



Freely LCN Allocation Terms and Conditions

(3 October 2024)

1. Application for Allocation

- 1.1. Everyone TV Limited, a company incorporated in England and Wales (registered no. 05422613), whose registered office is at Triptych Bankside, 6th Floor, 185 Park Street, London, United Kingdom, SE1 9SH ("**Everyone TV**"), manages the Freely service (the "**Platform**").
- 1.2. These terms and conditions ("**Terms**") set out the terms upon which content providers wishing to maintain a channel on the Platform may apply for and be allocated a logical channel number ("**LCN**") within the electronic programme guide ("**EPG**") for the Platform by Everyone TV and which will apply to the management of the Platform. References in these Terms to the "parties" are to you, as a content provider, and Everyone TV.
- 1.3. By making an application to Everyone TV for allocation of an LCN in respect of a particular channel (the "**Channel**"), confirming your wish for the Channel to be included in the EPG for the Platform, or broadcasting the Channel using an LCN, you agree to be bound by these Terms in relation to such Channel. Everyone TV agrees to consider your application and, if the preconditions are met and such allocation is appropriate, to allocate an LCN on the Platform for the Channel (the "**Channel LCN**"), and to continue to allocate the Channel LCN subject to your compliance with these Terms. These Terms shall apply equally to all persons with a Channel having a Channel LCN allocated.
- 1.4. You hereby warrant that the information set out in your application for allocation is correct, accurate and complete in all respects.

2. Freely LCN Policy

- 2.1. Everyone TV has published its own policy on the allocation of LCNs on the Platform, which it may vary from time to time (the "**Freely LCN Policy**"). You hereby acknowledge and agree that you have read and understand Everyone TV's Freely LCN Policy, which is found here: [Freely LCN Policy](#). References in the Freely LCN Policy to the 'Everyone TV LCN Agreement' are references to the agreement formed by these Terms.
- 2.2. You acknowledge and agree that you have no right or entitlement to any particular LCN and that the initial allocation, continued allocation and cessation of allocation ("**vacation**") of LCNs shall be in line with the Freely LCN Policy.

3. Preconditions for Allocation

- 3.1. In order to be allocated a Channel LCN, you must first:
 - (a) have made an application for a Channel LCN in the format reasonably specified by Everyone TV (this will generally be by completing an application form);



- (b) have an agreement in place with a multiplex operator to secure the necessary capacity to make the Channel available on the Platform (a "**Carriage Agreement**") or, in the case of IP-only delivered Channels, have in place a Freely content provider agreement with Everyone TV ("**Freely Content Provider Agreement**");
- (c) hold a broadcasting licence (or equivalent authorisation) permitting the broadcast of the Channel on the Platform (a "Broadcast Licence") in relation to any DTT channel. For IP-only delivered channels, ensure that they adhere to the same standards as required from Ofcom-licensed Television Licensable Content Service (TLCS) channels (including compliance with the relevant Ofcom codes) and that either the Channel Provider or one of their affiliates under **Common control** (as defined in the LCN Policy) holds an Ofcom licence for a TV broadcast service (i.e. a TLCS, Digital TV Programme Service (DTPS) or Digital TV Additional Service (DTAS) licence). This said Ofcom-license does not have to be for the IP-only channel that will be on the Platform;
- (d) provide documentary evidence of points (b) and (c) above if requested to do so;
- (e) have in place a 'schedule provider agreement', detailing arrangements for providing EPG schedule data;
- (f) comply with the minimum broadcast hours per day or hours per week of audio-visual content via DTT, or as an IP-only delivered channel as specified in the Freely LCN Policy. For the avoidance of doubt, a static slate shall not count as audio-visual content for the purpose of this sub-clause; and
- (g) provide all such information as Everyone TV reasonably requests in order for Everyone TV properly to consider the allocation of a Channel LCN.

