



PARLIAMENTARY RECORDING UNIT

Westminster House, 7 Millbank, London SW1P 3JA

T: 020 7219 5511 E: pru@parliament.uk W: www.parliamentlive.tv

Licence to use Parliamentary proceedings from the House of Lords for Broadcast

The Corporate Officer of the House of Lords (“the Licensor”), in exercise, pursuant to section 1(3)(c) of the Parliamentary Corporate Bodies Act 1992, of the Clerk of the Parliaments’ function on behalf of the House of Lords as owner of copyright under Chapter X of Part I of the Copyright, Designs and Patents Act 1988, hereby grants to _____ (“the Licensee”) with effect from 1st August 2011 a non-exclusive licence in the following terms and subject to the following conditions:

1) Definition

The Licensee is permitted to use televised coverage of Parliamentary proceedings from the House of Lords as defined in clause 2 (“the Material”) on their programme output either as continuous coverage or as selected sections to be used in programmes on their broadcast service. The Licensee may also make copies for future use in their own programming. The Licensee is also licensed to make content available via their own branded websites subject to the conditions in this licence.

This licence shall be administered on behalf of the Licensor by the person who is for the time being the Head of the Parliamentary Recording Unit (PRU).

2) Content

For these purposes “Parliamentary proceedings” means proceedings in the Chamber of the House of Lords and in those Committees commissioned by broadcasters. The Material remains Parliamentary copyright and all rights are reserved.

3) Access to content

The Material is to be made available live to licensees through a broadcast distribution network. It is the responsibility of the Licensee to arrange onward connection of the signal to their organisation. Copies of proceedings can also be obtained from the Parliamentary Recording Unit who can provide coverage on broadcast media or via an agreed playout to the distribution network.

As the selection of Committees to be covered for broadcasting is subject to a commissioning process, access to Committee coverage and use during the first seven days following the meeting shall be subject to notification and proportional charging as detailed in the attached ***Broadcast Commissioning of Committee Coverage***.

4) Use of Content

This licence permits the use of the Material:

- a) On the Licensee's programme output through terrestrial, satellite or direct transmission at no individual charge to the end user.
- b) On the Licensee's branded website or video on demand streamed service.
- c) Subject to Condition 6 of this licence, to be available as programmes or news packages as part of the Licensee's broadcast services.
- d) For onward passing by the Licensee of the clean feed service for broadcast use to other broadcasters licensed by the Licensor.
- e) For use by production companies licensed by Parliament for producing programs to be broadcast.
- f) For onward sale by the Licensee of broadcast programmes which include Parliamentary proceedings to the public or other broadcasters.

5) Conditions of Use

The use of the Material under this licence for broadcasting or internet use is subject to compliance with the attached ***Rules of Coverage and Usage***. It shall be the Licensee's responsibility to ensure compliance with these and any other guidelines issued by the House of Lords Information Committee as to the use of televised coverage. The Licensee shall be solely responsible for all use made by it of the Material, and in particular the selection of content used by it from the televised coverage.

6) Broadcasting

The following conditions apply to the use of the Material:

- a) no extracts of Parliamentary proceedings may be used in any light entertainment programme or in a programme of political satire;
- b) subject to paragraph (a) above, extracts of Parliamentary proceedings may be included in broadcast 'magazine' programmes which also contain music or humorous features, provided that the different types of item are kept separate;
- c) no extracts of Parliamentary proceedings may be used in any form of advertising, promotion or other form of publicity, except in the form of trailers for programmes which use extracts within the requirement of this paragraph and where the trailers also comply with those requirements.

7) Internet use and Embedding material on websites

The Licensee may use the Material on the internet subject to the following conditions:

- a) the video content is "watermarked" in a manner so as to show its origin.
- b) where embedding from a website under the direct control of the Licensee is permitted, the Licensee shall require anyone embedding the Material to comply with the attached **UK Parliament Embedding Terms of Use**. In the event that the Licensee becomes aware of non-compliance with these Terms, the Licensee shall immediately cease to permit the embedding of the Material.
- c) where the Material is published on other websites personally associated with the Licensee (such as a YouTube Channel or a Facebook page). The Licensee shall first obtain confirmation:
 - i) that the Website shall unconditionally permit the removal of the Material by the Licensee or the Licensor at any time and without notice;
 - ii) that there shall be no advertising displayed on the same screen as the video recording of televised coverage where that video recording represents the majority of the content on any page of the website or where the page would not exist without the video recording. In other cases, advertising may be permitted, but not where there is any connection between the advertising and the video recording; and
 - iii) that the Website shall not provide the Material to anyone else, other than by permitting embedding. Where the Website permits embedding, the Licensee must require that anyone embedding the Material must comply with the attached **UK Parliament Embedding Terms of Use**.
- d) In the event that the Licensee becomes aware of non-compliance with condition c) (ii) or (iii), the Licensee must ensure that the Website immediately ceases to permit the embedding of the Material or must immediately remove the Material.

