

**digital switchover Certification Mark
Registered digital TV Aerial Installer
Authorised User Licence**

The Secretary of State for Trade and Industry ("**the Proprietor**") has applied to register the digital switchover Certification Marks ("**the Certification Marks**"), as represented in Application Numbers 2367775 and 2367776, to certify goods and services designed to help consumers through digital switchover.

The Secretary of State has appointed the Registered Digital Installer Licensing Body Community Interest Company ("**RDI-LB**") to operate, administer, supervise and promote the digital switchover Certification Mark scheme in relation to registered digital television aerial installers. RDI-LB is a Community Interest Company that has been established to advance the professional status and education of aerial installers throughout the United Kingdom.

The criteria at Annex A and the information provided to process the application at Annex B are integral parts of this licence agreement ("**Licence Agreement**") between RDI-LB Community Interest Company (Company Registration No. 5601094) whose registered office is at E-Space South 26 St Thomas Place, Cambridge Business Park, Ely, Cambs, CB7 4EX ("**the Licensor**") and

Name.....

**Trading
Address**.....

.....

.....

("the Authorised User").

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 a certification mark in the United Kingdom solely in relation to his provision of a service as a registered digital television aerial installer, provided he fully complies with the criteria set out in Annex A.

1.2 In this Licence Agreement:

“Brand Guidelines” means such branding guidelines relating to use of the Certification Marks under this Licence Agreement as may be issued by the Licensor (as 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 Licensor 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 Authorised User may use the Certification Marks on printed material (including point-of-sale materials) and on websites produced or maintained on behalf of the Authorised User solely in relation to the provision by the Authorised User of registered digital television aerial installation services.

3.2 The Authorised User agrees to abide by the Certification Mark Brand Guidelines whenever it uses the Certification Marks. The Licensor may amend the 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.

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

3.4 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 the relevant criteria at Annex A.

4.2 The Authorised User shall provide the Licensor, at the request of the Licensor, evidence to support this warranty.

4.3 The Authorised User warrants that he 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 his provision of registered digital television aerial installation services.

5. Compliance

5.1 The Authorised User shall be responsible for ensuring compliance 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 Authorised User may be required, by written request, to provide suitable evidence that he fully complies with the criteria at Annex A.

5.3 If notified by the Licensor instances of non-compliance, the Authorised User shall investigate the situation and report to the Licensor 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.

5.4 The Authorised User agrees that the Licensor may:

5.4.1 keep a database containing his name and business address 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 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 3 [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 Authorised User, the Authorised User must immediately cease use of the Certification Marks.

6.4 On termination of this Licence Agreement, the Authorised User shall continue to refrain from doing anything which might damage the reputation of the Certification Marks, the Proprietor or the digital switchover Certification mark scheme.

7. Sub-licensing and Assignment

7.1 The Authorised User shall not sub-licence, assign or in any other way transfer his 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 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 Authorised User agrees to abide by the terms and conditions for use of the Certification Marks in this Licence Agreement, the duly authorised representative of the Authorised User must return two signed copies of this Licence Agreement to "The Registered Digital Installer-Licensing Body, E-Space South, 26 St Thomas Place, Cambridge Business Park, Ely, Cambs, CB7 4EX. The Authorised User must ensure Annex B and the name 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 Authorised User.

For any queries regarding your Licence Agreement, please contact the Registered Digital Installer-Licensing Body by e-mail at info@rdi-lb.tv or telephone 0870 129 8015.

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

Signed:

Print Name: *[Applicant to complete]*

Position:*[Applicant to complete]*

Company:*[Applicant to complete]*

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Signed:*[Licensor to complete]*

Date:

Annex A

CRITERIA TO USE CERTIFICATION MARKS IN RELATION TO PROVISION OF SERVICE AS A REGISTERED DIGITAL TELEVISION AERIAL INSTALLER

A registered digital television aerial installer must:

1. have achieved a minimum Level 2 National Vocational Qualification (NVQ) in "Electrical and Electronic Servicing (Signal Reception Pathway)" within the National Qualifications Framework;
2. provide evidence of satisfactory and appropriate public liability insurance;
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.

Annex B

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

Authorised User's Name:

Authorised User's Trade Name (if different):

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Trading address:

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Signatory of application:

Address (if different from the above):

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Telephone(s):.....

e-mail(s):
