company registration number 5422613) whose registered office is at 22 Percy Street, London W1T 2BU (“**Digital UK**”); and
- (b) RDI Scheme, refers to the Registered Digital Installer Licensing Body Community Interest Company (Company registration number 5601094) whose registered office is at Coney Green Business Centre, Wingfield View, Clay Cross, Chesterfield S45 9JW (“**RDI-LB**”);

“**Products**” means any or all of the products defined in Part I of Schedule 2;

“**RDI-LB Website**” means the website located at [www.rdi-lb.tv](http://www.rdi-lb.tv)

“**RDI Scheme**” means the Scheme as it relates to registered digital television aerial installers, companies using registered digital television aerial installers and providers of training to digital television aerial installers;

“**Regulations**” means these regulations, including its schedules;

“**Scheme**” means the digital switchover certification mark scheme, the purpose of which is to enable consumers to identify in the Territory:

- (a) equipment and services which are designed to work through Digital Switchover, and
- (b) accurate, impartial, and reliable sources of advice about Digital Switchover;

“**Scheme Criteria**” means the characteristics of the Scheme certified by the Secretary of State and set out in regulation 10;

“**Secretary of State**” means the Secretary of State for Trade and Industry of 1 Victoria Street, London, SW1H 0ET, acting through the Department of Trade and Industry;

“**Services**” means any or all of the services defined in Part II of Schedule 2; and

“**Territory**” means the United Kingdom (namely Great Britain and Northern Ireland) and the Isle of Man.

1.2 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

1.3 Where the context allows, references to the singular include the plural and vice versa.

- 1.4 References to the masculine gender include the feminine and neuter and vice versa.
- 1.5 References to schedules are to schedules to these Regulations and references to numbered regulations are to regulations so numbered in these Regulations.
- 1.6 In the Schedules, references to numbered paragraphs and subparagraphs are to paragraphs and subparagraphs so numbered in that part of the Schedule.

## **2. SCOPE OF SCHEME**

- 2.1 The purpose of the Scheme is to identify sources of accurate, impartial and reliable advice about digital switchover and to certify Products and Services which are designed to work through digital switchover in the Territory.
- 2.2 The Scheme is voluntary and is open, without discrimination, to any Person who manufactures the Products or provides the Services.
- 2.3 Any Applicant:
  - 2.3.1 whose Products or Services meet or exceed the Scheme Criteria, and
  - 2.3.2 who undertakes to comply with these Regulations,shall be entitled to an Authorised User Licence.

## **3. PROPRIETORSHIP**

- 3.1 The Secretary of State owns the Certification Marks.
- 3.2 The Secretary of State has granted a licence to each of the Licensees to use the Certification Marks to operate the Scheme and has power to renew or terminate the licence in accordance with the terms of the respective licences.
- 3.3 The Secretary of State has granted the Licensees the right to enter into Authorised User Licences and the power to ensure compliance with the Authorised User Licences and these Regulations in operating the Scheme.
- 3.3 No one may use the Certification Marks as part of the Scheme or RDI Scheme unless he has been granted an Authorised User Licence by a Licensee and complies with these Regulations.

## **4. REGISTER**

4.1 A register shall be kept by the Licensee and shall be available for public inspection on the Digital Switchover Logo Website or the RDI-LB Website.

4.2 The register shall contain the names and addresses of Authorised Users and in the case of Approved Digital Advisers, the addresses of retail outlets.

## **5. PRODUCTS AND SERVICES IN RELATION TO WHICH THE CERTIFICATION MARK MAY BE USED**

An Authorised User may use the Certification Marks in relation to the respective Products and Services in accordance with these Regulations and the relevant Authorised User Licence.

## **6. APPLICATION FOR AND GRANT OF LICENCES**

6.1 An Applicant for an Authorised User Licence shall apply for a Licence in accordance with the procedure set out in the Digital Switchover Logo Website or the RDI-LB Website as appropriate.

6.2 When the Licensee is satisfied that an Applicant meets or exceeds the relevant Scheme Criteria, the Licensee shall grant the relevant Authorised Licence in accordance with the procedure set out in the Digital Logo Website or the RDI-LB Website as appropriate.