8) Restrictions on Advertising

The Licensee shall ensure that:

- a) no advertisement is inserted during or adjacent to any live broadcast or recorded extract of Parliamentary proceedings which could reasonably be seen as calculated, by its placement, to exploit the subject matter of those proceedings;
- b) no programme, other than news programmes, devoted to live transmission of proceedings, and lasting less than 30 minutes, is interrupted by an advertisement; and
- c) no advertisement which features or refers to Members of Parliament, Members of the House of Lords or Parliamentary parties, or which makes use of a parliamentary setting, is inserted in or adjacent to any live broadcast or recorded extract of parliamentary proceedings.

9) Liability

The Licensee shall indemnify the Licensor against all liabilities, claims, demands, actions, costs (including legal costs and expenses of the Licensor and, where appropriate, of the Claimant and other parties and any sums paid by way of compensation or costs by the Licensor to compromise or settle any claim), damages and loss ("Liabilities") arising out of any breach by the Licensee of any of the terms of this licence and shall indemnify the Licensor against all Liabilities in respect of material transmitted by it in the course of the supply of the televised coverage. The Licensor shall be entitled to take all reasonable steps in the conduct of proceedings relating to such a claim, including the settlement of such a claim on such terms as the Licensor decides. The Licensor shall notify the Licensee of any claim for which the Licensee is liable to indemnify it under the terms of this clause as soon as reasonably practicable and shall supply to the Licensee all information and documents relating to the claim as the Licensee may reasonably request as soon as reasonably practicable.

10) Variation

The terms of this Licence may be varied or revoked by the Licensor at any time.

Where the licence is varied, the Licensee shall comply with the Licence as so varied as soon as reasonably practicable after being given notice by the Licensor of the variation.



JOHN ANGELI

DIRECTOR OF PARLIAMENTARY BROADCASTING
(an Officer of the House of Lords authorised to sign
on behalf of the Corporate Officer of the House of Lords)

Signature _____

Name: _____

Position: _____

Company: _____

Date: _____



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Annex - Broadcast Commissioning of Committee Coverage

From 1st August 2011 new broadcasting arrangements will be coming into force. The selection and commissioning of broadcast quality Committee coverage will enable the licensed broadcasters to be involved in the process to reflect their programme agendas.

Details of the arrangements and weekly timetable for selection of broadcast quality Committee coverage are given below.

LICENCE

All broadcasters wishing to access televised Parliamentary proceedings for broadcast must be licensed by the Parliamentary Recording Unit.

Licensing & Sales Manager
Parliamentary Recording Unit
T: 020 7219 5511
E: pru@parliament.uk

SELECTION

Licensed broadcasters are able to be involved in the selection process for which Committee's are covered for broadcast use.

There is a commissioning cost to cover a committee. This is a fixed fee per meeting and will be shared amongst all participating broadcasters that have commissioned the meeting or used coverage within 7 days, thus with more than one organisation using the coverage the cost would be lower than the full fixed fee.

Archive material is subject to a technical facility fee.

Licensed broadcasters can register their interest in Committee coverage with Bow Tie television, Parliament's broadcast contractor, who administer the selection process.

Production Office Manager
Bow Tie television
T: 020 7219 2732
E: westminster@bowtietv.com

WEEKLY TIMETABLE

The weekly Committee bookings timetable for licensed broadcasters is as follows:

Tuesday

- 15.00 – Provisional Information about the next week's committee proceedings is distributed to all licensed broadcasters.

Wednesday

- 15.00 – Updated and complete information on committee proceedings is distributed.
- 17.00 – Deadline for submission of bids for Committee meeting bookings to Bow Tie Television Production Office Manager.

(Bids received after this time will only be considered if they relate to a Committee about which Parliament has issued late information)

Thursday

- Bow Tie television will co-ordinate the various requests from different broadcasters for coverage and highlight any potential logistical issues arising.
- 10.15 – Parliament's broadcasting meeting to agree the selection of Committees for broadcast quality coverage. If a conflict occurs between two or more requested bookings, the ultimate decision of which meeting shall be broadcast will be made by the Chairman of the Liaison Select Committee in the House of Commons and the Chairman of Committees in the House of Lords.
- Following the broadcasting meeting, a list of all booked Committee meetings will be distributed to licensed broadcasters at the earliest opportunity.
- Licensed broadcasters will receive individual confirmations of Committee meetings they have booked. This will include cost-share prices at the time of booking and signal access information. Signals will be made available at no extra cost to No. 4 Millbank, and will also be made available at BT Tower on request.

After 7 calendar days

- Invoices will be issued by Bow Tie television.