4. Your Principal Obligations

- 4.1. You shall maintain in place, and comply with the conditions of, all consents, clearances and licences required from third parties (including owners and licensees of intellectual property rights in any work incorporated in the Channel), governmental authorities and regulatory bodies and authorities, in each case in respect of the Channel or otherwise required for the purpose of the performance by you of your obligations hereunder (including all necessary music, mechanical transfer and performing rights clearances).
- 4.2. You further agree that you shall continue to maintain in place and comply with your Carriage Agreement, your Broadcast Licence, your Freely Content Provider Agreement and all other agreements and requirements as set out in Clause 3.1 and promptly notify Everyone TV if any of them expires (without simultaneous renewal) or terminates.
- 4.3. You agree to pay the annual fee within thirty (30) days of the date of invoice by Everyone TV as set out in the Freely Content Provider Agreement. Where a Content Provider launches on the Platform mid-way during a calendar year the LCN will be calculated on a pro rata basis as per the Everyone TV rate card in the Freely Content Provider Agreement.
- 4.4. If you have an existing Freesat EPG Agreement with Everyone TV Devices Limited (formerly Freesat UK Limited) (each a "**Freesat Agreement**") and continue to pay all fees under the Freesat Agreement until 31 December 2026 then you will be exempt from paying the LCN fee



for years 2024, 2025 and 2026 for the duplicated Content Provider Channel, subject to the terms of Schedule 5 (Charges) of your Freely Content Provider Agreement. The LCN fee shall become payable by Content Providers to Everyone TV on 1 January 2027. For the avoidance of doubt this exemption shall only apply where the Content Provider Channel is on both the Freely and Freesat Platforms.

- 4.5. If you only have DTT channel(s) and do not have an existing Freely Content Provider Agreement or a Freesat Agreement, you are not required to pay any fees to Everyone TV.
- 4.6. You agree to provide such information regarding the Channel as Everyone TV may reasonably require from time to time, which shall be used for the purposes of Channel LCN allocation.
- 4.7. You agree at all times to maintain legal liability and errors and omissions insurance with a reputable insurer on a claims made basis in an amount adequate to meet your potential liability pursuant to these Terms (and in any event not less than one million pounds sterling (£1,000,000) per claim or series of related claims). You agree to provide documentary evidence of such insurance upon request.
- 4.8. You agree to notify Everyone TV as soon as reasonably practicable if you intend permanently to cease transmission of the Channel on the Platform.

5. Allocation of Replacement LCNs

- 5.1. You shall give written notice to Everyone TV of any intended changes to the characteristics of the Channel or your original allocation application for the Channel LCN not less than six (6) weeks before the intended implementation of any such changes. This will allow Everyone TV to determine whether the changes require a replacement Channel LCN to be allocated, and allow time for the necessary application process should a replacement Channel LCN be so required.
- 5.2. If a replacement Channel LCN (whether in the same or a different genre) is required to be allocated pursuant to Clause 5.1, Everyone TV will use reasonable endeavours to notify you within fifteen (15) days of receipt of your notice. You may be required to submit further information in relation to changes to the Channel, which may include the completion of an application where a replacement Channel LCN is required.
- 5.3. If Everyone TV considers that the Channel has evolved into a new channel (except as permitted in paragraphs 110-112 of the Freely LCN Policy), it may notify you in writing in which case you must:
 - (a) respond within four (4) weeks after the date of the notice; and
 - (b) restore the Channel to the extent necessary to Everyone TV's satisfaction within twenty four (24) weeks of written notice,otherwise Everyone TV may vacate the Channel LCN, in which case a replacement LCN will be required.

6. Channel Content

- 6.1. You shall ensure that the content on the Channel (including any Metadata (as defined in Clause 8)):
- (a) is appropriate for viewing on the Platform at the time and in the manner that it is available for viewing;
 - (b) complies with all laws, regulations, rules and codes of practice in relation to the Channel content and your Broadcast Licence and if you are an IP-only delivered channel comply with Clause 3.1(c);
 - (c) does not infringe the rights of any person, including (but not limited to) rights of privacy, confidentiality or intellectual property rights; and
 - (d) does not constitute a criminal offence, contempt of court or breach of parliamentary privilege.
- 6.2. You acknowledge and agree that Everyone TV exercises no control over the content or Metadata (see Clause 8) of your Channel. You therefore hereby indemnify Everyone TV against any and all loss, damage and/or expense (including legal costs) suffered or incurred by Everyone TV arising out of or in connection with the content or Metadata of the Channel, with the exception of losses, damage or expenses to the extent they arise directly from Everyone TV's wilful misconduct. Everyone TV shall use its reasonable endeavours to avoid and mitigate such loss, damage and/or expense.
- 6.3. If any loss, damage and/or expense referred to in Clause 6.2 arises out of or is in connection with a claim brought by a third party, Everyone TV agrees to:
- (a) promptly notify you once it has become aware of the claim;
 - (b) not make any admission or offer of settlement without your prior consent;
 - (c) grant you control of the defence of the claim upon request provided that you:
 - i. act efficiently and without undue delay; and
 - ii. do not settle or in any way compromise the defence of the claim without Everyone TV's prior consent (not to be unreasonably withheld or delayed); and
 - (d) provide you with reasonable assistance (at your cost) in defending or settling the claim.