## **7. DURATION AND RENEWAL OF LICENCES**

7.1 An Authorised User Licence shall continue in force for the duration provided for in the Authorised User Licence, unless terminated earlier in accordance with the provisions of the Authorised User Licence or these Regulations.

7.2 To renew his Authorised User Licence, an Authorised User must follow the procedure set out in the Digital Switchover Logo Website or the RDI-LB Website as appropriate.

7.3 The Licensee may refuse to renew the Licence if the Applicant is in breach of these Regulations or his Licence and has not remedied such breach.

## **8. FEES**

The Authorised User of a Registered Digital Installers Licence shall pay an annual fee of £85.00 + VAT.

## **9. DISPUTE RESOLUTION**

9.1 If the Licensee refuses to approve an application for an Authorised User Licence or withdraws an Authorised User Licence in the circumstances provided for in the respective Authorised User Licence or these Regulations, any dispute shall be resolved in accordance with the procedure set out:

9.1.1 where the Licensee is Digital UK, in Part I of Schedule 3;  
and

9.1.2 where the Licensee is RDI-LB, in Part II of Schedule 3.

## **10. CHARACTERISTICS CERTIFIED BY THE MARKS**

10.1 The characteristics certified by the Certification Marks as regards Digital Switchover compliance for:

10.1.1 equipment designed to receive or record or both receive and record Digital Terrestrial Television (DTT) broadcasts; and

10.1.2 equipment and systems designed to receive or record or both receive and record digital satellite, digital cable or DSL/Broadband television broadcasts; and

10.1.3 DTT aerial systems, components and equipment (including antenna and coaxial cable and any future products subject to benchmark testing by the Confederation of Aerial Industries)

are those set out in Part I of Schedule 4.

10.2 The characteristics certified by the Certification Marks as regards Digital Switchover compliance for digital television service packages are those set out in Part II of Schedule 4.

10.3 The characteristics certified by the Certification Marks as regards Digital Switchover compliance for the provision of advice on digital switchover are those set out in Part III of Schedule 4.

10.4 The characteristics certified by the Certification Marks as regards Digital Switchover compliance for provision of a service as a registered digital television aerial installer are those set out as regards:

10.4.1 a company, in Part IV of Schedule 4, and

10.4.2 an individual trader, in Part V of Schedule 4.

- 10.5 The characteristics certified by the Certification Marks as regards Digital Switchover compliance for provision of training to registered digital television aerial and in-home installers are those set out in Part VI of Schedule 4.
- 10.6 The characteristics certified by the Certification Marks as regards Digital Switchover compliance for provision of a service as a registered digital television in-home installer are those set out as regards:
  - 10.6.1 a company, in Part VII of Schedule 4, and
  - 10.6.2 an individual trader, in Part VIII of Schedule 4.

## **11. CONDITIONS FOR USE OF THE CERTIFICATION MARKS**

- 11.1 The Authorised User shall:
  - 11.1.1 use the Certification Marks only for the Products and Services to which the Authorised User Licence relates and which comply with the Scheme Criteria;
  - 11.1.2 comply with the Brand Guidelines as may be amended by the Secretary of State from time to time;
  - 11.1.3 not omit part of, or make any additions or alterations to, the Certification Marks;
  - 11.1.4 not use the Certification Marks in a manner which is deceptive or which would bring them into disrepute or which is likely to prejudice their legal protection or validity;
  - 11.1.5 not sub-licence, assign or in any other way transfer its rights or obligations under the Authorised User Licence;
  - 11.1.6 use the Certification Marks only in the Territory;
  - 11.1.7 not use the Certification Marks in any communications or publicity materials, directed primarily to the market in the Territory, without indicating that the marks are Certification Marks; and
  - 11.1.8 market and advertise the Products and Services and manufacture, distribute and sell the Products and supply the Services in strict compliance with the rights of any third party and all applicable laws, codes of practice, standards and regulations in effect in the Territory.