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ANNEX - RULES OF COVERAGE

1) STATEMENT OF OBJECTIVES

The director should seek, in close collaboration with the Director of Broadcasting, to give a full, balanced, fair and accurate account of proceedings, with the aim of informing viewers about the work of the House.

{Note: In carrying out this task, the director should have regard to the dignity of the House and to its function as a working body rather than a place of entertainment.}

2) SPECIFIC GUIDELINES FOR PICTURE DIRECTION

a) Restriction of Filming Certain Parts of Chamber, etc.

- i) The press and public galleries, the officials' and visitors' boxes, and the area behind the Speaker's Chair, not being directly related to proceedings, should not be shown, other than unavoidably as part of wide-angle or other authorised shots of the Chamber.
- ii) Great care should be exercised in showing the occupant of the Chair. Shots designed to show the Speaker receiving advice from a Clerk at the Table should not be used. Officers of the House and Doorkeepers attending in the Chamber should not normally be shown, unless they are taking an active part in the proceedings.
- iii) During Divisions, a wide-angle shot of the Chamber may be used. In addition, the following events relating to Divisions may be shown using the standard format described in sub-paragraph II (b)(i): the putting of the Question, both initially and after the two minute interval; the announcement of the names of the Tellers; any points of order which may arise, together with any response by the Chair; and the announcement by the Tellers and the Chair of the voting figures.
- iv) In no circumstances should close-up shots of Members' or Officers' papers be taken.

b) Style and Presentation

- i) The standard format for depicting the Member who has the floor should be a head and shoulders shot, not a close-up.
- ii) Subject to sub-paragraphs (iii) to (vii) below, the camera should normally remain on the Member speaking until he or she has finished.
- iii) Wide-angle shots of the Chamber may be used from time to time: for example, while the director is seeking a closer shot of a Member who has just been called, at times when no single Member has the floor, and to establish the geography of the House for the benefit of viewers.

- iv) As a matter of general practice, the director should switch to a picture of the occupant of the Chair whenever he or she rises; this principle should be applied all the more strictly during incidents of disorder or altercations between Chair and other Members.
 - v) Occasional cut-away shots to illustrate individual reactions are allowed, but only to show a Member who has been referred to by the Member speaking.
 - vi) Medium-angle shots, including over-the-shoulder shots, are permissible where the director wishes to show both the Member who has the floor and another Member intervening or seeking to do so.
 - vii) Occasional group shots — mid-way between the standard head and shoulders shot and the wide-angle shot — are permitted; such shots may be used either for the purposes of showing the reaction of a group of Members, or in order to establish the geography of a particular part of the Chamber.
- c) Special Camera Techniques
- i) In no circumstances are split-screen shots to be used.
 - ii) Panning shots along the benches should not normally be used.
 - iii) Occasional zoom shots are permitted.

3) TREATMENT OF DISORDER

- a) Disorder in the Galleries
- i) Neither interruptions from, nor demonstrations in, the galleries are “Proceedings”, and as such they should in no circumstances be televised.
 - ii) If an incident of the sort described in sub-paragraph (i) above occurs in such a way as to interfere with an otherwise permissible shot, the director should cut either to a wide-angle shot of the Chamber which does not show the offending incident, or to the occupant of the Chair.
- b) Disorder on the Floor of the House

Televising may continue during incidents of grave disorder or unparliamentary behaviour for as long as the sitting continues, but only subject to the following guidelines:

- i) On occasions of grave disorder, the director should normally focus on the occupant of the Chair for as long as proceedings continue, or until order has been restored. (By “grave disorder” is meant incidents of individual, but more likely collective, misconduct of such a serious disruptive nature as to place in jeopardy the continuation of the sitting.)

- ii) In cases of unparliamentary behaviour, the director should normally focus on the occupant of the Chair, and should certainly do so if he or she rises, but occasional wide-angle shots of the Chamber are acceptable. (The phrase “unparliamentary behaviour” is intended to signify any conduct which amounts to defiance of the Chair but which falls short of grave disorder.)

4) WESTMINSTER HALL

The rules of coverage for the Chamber shall be applied.

5) SELECT COMMITTEES

The rules of coverage for the Chamber shall be applied, except that:

- a) Reaction shots should be limited to Members to whom a clear reference has been made or who have asked a question of a witness.
- b) Reaction of the public gallery should not be shown.
- c) Committee staff, the press, and shorthand writers should not be shown other than unavoidably as part of another authorised shot.
- d) No close-up shots of Members’ or officials’ papers should be taken.

6) STANDING COMMITTEES

The rules of coverage for the Chamber shall be applied.

Officials attending Ministers should not be shown.



