

LICENCE TO USE PARLIAMENTARY PROCEEDINGS FROM THE HOUSE OF LORDS FOR BROADCAST

The Corporate Officer of the House of Lords whose address is the House of Lords, London SW1A 0PW (“**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 1 October 2023 a non-exclusive licence in the following terms and subject to the following conditions:

1. Grant of Licence

- 1.1 The Licensee is permitted to broadcast or otherwise to use televised or audio coverage of Parliamentary proceedings as defined in clause 2 (“**the Material**”) made available by the Licensor in accordance with and subject to the terms and conditions specified below.
- 1.2 Parliamentary copyright applies to the Material and all rights are reserved.
- 1.3 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.

2. Interpretation

For the purposes of this Licence:

- 2.1 “the 1988 Act” means the Copyright, Designs and Patents Act 1988;
- 2.2 “broadcaster” includes a person who broadcasts the Material by means of a digital service;
- 2.3 “digital service” includes a website, software application or any other means by which content is made available via the internet;
- 2.4 “digital service content” means content that is made available by means of a digital service;
- 2.5 “the Material” has the meaning given in clause 1.1;
- 2.6 “Parliamentary proceedings” means proceedings in the Chamber of the House of Lords and in Committees of the House of Lords;
- 2.7 “programme” includes a video or audio on demand streamed service.

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3. Access to the Material

3.1 The Material is to be made available by the Licensor live to the Licensee through a broadcast distribution network.

3.2 It is the responsibility of the Licensee to arrange onward connection of the signal to its organisation.

3.3 Copies of the Material can also be obtained:

- (a) from the Parliamentary Recording Unit, which can provide it in a standard broadcast media format;
- (b) via an agreed playout to the distribution network; or
- (c) via www.parliamentlive.tv using that site's download service.

4. Use of the Material

4.1 This Licence permits the Licensee to broadcast the Material made available by the Licensor:

- (a) on the Licensee's programme output through terrestrial, satellite or direct transmission at no charge to the end user;
- (b) on the Licensee's own branded digital services or on a digital service associated with the Licensee (for example, a YouTube channel or a Facebook page).

4.2 This Licence also permits the Licensee:

- (a) to pass on clean feed of the Material or extracts from the Material to another broadcaster, including an affiliate of the Licensee;
- (b) to pass on the Material to a production company for the purpose of producing a programme to be broadcast by the Licensee;
- (c) to sell to other broadcasters or to members of the public programme output of the Licensee that includes the Material.

4.3 Where, in accordance with clause 4.2(a) or (b), the Licensee passes on the Material to another broadcaster which is not itself licensed by the Licensor to use the Material, the Licensee must ensure that the other broadcaster:

- (a) uses the Material only in accordance with clause 5 (read with clause 6); and

(b) complies with the conditions in clauses 7 and 8.

4.4 If “the other broadcaster” referred to in clause 4.3 receives the Material from the Licensee and uses it otherwise than in accordance with clause 5 (read with clause 6) or fails to comply with any of the conditions in clauses 7 and 8, the Licensee must at its own expense, if so requested by the Licensor, take all reasonable steps (including the commencement of legal proceedings) to prevent any further such use of the Material, or any further failure to comply with any of the conditions in clauses 7 and 8, by the other broadcaster.

4.5 The Licensee may also make copies of the Material for future use in the Licensee’s own programming or in digital service content.

5. Programmes and digital service content

5.1 The Licensee may use the Material for the purpose of reporting Parliamentary proceedings in an accurate, fair, politically impartial and responsible way, taking into account any guidelines which apply to the Licensee, in:

(a) news, factual or educational programmes, or

(b) news, factual or educational digital service content.

5.2 Any of the Material used by the Licensee in a programme, or in digital service content, in accordance with clause 5.1 may be annotated by the use of on-screen graphics for the purposes of better informing the viewer.

5.3 The Licensee may use the Material in other types of programmes or other digital service content only where this is permitted by one of the following provisions of the 1988 Act:

(a) section 30, which permits fair dealing with a work for the purposes of criticism, review, quotation and news reporting; or

(b) section 30A, which permits fair dealing with a work for the purposes of caricature, parody or pastiche.

5.4 The factors to be taken into account in determining whether use of the Material constitutes fair dealing include in particular those specified in clause 6.