## **12. SUPERVISION AND CONTROL**

- 12.1 The Licensee shall investigate complaints by members of the public and shall conduct regular monitoring activities, so far as reasonably practicable, in accordance with the provisions of Part III of Schedule 5, to ensure compliance by Authorised Users and others with the Scheme Criteria, the Authorised User Licence and these Regulations.
- 12.2 The Licensee may notify the Authorised User in writing of any allegations of non-compliance with the Scheme Criteria, the Authorised User Licence or these Regulations.
- 12.3 The Licensee shall notify the Authorised User in writing of any instances of non-compliance (with the Scheme Criteria, the Authorised User Licence or these Regulations) revealed as a result of compliance monitoring activities or other investigations and may make written recommendations for compliance.
- 12.4 The Licensee shall investigate and deal with any instances of non-compliance in accordance with the compliance monitoring procedures set out in Part I of Schedule 5.
- 12.5 To enable the Licensee to ensure compliance by the Authorised User with the Scheme Criteria, the Authorised User Licence and these Regulations, the Authorised User shall comply with such reasonable requests as the Licensee may make in exercise of its powers of control and inspection set out in Schedule 5.

## **13. TERMINATION OF AUTHORISED USER LICENCES**

- 13.1 Without prejudice to the powers of the Licensee in the Authorised User Licence to terminate the Licence, the Licensee or the Secretary of State may terminate the Authorised User Licence by written notice if the Authorised User fails to:
  - 13.1.1 comply with or commits any breach of these Regulations or the Authorised User Licence, and
  - 13.1.2 where written notice has been given, fails to make good or remedy such omission or breach within a reasonable time specified.
- 13.2 The Licensee or the Secretary of State may terminate the Licence by written notice with immediate effect at any time if the Authorised User commits a breach of any of the terms and conditions of the Authorised User Licence or these Regulations and does not remedy such a breach (if capable of remedy) within thirty (30) days after receiving written notice from the Licensee or Secretary of State to do so.

- 13.3 The Authorised User shall notify the Licensee in writing immediately upon the occurrence of any of the following events:
- 13.3.1 where the Authorised User is an individual, if a petition is presented for the Authorised User's bankruptcy, or the Authorised User makes any composition or arrangement with or for the benefit of creditors or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Authorised User's affairs; or
  - 13.3.2 where the Authorised User is a firm or a number of natural or legal persons acting together, if any event in regulation 13.3.1 occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Authorised User to be wound up as an unregistered company; or
  - 13.3.3 where the Authorised User is a company, if the Authorised User enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of the Authorised User's property under the terms of a floating charge; or
  - 13.3.4 the Authorised User undergoes a change of control, where "control" has the meaning given in section 840 of the Income and Corporation Taxes Act 1988, as set out in Schedule 6.
- 13.4 On receipt of the notice under regulation 13.3 or earlier discovery by the Licensee of the occurrence of any of the events described in regulation 13.3 the Licensee or the Secretary of State may, by notice to the Authorised User, terminate this Agreement with immediate effect without prejudice to any right of action or remedy which may accrue to the Licensee or the Secretary of State subsequently.
- 13.5 The Licensee's or Secretary of State's right under regulation 13.4 to terminate the Authorised User Licence, on receipt of a notice under regulation 13.3, subsists for a period of six (6) months from and including the date of receipt of the notice.
- 13.6 If at any time the Licensee or the Secretary of State shall cease to have the right to grant an Authorised User Licence of the Certification Marks or any part of them, the Licensee or the Secretary of State may terminate the Authorised User Licence or the Scheme or both with immediate effect by giving notice to the Authorised User. The Authorised User shall have no claim against

the Licensee or the Secretary of State in respect of such termination.

#### **14. CONSEQUENCES OF TERMINATION**

14.1 On termination, within such period of time as may be agreed, the Authorised User shall cease using the Certification Marks in any form (including electronic) and shall (at the option of either the Secretary of State or the Licensee) destroy or return to the Licensee all material, in the Authorised User's possession or control, bearing the Certification Marks which have been produced by the Authorised User or provided by the Licensee.