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ANNEX - USE OF THE SIGNALS

The guidelines for the use of the signals are:

- a) no extracts of Parliamentary proceedings may be used in any light entertainment programme or in a programme of political satire;
- b) subject to paragraph (a) above, extracts of Parliamentary proceedings may be included in broadcast "magazine" programmes which also contain music or humorous features, provided that the different types of item are kept separate;
- c) extracts from Parliamentary proceedings may not be used in party political broadcasts;
- d) no extracts of Parliamentary proceedings may be used in any form of advertising, promotion or other form of publicity, except in the form of trailers for programmes which use extracts within the requirement of these guidelines and where the trailers also comply with those requirements; and

The user shall at all times comply with all the rules of coverage, guidelines and directives laid down from time to time by the relevant select committee of each House in reports issued by them and otherwise.



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Annex - UK Parliament Embedding Terms of Use

UK Parliament permits you to embed its video and audio material on your website as long as you agree to various conditions (see below). Please note:

- This is for use on your personal website.
- Only the supplied code can be used.
- The video or audio of the recordings cannot be edited in any way.
- UK Parliament can remove the recording without notice.
- UK Parliament makes this recording available at your own risk.
- The Recordings cannot be placed on sites that contain illegal or offensive material.
- The Recordings cannot be placed on certain sites that contain advertising.
- The embedding of UK Parliament recordings is not a UK Parliament endorsement of your website.

UK Parliament Embedded Recording Licence Terms

By embedding UK Parliament Recordings on your website ("Site") you agree to the terms set out below.

1. Licence

- 1.1 Subject to these Licence Terms UK Parliament grants you a non-exclusive licence to display on your Site recordings of UK Parliament Proceedings.
- 1.2 All rights including intellectual property rights shall remain the property and copyright of UK Parliament.

2. Use of UK Parliament Recordings

- 2.1 You may only embed UK Parliament Recordings on websites that are not excluded by UK Parliament. The categories of website that are excluded are set out below.
Sites that:
 - Advertise or Promote Commercial activity.
 - Promote, encourage or facilitate illegal activity.
 - Encourage hatred on grounds of race, religion, gender, disability, age or sexual orientation or promote, encourage or facilitate anti-social behaviour.

- Lower the dignity of either House or that of individual members.
- 2.2 Unless expressly permitted by UK Parliament in writing, the recordings are for personal non-commercial use only and may not be used for corporate, commercial or professional purposes. Whilst you may use the recording on an ad-enabled blog or website, you may not charge users to view the recording.
- 2.3 There should be no advertising displayed on the same screen as the embedded video recording comprising the Services where that video recording represents the majority of the content on any page of the website or where the page would not exist without the video recording. In other cases, advertising may be permitted, but not where there is any connection between the advertising and the video recording.
- 2.4 You may not alter or add to the UK Parliament Recording in any way, nor combine the UK Parliament Recording with any other material.
- 2.5 You may not suggest any endorsement or approval by the UK Parliament or any individual Member of your Site.
- 2.6 You may not use the UK Parliament Recordings in any way that could bring the UK Parliament or any individual Member into disrepute.
- 2.7 You accept and agree that UK Parliament has sole editorial control over all UK Parliament Recordings at all times and it may change or remove any recording at its sole discretion.

3. Warranties & Liability

- 3.1 You warrant that your Site fully complies with all applicable laws and regulations.
- 3.2 The UK Parliament Recordings are made available on an "as is" and "as available" basis and UK Parliament gives no warranty of any kind in relation to the availability and use of the Recordings.
- 3.3 The UK Parliament has taken reasonable care to ensure that the recording and any related software code contains no errors, viruses or defects, however UK Parliament does not warrant that this is the case. You use the UK Parliament recording at your own discretion and risk and you are advised to take all reasonable precautions to protect your computer from virus infection.
- 3.4 UK Parliament will not be liable for any loss or damage which you may suffer as a result of, or connected to, your use of the UK Parliament recording.
- 3.5 Each provision of this Clause 3 operates separately in itself and survives independently of the others.

4. Indemnity

- 4.1 In the event that a third party commences legal proceedings against the UK Parliament as a result of your use of the UK Parliament Recording in breach of these Licence Terms you agree to indemnify UK Parliament in respect of any and all damages, costs and expenses, including reasonable legal fees and litigation expenses, UK Parliament suffers or incurs as a result of such action.

5. Termination

- 5.1 The UK Parliament may restrict, suspend or terminate any or all UK Parliament recordings or your access to the recordings at any time at its sole discretion without liability.
- 5.2 Clauses 3, 4, 5 and 6 shall survive termination of this Agreement.

6. General

- 6.1 You may not transfer or sublicense any of your rights or obligations under the Licence Terms to any third party.
- 6.2 This Agreement shall be interpreted in accordance with English Law and subject to the exclusive jurisdiction of the Courts of England and Wales.
- 6.3 Any failure or delay by the UK Parliament in exercising its rights under these Licence Terms shall not be construed as a waiver of those rights.