

Standard BAPLA Agreement (Tel Pic (6) wording.

Definitions

“**Standard Television**” means television broadcast whether by analogue or digital means for reception without charge (ignoring for this purpose any sums payable for a licence of a kind required by law for the installation and/or use of equipment for the reception of broadcast programmes) by means of conventional home roof-top or television set built-in or attached antennae other than (for avoidance of doubt) the public service uses set out in Clause 2.1 to 2.2 below.

“**Non-Standard Television**” means transmission by all forms of television (including without limitation by satellite or terrestrial broadcast and/or inclusion in a cable programme service and whether by digital or analogue means and whether on a pay per view, on-demand, subscription, pay or basic cable, direct to home broadcast by satellite or any other basis) whether now or hereafter devised other than by Standard Television, the Public Service uses set out in clause 2.1 to 2.2 below or by exercise of the Non-Theatrical Rights

“**Public Service**” means any BBC service which is primarily funded by the Licence Revenue (as defined in the BBC’s Royal Charter) or in the case of BBC World Service from moneys paid to the BBC out of aids appropriated by the United Kingdom Parliament and/or in either case is provided as a public service.

“**BBCi Service**” means the BBC digital Public Service made available to viewers by on-demand access from BBC channels broadcast for reception from satellite, cable or digital terrestrial platforms

Public Service Television Uses

The right to incorporate the Work:

in a Programme together with the right to give the First Broadcast within a period of three years of the date of the BBC's Letter of Request, of a Programme simultaneously or non simultaneously live and/or recorded in the BBC's services (or any part of them) in BBC 1 (including BBC Wales) or in BBC 2 or in the case of Welsh Language programmes for the Fourth Channel in Wales in that service (or any part of it) and to make or to authorise the Programme to be broadcast simultaneously and made available to the public without limitation at any time subsequently by electronic transmission on-demand either by the BBC from its Public Service Internet website or by third parties without charge by the BBC as part of its Public Service provision subject to payment on First Broadcast of **100% of the CIF**;

in a Programme together with the right to broadcast the Programme containing the Work in any BBC Public Service for television other than BBC 1 or BBC 2 provided that the First Broadcast is given within a period of three years of the date of the BBC's Letter of Request and to broadcast such Programme simultaneously and to make or to authorise the Programme to be made available to the public at any time subsequently by electronic transmission on-demand either by the BBC from its Public Service Internet website or by third parties without charge by the BBC as part of its

Public Service provision without limit on the number of broadcasts or on-demand transmissions subject to payment on First Broadcast of a once only payment for all such use of **100% of the CIF**;

in a Programme together with the right to broadcast and make the Programme available to the public by electronic transmission on-demand in the BBCi Service at any time without limit on the number of transmissions provided that it is first made available within a period of three years from the date of the BBC's Letter of Request subject to payment upon first being made available of

50% of the CIF for BBCi only;

100% of the CIF for the right to transmit the Programme also in any BBC Public Service for television other than BBC 1 or BBC 2 without limit on the number of transmissions

for all the Public Service uses set out in sub-clauses 2.1.1. to 2.1.3. above and those set out in Clause 2.2. below subject to payment on first such use of a once only payment for any such use of **250% of the CIF**.

Explanation:

We pay 100% CIF for unlimited BBC3/BBC 4 licence.

We pay 100% CIF for One tx on BBC 1 or BBC 2.

We pay 50% of the CIF for BBCi rights without limited of time
(on demand, red button and any service accessed via bbc.co.uk)

We commit to pay 150% of the CIF at the point of acquisition for with the BBC1/2 tx or the multi tx BBC3/4 licence PLUS 50% for te BBCi rights.

THIS IS A STRICTLY PRO TEM ARRANGEMENT UNTIL THE BBC AND BAPLA CONCLUDE THEIR NEGOTIATIONS ON A VOLUME LICENCE OR OTHER COLLECTIVELY NEGOTIATED LICENCE.