14.2 Termination of the Authorised User Licence for whatever reason shall not affect the accrued rights of the Secretary of State or the Licensee arising in any way out of the Authorised User Licence as at the date of termination and in particular but without limitation the right to recover damages.

14.3 All provisions of the Authorised User Licence which in order to give effect to their meaning need to survive its termination shall remain in full force and effect after termination.

#### **15. PROCEDURES FOR RESOLVING DISPUTES WITH THIRD PARTIES**

15.1 The Authorised User must promptly bring to the attention of the Licensee use of any part of the Certification Marks by any third party or any activity of any third party which might in the Authorised User's opinion amount to infringement or passing off.

15.2 The Authorised User must not bring proceedings relating to any infringement of the Certification Marks and any decision to bring or defend any proceedings (whether for infringement or otherwise) in relation to the Certification Marks is at the Licensee's or Secretary of State's discretion.

15.3 If required to do so by the Licensee, the Authorised User shall cooperate fully with the Licensee in any infringement proceedings.

#### **16. POWER TO AMEND**

16.1 Subject to the consent of the Registrar of Trade Marks, the Secretary of State may alter these Regulations or make new regulations, upon written notice of one calendar month to the Authorised User of such alteration or new regulation.

16.2 An amendment of these Regulations is not effective unless and until the amended regulations are filed and accepted by the Registrar of Trade Marks.

## 17. GIVING OF NOTICE

17.1 Any notice given under the Authorised User Licence or these Regulations shall be in writing and if sent to -

- 17.1.1 Digital UK shall be by email to the address at [digital.logo@aeat.co.uk](mailto:digital.logo@aeat.co.uk), or
- 17.1.2 RDI-LB shall be by email to the address at [www.rdi-lb.tv](http://www.rdi-lb.tv), or
- 17.1.3 the Authorised User shall be delivered by hand, first class recorded postal delivery, facsimile or email transmission to the email or postal address or facsimile number provided by the Authorised User with his application, or

such other address (including email addresses and facsimile number) as one party may advise the other in writing from time to time.

17.2 If sent to the correct point of contact, notice given by -

- 17.2.1 hand shall be effective immediately,
- 17.2.2 recorded postal delivery shall be effective two (2) working days after the date of posting,
- 17.2.3 facsimile transmission shall be effective the working day after receipt by the notifying party of a transmission slip showing that the transmission has succeeded, and
- 17.2.4 email shall be deemed to have been made on the day in which the communication is first stored in the receiving party's electronic mailbox,

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.

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**SCHEDULE 1**

(regulation 1)

**BRAND GUIDELINES**

**Part I  
Guide for Registered Installer Use**

[see [www.rdi-lb.tv](http://www.rdi-lb.tv)]

**SCHEDULE 1**

(regulation 1)

**BRAND GUIDELINES**

**Part 2**

**Guide for use by Registered Digital Installer Training Providers**

[see [www.rdi-lb.tv](http://www.rdi-lb.tv)]

**SCHEDULE 1**

(regulation 1)

**BRAND GUIDELINES**

**Part 3**

**Guide for Approved Product and Service use**

see [Guide for Approved Product and Service use](#) as PDF

## **SCHEDULE 1**

(regulation 1)

### **BRAND GUIDELINES**

#### **Part 4**

**Guide for use with Approved Digital Advisor Scheme**

see [Approved Digital Advisor Scheme](#) as PDF

## **SCHEDULE 2**

(regulation 1)

### **Part I**

#### **PRODUCTS**

“Products” means those specified in Application Nos 2367775 and 2367776 and appearing in:

Class 09, apparatus for recording, transmission or reproduction of sound or images, magnetic data carriers, recording discs, telecommunications apparatus, namely, digital receivers; digital recorders; scart leads; digital communications cables, plugs and sockets; television and satellite splitters; aerials; aerial amplifiers and filters; coaxial cable; digital signal distribution units; downloadable electronic publications.