7. Geography

You acknowledge that where your Channel is specified to be restricted to a particular geographical region, Everyone TV may allocate the same LCN to other channels in other regions.

8. Metadata

8.1. You shall ensure that all service information and/or programme service data associated with the Channel provided to Everyone TV (by you or on your behalf) for identification and/or decoding purposes ("**Metadata**"):

(a) is "**Editorially Compliant**", which means that it:

- i. is correct and constantly updated where necessary to allow for schedule or content changes;
- ii. changes accurately at programme boundaries;
- iii. is comprehensive without any blank or null fields;
- iv. is provided in English (or the relevant local broadcast language) without spelling and/or grammatical errors; and
- v. contains no reference to any other television platforms (for the avoidance of doubt, this does not apply to the internet);

(b) meets the minimum technical requirements by being:

- i. presented in a technical format specified in the schedule interface specification and interface control document provided by Everyone TV (as updated from time to time), or otherwise specified by Everyone TV in its written instructions delivered with reasonable advance notice;
- ii. delivered using a system that is constantly available to support any updates required to ensure it is Editorially Compliant;
- iii. provided not less than 10 (ten) days prior to the initial transmission of the related programme (unless otherwise agreed);
- iv. presented to the input interface point identified by Everyone TV from time to time in its written instructions delivered with reasonable advance notice; and
- v. free from viruses, worms, 'Trojan horses' or any other destructive or contaminating elements; and

(c) is provided in accordance with Everyone TV's reasonable instructions giving reasonable advance notice.

8.2. You hereby grant to Everyone TV a royalty-free sub-licensable licence to use the Metadata to the extent necessary for the purposes of these Terms. You also consent to Everyone TV passing Metadata to YouView TV Limited and Everyone TV Platforms Limited for non-broadcast delivery to televisions, set-top boxes and online devices (such as mobile applications). Any intellectual property rights in the Metadata shall at all times remain your property.

9. Temporary Suspension

By you:

- 9.1. Everyone TV understands that from time to time you may need to suspend temporarily the broadcast of your Channel for up to twelve (12) weeks without wishing the Channel LCN to be vacated. You may do this provided you notify Everyone TV in writing before broadcast of the Channel is suspended and comply with paragraph 29 of the Freely LCN Policy. For the avoidance of doubt (and without limitation), the broadcast of an information screen (without access to content) or a 'slate' shall be deemed to constitute a suspension.
- 9.2. If your suspension exceeds twelve (12) weeks, then Everyone TV may vacate the Channel LCN and reallocate it to another channel. Alternatively, if requested to do so, Everyone TV may extend your permitted suspension period at its sole discretion.

By Everyone TV:

- 9.3. Everyone TV may temporarily suspend the Channel LCN if:
 - (a) a claim to which the indemnity at Clause 6.2 relates is made and Everyone TV considers that suspension is appropriate to mitigate the claim, until such time as the claim is settled, waived or otherwise dismissed;
 - (b) you are in material breach of these Terms and such breach is capable of remedy, until such time as the breach is remedied or the Channel LCN has been vacated; or
 - (c) it is unable reasonably to continue to allocate the Channel LCN due to any circumstance or event beyond its reasonable control ("**force majeure**").

10. LCN Vacation

- 10.1. Everyone TV may vacate the Channel LCN immediately, and shall notify you as soon as reasonably practicable of the reason for such vacation if:
 - (a) your Carriage Agreement and/or Freely Content Provider Agreement expire or terminate and do not coincide with the commencement of a replacement Carriage Agreement or Freely Content Provider Agreement, and you have not notified Everyone TV that the Channel is to be suspended under Clause 9.1;
 - (b) where you hold a Broadcast Licence and it is withdrawn or expires and is not renewed;
 - (c) Everyone TV is advised by a competent regulatory or governmental body that vacation is required or Everyone TV reasonably believes that the continued allocation of the Channel LCN may be inconsistent with any of the regulatory obligations imposed on Everyone TV;
 - (d) you are in irremediable material breach of these Terms;
 - (e) you are in material breach of these Terms and fail to remedy such breach within 14 (fourteen) days of receipt of written notice of such breach; or
 - (f) you suffer an Insolvency Event (as defined below).