6. Fair dealing and other conditions

6.1 All use of the Material must achieve a level of accuracy that is appropriate taking into account the subject and nature of the programme, or of the digital service content, in which the Material is used, and the likely expectations of the audience.

6.2 The Material must not be used in a way which constitutes unjust or unfair treatment of an individual.

6.3 The following are examples of uses of the Material which are likely to constitute fair dealing for the purposes referred to in clause 5.3:

- (a) use by way of quotation in a news review or magazine programme or in comparable digital service content;
- (b) use for the purposes of caricature, parody or pastiche where the nature of the programme or of the digital service content is made clear to the viewer or listener;
- (c) use in a drama or drama-documentary provided that the extract itself is not altered.

6.4 The following are examples of uses of the Material which are not likely to constitute fair dealing for the purposes referred to in clause 5.3:

- (a) manipulation or alteration of an extract in the context of a documentary, drama-documentary or drama in a way that misrepresents real events, where it is not evident to the viewer or listener that the manipulation or alteration has taken place;
- (b) use which is intended to incite hatred against members of either House of Parliament.

6.5 Any acknowledgement to be given in respect of use of the Material for the purposes referred to in clause 5.3 must be agreed with the Licensor.

7. Advertising and party-political or referendum broadcasts

7.1 The Material may not be used in any form of advertising, promotion or other form of publicity, except in the form of trailers for programmes which use, or for digital service content which uses, extracts within the requirements of this clause and where the trailers also comply with those requirements.

7.2 The Licensee must ensure that:

- (a) no advertisement is inserted in or adjacent to any live broadcast or recorded extract of Parliamentary proceedings, or in or adjacent to any digital service content that includes the Material, which could reasonably be seen as calculated, by its placement, to exploit the subject matter of those proceedings; and
- (b) no advertisement which features or refers to Members of the House of Commons, 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 or in or adjacent to any digital service content that includes the Material.

7.3 The Licensee may (subject to clause 7.4) use extracts from the Material in a party-political or referendum broadcast provided that:

- (a) this is done with the permission of any Member (or former Member) of the House of Lords featured in the Material; and
- (b) notification is given, in advance, to the Licensor.

7.4 The Licensee may not use in a party-political or referendum broadcast an extract that includes a wide shot of, or a general scene from, Parliamentary proceedings (as opposed to a close-up of a Member speaking).

8. Crowned Portcullis

The "Crowned Portcullis" is a royal badge which the Licensor does not own or control. The grant of the Licence includes use of the Crowned Portcullis only to the extent that it is indirectly or incidentally captured in the Material, for example where it appears on furniture or decorations. If the Licensee wishes to make 'direct' use of the Crowned Portcullis captured in the Material, the Licensee must inform the Licensor of this in writing and the Licensor agrees to use all reasonable endeavours, including making such introductions as might be useful and necessary, to assist the Licensee to obtain a licence for any such direct use.

9. Liability

9.1 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 use of the Material by the Licensee. The Licensee's total liability arising under this indemnity shall not exceed £5 million in aggregate.

9.2 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.

9.3 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 such information and documents relating to the claim as the Licensee may reasonably request as soon as reasonably practicable.

10. Variation

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

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

11. General

11.1 Any failure or delay by the Licensor in exercising its rights under this Licence shall not be construed as a waiver of those rights.

11.2 The Licensee may not transfer or sublicense any of its rights or obligations under this Licence to any third party.

11.3 Neither the Licensor nor the Licensee confers or purports to confer on any third party any benefit or right to enforce any term of this Licence under the Contracts (Rights of Third Parties) Act 1999.

11.4 This Licence represents the entire understanding and agreement between the parties and supersedes all previous negotiations and understandings between them with respect to its subject matter. Further, this Licence supersedes all previous agreements between the parties with regard to its subject matter; and those agreements are terminated on 1 October 2023 and are of no further effect on and after that date.

11.5 If any term of this Licence is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part will to that extent be deemed not to form part of this Licence and the enforceability of the remainder of this Licence will not be affected.

11.6 This Licence shall be interpreted in accordance with the law of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.

11.7 Clause 9 and this clause 11 will survive the termination of this Licence for any reason.

MICHAEL MACFARLANE

Signature:



DIRECTOR OF PARLIAMENTARY AUDIO / VIDEO

(an Officer of the House of Lords authorised to sign on behalf of the Corporate Officer of the House of Lords)

Date: /2 September 2023