Class 16, printed matter, namely instructions being printed matter, instruction booklets, instruction leaflets and manuals

### **Part II**

#### **SERVICES**

“Services” means those specified in Application Nos 2367775 and 2367776 and appearing in:

(1) Class 35, namely customer complaints services, liaison services with customer representative groups; management of telephone call centres for others; consultancy, advisory and information services all relating to the aforesaid services.

(2) Class 37 namely, installation and maintenance services, all in relation to digital telecommunications; information, consultancy and advisory services all relating to the aforesaid services.

(3) Class 38 namely, information, consultancy and advisory services, all relating to digital broadcasting and telecommunications services; telecommunication of information (including web pages), computer programs and any other data.

(4) Class 41, namely education services; information relating to education and training; arranging and conducting conferences, seminars and exhibitions; providing on-line electronic publications; production of films, video and television programmes.

And

(5) Class 42, namely professional advisory and consultancy services relating to digital television; provision of technical advice; technical studies; information, consultancy and advisory services, all relating to the aforesaid services; professional advisory and consultancy services all relating to quality management; provision of quality assurance services; quality control; quality assurance audit services; consumer protection services.

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### **SCHEDULE 3**

**(regulation 9)**

#### **RESOLUTION OF DISPUTES BETWEEN AUTHORISED USER AND LICENSEE**

##### **Part I**

##### **Disputes between Authorised User and Digital UK**

- I.1 Digital UK shall notify the Applicant or former Authorised User of his right to refer such dispute for determination by an appropriate expert.
- I.2 The expert shall be appointed by the Centre for Effective Dispute Resolution, act as an expert and not an arbitrator in reaching his decision, give his decision in writing and state the reasons for it, and be entitled to decide only on the issues referred to him and not on any other matters.
- I.3 The expert's decision shall be binding upon the Applicant or former Authorised User and Digital UK, save in the event of manifest error or fraud.
- I.4 The cost of any reference to the expert (including his fees) shall be borne by the Applicant or former Authorised User in such proportion as the expert shall determine to be fair and reasonable in all circumstances.

##### **Part II**

##### **Disputes between Authorised User and RDI-LB**

- II.1 RDI-LB shall notify the Applicant or former Authorised User of his right to refer such dispute for determination by an appeal body.
- II.2 The appeal body shall comprise three people, two of whom are board members of the RDI-LB and one of whom is independent. The appeal body shall give its decision in writing and state the reasons for it, and be entitled to decide only on the issues referred to it and not on any other matters.

- II.3 The appeal body's decision shall be binding upon the Applicant or former Authorised User and the RDI-LB, save in the event of manifest error or fraud.
- II.4 The cost of any reference to the appeal body shall be borne by the Applicant or former Authorised User in such proportion as the appeal body shall determine to be fair and reasonable in all circumstances.

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## SCHEDULE 4

(regulation 10)

### CHARACTERISTICS CERTIFIED BY THE CERTIFICATION MARKS

#### PART I Equipment

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 of Trade and Industry quality benchmark for digital receivers and digital recorders.

#### **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 of Trade and Industry quality benchmark for digital receivers and digital recorders.

#### **Aerials:**

Must meet the Confederation of Aerial Industries quality benchmark.

#### **Coaxial cable:**

Must meet the Confederation of Aerial Industries quality benchmark.

## **Part II**

### **Digital TV Service Packages**

1. To qualify under the digital switchover Certification Mark scheme, digital Television Service 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
    - Channel 3
    - Channel 4
    - S4C
    - Five
    - Teletext, and
    - subtitling.
  
2. For the purpose this part of these Regulations:
  - 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”; and
  - “Television Service Packages” refer to those television packages listed in the relevant Authorised User Licence but do not include individual television channels or broadcast content.