Persistent breaches shall be deemed to be a material breach.

"Insolvency Event" means (i) passing a resolution for your winding up or a court of competent jurisdiction making an order for your winding up (other than for the purposes of a bona fide internal amalgamation or reorganisation); (ii) the making of an administrative order in relation to you or the appointment of a receiver over, or an encumbrancer taking possession of or selling, all or any material part of your assets; or (iii) your making an arrangement or composition with your creditors or making an application to a court of competent jurisdiction for protection from your creditors.

- 10.2. If Everyone TV is no longer reasonably able to continue allocation of the Channel LCN (for example, due to an event of force majeure), then it may vacate the Channel LCN by giving you not less than three (3) months' written notice provided always that Everyone TV shall only exercise this right in a fair, reasonable and non-discriminatory manner.
- 10.3. You may require Everyone TV to vacate the Channel LCN at any time by giving not less than one (1) month's advance written notice.
- 10.4. If a replacement LCN is required for the Channel (such as under Clause 5), then Everyone TV may vacate the Channel LCN and allocate another LCN. You must make a new application in such circumstances.
- 10.5. Vacation of the Channel LCN, however it occurs, shall have the effect of terminating the agreement between the parties made upon these Terms in respect of the Channel, and the Channel will be removed from the EPG for the Platform.
- 10.6. Notwithstanding vacation of the Channel LCN, you agree that the following obligations will continue for a period of six (6) years from such vacation:
 - (a) Clause 4.7 (your obligation to maintain adequate insurance);
 - (b) Clause 6.2 (your indemnity in relation to Channel content);
 - (c) Clause 11 (the limitations of liability under these Terms);
 - (d) Clause 14 (our mutual obligations of confidentiality); and
 - (e) Clause 16 (the miscellaneous provisions).

11. Liability

- 11.1. Each party's obligations and liabilities to the other arising out of or in connection with these Terms shall be only those expressly set out in these Terms together with those obligations which are implied by law to the extent that they cannot by law be restricted, limited or excluded.
- 11.2. Neither party excludes or limits liability to the other for fraud, fraudulent misrepresentation, death or personal injury resulting from its own negligence, or given by way of indemnity in these Terms.

- 11.3. Subject to Clause 11.2, neither party shall be liable to the other or any other person arising out of or in connection with these Terms for:
- (a) loss or damage which as a matter of English law is considered indirect or consequential loss or damage, howsoever caused or arising, unless such loss or damage is specifically set out in these Terms; or
 - (b) loss of profits, loss of business, loss of goodwill or anticipated savings.
- 11.4. Subject to Clause 11.2, the liability of either party to the other for matters arising out of or in connection with these Terms, whether arising from tort (including negligence), breach of contract, misrepresentation or otherwise is limited to ten thousand pounds sterling (£10,000).

12. Amendments

- 12.1. Everyone TV reserves the right to prepare and publish amended terms ("**Replacement Terms**") on its website, and notify you of the same. For the avoidance of doubt, the Replacement Terms will apply equally to all persons that have LCNs in the EPG for the Platform.
- 12.2. You acknowledge and agree that the Replacement Terms shall apply and replace these Terms effective from the date one (1) month following their publication on Everyone TV's website.
- 12.3. You are entitled to require that the Channel LCN be vacated if, having reviewed the Replacement Terms, you do not wish to accept them. You must do this by giving advance notice in writing in accordance with Clause 10.3 within the one (1)-month period before the Replacement Terms become effective. Provided that the notice given in accordance with Clause 10.3 is not less than one (1) month and not greater than two (2) months, the previous Terms (not the Replacement Terms) shall continue to apply in relation to the Channel LCN until it is vacated.

13. Assignment

- 13.1. The agreement incorporating these Terms is personal to you, and you may not assign, subcontract, novate or otherwise dispose of any right, obligation or liability under these Terms. Any purported disposal shall be void.
- 13.2. Everyone TV may assign, subcontract, novate or otherwise dispose of its rights and obligations under these Terms without your prior consent where it is legally possible to do so.
- 13.3. If you wish to transfer ownership of your Channel to another person, you may request that Everyone TV continues to allocate the Channel LCN to the Channel following such transfer, and provided that:
- (a) there is no break in service on the Channel;
 - (b) the recipient of the Channel complies with the pre-conditions listed at Clause 3; and



(c) Everyone TV gives its prior written consent (not to be unreasonably withheld),

then Everyone TV will continue to allocate the Channel LCN. Where Everyone TV agrees to continue to allocate the Channel LCN, on the date the Channel is transferred your rights and obligations in relation to the Channel LCN under these Terms shall fall away, and the transferee of the Channel shall be bound by these Terms.