**PART III**  
**Provision of Advice on Digital Switchover**

1. To provide advice on digital switchover in a retail outlet or from a call centre, the Approved Digital Adviser must ensure that-
  - 1.1 the retail outlet or call centre has 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 Approved Digital Adviser provides written information at point of sale, or in the case of a call centre, where the Approved Digital Adviser 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 Digital UK has approved in writing. In seeking approval for any artwork in relation to the Certification Marks included in any written information, the Approved Digital Adviser undertakes to submit to Digital UK only artwork obtained from the password protected area of the digital logo website ([www.digitallogo.co.uk](http://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 Digital UK into staff training, or
    - obtains the prior written approval of Digital UK 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 Approved Digital Adviser 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;

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 taken place 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 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 Digital UK, namely:

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

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

#### **PART IV**

### **Provision of Service as a Registered Digital Television Aerial Installer Company**

1. At the time of the application at least one in five installers who carry out unsupervised installations are licensed to use the Certification Mark as a Registered Digital Installer.

2. At the time of the application, all other installers are Associate Registered Digital Installers. All of the Associate Registered Digital Installers are enrolled, or intend to enrol and are registered by the RDI-LB on a waiting list for enrolment, in a training course to obtain a minimum Level 2 National Vocational Qualification (NVQ) in "Electrical and Electronic Servicing (Signal Reception Pathway)" within the National Qualifications Framework.
3. The Registered Digital Installer will act in a supervisory role in respect of those still working towards full accreditation and take responsibility for the work of the Associate Installers ensuring that they will perform to a standard of competence not less than that of a Registered Digital Installer.

#### **PART V**

#### **Provision of Service as a Registered Digital Television Aerial Installer (Individual)**

1. A registered digital television aerial installer must:
  - 1.1 have achieved a minimum Level 2 National Vocational Qualification (NVQ) in "Electrical and Electronic Servicing (Signal Reception Pathway)" within the National Qualifications Framework;
  - 1.2 provide evidence of satisfactory and appropriate public liability insurance; and
  - 1.3 have been judged by the RDI-LB, through having a Basic Disclosure, through Disclosure Scotland or other appropriate body, to be able to carry out the activities of an RDI in a way which will not bring the digital switchover Certification Mark scheme into disrepute.
2. For the purposes of Part V of this Schedule -

**“Basic Disclosure”** means a certificate issued by the Criminal Records Bureau giving details of an individual's unspent criminal convictions.

**“Disclosure Scotland”** means a certification issued by the Scottish Criminal Record Office giving details of an individual’s unspent criminal convictions.

#### **PART VI**

#### **Provision of Training to Registered Digital Television Aerial and In-Home Installers**

To be an “Approved Training Provider”, a provider of training to installers must:

1. show that it has achieved all the quality criteria required by an awarding body to offer, as an “Approved Centre” qualifications recognised as a part of the National Qualifications Framework by the Qualifications and Curriculum Authority; and
2. offer training and assessment leading to the following National Qualifications:
  - 2.1.1 Electrical and Electronic Servicing (Signal Reception or Consumer/Commercial Electronics Pathways) at either level 2 or 3 or both; and
  - 2.1.2 The equivalent Vocationally Related Qualification (VRQ) at level 2 or both. Please note that the VRQ is not recognised for the attainment of RDI status, nor on its own does it qualify an installer for RDI status.

#### **PART VII**

#### **Provision of Service as a Registered Digital Television In-Home Installer Company**

1. At the time of the application at least one in five home installers who carry out unsupervised home installations are licensed to use the Certification Mark as a Registered Digital Installer.
2. At the time of the application, all other home installers are Associate Registered Digital Installers. All of the Associate Registered Digital Installers are enrolled, or intend to enrol and are registered by the RDI-LB on a waiting list for enrolment, in a training course to obtain a minimum Level 2 National Vocational Qualification (NVQ) in "Electrical and Electronic Servicing (Consumer/Commercial Electronics Pathway)" within the National Qualifications Framework.
3. The Registered Digital Installer will act in a supervisory role in respect of those still working towards full accreditation and take responsibility for the work of the Associate Installers ensuring that they will perform to a standard of competence not less than that of a Registered Digital Installer.
4. Where aerial installation services are provided in addition to TV installations within the home, a Registered Digital TV Aerial Installer Company Authorised User Licence must also be held.

#### **PART VIII**

#### **Provision of Service as a Registered Digital Television In-Home Installer (Individual)**

1. A registered digital television in-home installer must:

- 1.1 have achieved a minimum Level 2 National Vocational Qualification (NVQ) in "Electrical and Electronic Servicing (Consumer/Commercial Electronics Pathway)" within the National Qualifications Framework. The NVQ qualifications should include those elements relating to the installation of television receivers in premises;
  - 1.2 provide evidence of satisfactory and appropriate public liability insurance; and
  - 1.3 have been judged by the RDI-LB, through having a Basic Disclosure, through Disclosure Scotland or other appropriate body, to be able to carry out the activities of an RDI in a way which will not bring the digital switchover Certification Mark scheme into disrepute.
2. Where aerial installation services are provided in addition to TV installations within the home, a Registered Digital TV Aerial Installer Company Authorised User Licence must also be held.
  3. For the purposes of Part VIII of this Schedule -  
“**Basic Disclosure**” means a certificate issued by the Criminal Records Bureau giving details of an individual's unspent criminal convictions.  
“**Disclosure Scotland**” means a certification issued by the Scottish Criminal Record Office giving details of an individual’s unspent criminal convictions.

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## **SCHEDULE 5**

(regulation 12)

### **Part I COMPLIANCE MONITORING PROCEDURE**

1. Where the Licensee notifies the Authorised User in writing of allegations or instances of non-compliance with the Scheme Criteria, the Authorised User Licence or these Regulations, with or without recommendations for compliance, the Authorised User shall investigate the situation and report to the Licensee in writing, within fourteen (14) days of the date of the notice, on the measures taken to ensure compliance.
2. If after a reasonable period the Authorised User fails to comply with the Scheme Criteria, the Licensee or the Secretary of State may (without prejudice to any other rights they may have) exercise any or all of the following powers, namely the power:
  - 2.1 to require the Certification Marks to be removed from non-compliant Products or not to be used in relation to non-compliant Services, as the case may be;
  - 2.2 to require the Authorised User to withdraw non-compliant Products from the market and either repurchase them, exchange them for compliant Products or refund the price paid for them as the case may be;
  - 2.3 to require the Authorised User to make good, at his own cost, any defective Services provided; and
  - 2.4 to exclude non-compliant Products and Services or sales outlets or websites, as the case may be, from the Authorised User Licence.
3. Where the Licensee or the Secretary of State exercises any of the powers in subparagraphs 2.1 to 2.4, the Authorised User shall comply as required within such timescales as may be imposed.
4. In addition to or as an alternative to exercising the powers in subparagraphs 2.1 to 2.4, the Licensee or the Secretary of State may terminate the Authorised User Licence.
5. To satisfy itself that the Authorised User is complying with the Scheme Criteria, the Licensee may inspect the marking of Products with the Certification Marks, the means and mode of display of Products and Services to prospective consumers, the quality of communications materials and all other matters relevant to the use of the Certification Marks in the presentation of Products and Services and their sale or supply to consumers.

6. Where the Licensee decides to exercise its right under paragraph 5, the Authorised User shall:
  - 6.1 permit the Licensee at all reasonable times to enter the Authorised User's premises where the Certification Marks are being used and to meet with staff and customers;
  - 6.2 make available to the Licensee all documents and records (including electronic) in the Authorised User's possession, custody or control relevant to the use of the Certification Marks;
  - 6.3 permit the Licensee to take copies of any or all of such documents or records; and
  - 6.4 provide the Licensee all such explanations, information, samples and evidence as the Licensee may require to be satisfied that the Authorised User is complying with the Scheme Criteria.
7. In using its powers of control and inspection, the Licensee shall use its reasonable endeavours to cause to the Authorised User no more inconvenience than is necessary to assure itself that all conditions are met for preserving the reputation of the Certification Marks and the validity of the registration.