13.4. For the avoidance of doubt, the Channel LCN is not your asset and you agree not to represent it as such. LCNs are not transferable. Continuing to allocate the Channel LCN to a Channel which is transferred shall not be considered to be a transfer of an LCN.

14. Confidentiality

14.1. "**Confidential Information**" means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") at any time, other than information which is in (or comes into) the public domain other than as a result of the Receiving Party's breach of an obligation of confidentiality.

14.2. Subject to Clauses 14.3 and 14.4, the Receiving Party shall:

- (a) not at any time use Confidential Information other than in connection with performing its obligations under these Terms;
- (b) not at any time disclose Confidential Information to any person without prior written consent of the Disclosing Party; and
- (c) at all times use all reasonable endeavours to prevent the unauthorised use or disclosure of Confidential Information.

14.3. The Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, contractors, professional advisers and relevant subcontractors (each a "**Recipient**") to the extent that disclosure is necessary for the Receiving Party to perform its obligations under these Terms provided that the Receiving Party shall ensure that each Recipient is subject to an enforceable obligation to keep Confidential Information confidential.

14.4. Clause 14.2 shall not apply to Confidential Information that:

- (a) can be shown to have been known to the Receiving Party before disclosure by the Disclosing Party to the Receiving Party;
- (b) is required to be disclosed by law to Ofcom or is prudent to disclose to Ofcom or that Ofcom requires to be disclosed to it; or
- (c) is otherwise required to be disclosed by law or any competent regulatory body, taxation authority, governmental department or pursuant to the rules of any stock exchange on which the shares of the Receiving Party are listed.

- 14.5. In order to allocate a Channel LCN, it will be necessary for Everyone TV to share certain information with relevant third parties (such as multiplex operators), and you consent to such disclosure by Everyone TV as it deems appropriate (acting reasonably).

15. Governance

- 15.1. You agree to appoint an operational contact for all operational issues relating to the Channel LCN and to notify their contact details to Everyone TV as appropriate. If your operational contact is to change, you agree to notify Everyone TV in advance.

- 15.2. Everyone TV's contact for both operational and non-operational issues is the Platform Operations Team which may be contacted at:

LCN@everyonetv.co.uk

- 15.3. Everyone TV agrees to notify you as soon as reasonably practicable if it becomes aware that the Channel LCN does not appear, or appears incorrectly, on the EPG, and shall use reasonable endeavours to rectify any fault as soon as reasonably practicable. Likewise, you shall notify Everyone TV as soon as reasonably practicable if you become aware of any such fault.

- 15.4. A notice under or in connection with these Terms shall only be valid if it is in writing, in the English language, and (i) delivered personally; or (ii) sent by first class post pre-paid recorded delivery (and air mail if overseas), to the party's operational contact at the registered office address for the parties as set out above or (iii) sent by email to the email address specified by the parties from time to time. All notices to Everyone TV must also be sent to legal@everyonetv.co.uk.

- 15.5. In the absence of evidence of earlier receipt, a notice delivered in accordance with Clause 15.4 is deemed given: (i) if delivered personally, when left at the address of either party; or (ii) if sent by mail, two (2) days after posting it; or (iii) if sent by email, one (1) hour after being sent but if it is sent on a day that is not a business day or is later than 5pm in the territory of the recipient it will be taken to have been duly given at the commencement of the next business day, provided it was sent to the correct email address and no notification of delivery failure has been received.

16. Miscellaneous Provisions

- 16.1. These Terms and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any such dispute.

- 16.2. The agreement between the parties upon these Terms is not intended for the benefit of and shall not be enforceable by any other person.

- 16.3. The invalidity, illegality or unenforceability of any Term does not affect or impair the continuation in force of the remainder of the other Terms.



- 16.4. The failure to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 16.5. To assist in ensuring that LCNs are allocated on a fair, reasonable and non-discriminatory basis, there shall be no variation to these Terms other than pursuant to Clause 12.
- 16.6. Once you have accepted these Terms by making your application or otherwise indicating your wish for allocation or continued allocation of an LCN, they shall constitute the entire agreement between the parties and shall supersede and extinguish any prior agreement, statement, representation or understanding between the parties relating to the subject matter hereof.