**Part II**  
**CONDUCT OF COMPLIANCE MONITORING ACTIVITIES**

1. An Authorised User shall cooperate with the Licensee in the conduct of any of the compliance monitoring activities mentioned in Part III below.
2. Without prejudice to the generality of paragraph 1, the Authorised User agrees to permit the Licensee to carry out audits at the Authorised User's premises to ensure the Authorised User has the required documentation to prove compliance with the Scheme Criteria.
3. Where the Licensee seeks to carry out such audit by correspondence, the Authorised User agrees to send all necessary documentation to the Licensee.
4. Without prejudice to the generality of paragraph 1, the Authorised User agrees to permit the Licensee to carry out technical tests of Products in accordance with recognised industry testing parameters to assess performance and compatibility with digital signals.
5. The Licensee may request the Authorised User to carry out such technical tests and the Authorised User shall provide copies of such tests carried out by it or on its behalf to the Licensee on request.

6. Without prejudice to the generality of paragraph 1, an Approved Digital Adviser agrees to permit the Licensee to enter its premises, during usual business hours, to carry out mystery shopper checks, i.e. checks which will involve periodic, anonymous and unannounced visits to premises and informal meetings and conversations with staff and customers to assess display of the Products and provision of the Services and to report the results to the Department of Trade and Industry.

**Part III**  
**COMPLIANCE MONITORING – ACTIVITY PLAN**

1. The Licensee may conduct compliance monitoring activity, in accordance with such plan as it may from time to time establish, in respect of Authorised Users and others in such a way as to ensure an even spread of such activity over the year.
2. For each compliance monitoring exercise, it is planned to compile a summary report for the Department of Trade and Industry.

**Manufacturers**

3. In respect of Authorised Users with an Authorised User Licence for digital TV equipment, it is planned to -
  - 3.1 contact quarterly all such Authorised Users to ensure that their list of products is up-to-date; and
  - 3.2 maintain a facility on the website, [www.digitallogo.co.uk](http://www.digitallogo.co.uk) for members of the public to report non-compliance by manufacturers.
4. As part of each such quarterly exercise, it is planned to -
  - 4.1 first select five such Authorised Users;
  - 4.2 ask them to demonstrate that up to five of their products have been through the necessary test suites e.g. by production of relevant documentation and test certificates; and
  - 4.2 undertake with Intellect or DTG Testing Ltd, or both organisations, to identify the relevant documentation.

**Approved Digital Advisers**

5. In respect of Approved Digital Advisers, it is planned to conduct each year:
  - 5.1 a telephone exercise to assess the expertise of thirty Approved Digital Advisers;

- 5.2 a mystery shopping exercise; and
  - 5.3 four surveys of their catalogues and websites.
6. As part of the telephone exercise, it is planned to -
- 6.1 arrange for an interviewer posing as a customer to ask advisers (who have been identified as fully trained and qualified digital advisers and are based in the organisation of an Approved Digital Adviser) a list of questions (based on the Approved Digital Adviser training material);
  - 6.2 assess their level of competence in answering the questions; and
  - 6.3 inform the principal contact in the organisation in writing of the outcome of the interview.
7. As regards the surveys, it is planned:
- 7.1 that each survey will involve an audit of the catalogue and website or in question to compile a list of products in relation to which the Certification Marks have been used;
  - 7.2 to compare this list of products against the list of both approved and registered products to identify any misuse; and
  - 7.3 to check that the catalogue or website carries an appropriate explanation of what the Certification Marks mean and whether information about switchover is included.

**Aerial Installers**

8. It is planned to -
- 8.1 select thirty non-RDI accredited aerial installers at random from regional directories and mailing lists; and
  - 8.2 undertake an audit of their websites to identify if they are using the Certification Marks.

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**SCHEDULE 6**

(regulation 13.3.4 )

**1988**  
**c. 1**

**Income and Corporation Taxes Act 1988**

*Meaning of 'control' in certain contexts.*

**840.** For the purposes of, and subject to, the provisions of the Tax Acts which apply this section, 'control', in relation to a body corporate, means the power of a person to secure—

(a) by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate; or

(b) by virtue of any powers conferred by the articles of association or other document regulating that or any other body corporate,

that the affairs of the first-mentioned body corporate are conducted in accordance with the wishes of that person, and, in relation to a partnership, means the right to a share of more than one-half of the assets, or of more than one-half of the income, of the partnership.

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