

BBC Library Sales Holdback Policy

Under the BBC's Code of Practice for the BBC's dealings with Independent Producers for Television Programmes Commissioned by the BBC and the associated BBC Terms of Trade, when commissioning a programme from an independent producer, the BBC acquires an exclusive licence in the UK Television market for the period of its primary rights licence. During this period library sales may not take place in the UK or Eire without the BBC's prior written consent – which it may withhold in its absolute discretion (BBC General Term 16.2.3).

In order to enable independent production companies to exploit library sales rights in their programming as early as possible, whilst preserving the value of the BBC's licence, the BBC has set out below the basis on which sales may take place during the BBC's licence period without the need to obtain the BBC's prior consent. Other sales may also be permissible – but you need to obtain consent from your usual BBC business contact upfront.

What is a library sale?

All distribution rights in the Programme are owned by the independent subject to the holdbacks and restrictions contained in the terms of your Programme Production Agreement.

A library sale is where extracts and sequences from a programme and rushes for a programme are taken and used in another audio visual work in any media. This can only be done in the UK with BBC approval as it is subject to a holdback.

Where a clip is to be used on its own (ie not as part of another audio visual work) there are various restrictions on the independent in relation to how stand-alone clips can be exploited. All use of clips must be exercised with BBC approval.

This means that where a clip is to be used as part of another audio visual work, use must comply with this document or you need to secure specific BBC consent from your usual BBC business contact. Where the clip is to be used on its own for example, in a new media context, you must get specific BBC approval in every instance (in accordance with the 'Additional Materials' section in the [Terms of Trade](#)) unless the use forms part of the producer's right to exercise "Promotional Online Rights" as defined in the General Terms of the Programme Production Agreement.

Restrictions:

A library sale cannot take place during the BBC's licence period in the following circumstances:

1. Before the BBC's first transmission of the programme or the entire series of programmes, as appropriate - on both channels where a programme has been co-commissioned
2. The editorial nature of the programme means that the BBC is not prepared to release its holdback without specific consent, or at all. Accordingly, if your programme falls (or you think it might fall) into one of the following categories, you should contact your usual BBC business contact to seek specific approval to any library sale:
 - (1) there are editorial sensitivities surrounding footage in the programme,
 - (2) there are particular issues or restrictions relating to underlying rights;
 - (3) there are, or may be, public policy or legal issues around content in the programme;
 - (4) the programme contains footage that is so innovative and/or unique and/or recognisable that it is widely identifiable as having been first shown on the BBC;
 - (5) the programme was commissioned as a serious factual programme and the BBC paid more than £200k per hour for its licence;
 - (6) you have already been notified by the BBC that specific consent will be required

3. If the programme has been commissioned by the Natural History Unit

Library Footage from Natural History commissions cannot be used without specific BBC consent until 3 years after the first UK transmission. Early release may be possible, with the prior agreement of your commissioning executive, but the more distinctive the footage, the less likely this is to be possible.

4. For use online, unless it is:

- as part of the Producer's Promotional Online Rights (as defined in the Programme Production Agreement), or
- for sales of "stock footage" of less than one minute's duration. "Stock footage" is generic, unbranded, illustrative shots or material which has no direct association with the programme or the BBC. For example, generic footage of Trafalgar Square. Longer clips may be licensed with the prior consent of your commissioning executive.

5. For the avoidance of doubt, programme extracts cannot be licensed for any new media use in the UK without BBC consent, except as part of the Promotional Online Rights. Please refer to the 'Additional Materials' section in the [Terms Of Trade](#) for further information about use of clips online.

When can library sales take place?

Library sales may take place within the UK and Eire during the BBC's licence period without the need to obtain the BBC's prior consent, provided that (a) none of the circumstances listed above apply and (b) the following conditions are met:

1. The following duration of clips can be licensed for use:
 - a. individual clips can be no longer than 5 minutes per 30 minutes or less of running time of the programme from which the clip was taken;
 - b. individual music performance clips should not exceed 30 seconds duration;
 - c. individual comedy clips should not exceed 45 seconds duration;
 - d. there should be no more than 6 such clips from any 30 minute programme and 10 from any 60 minute programme;
 - e. the overall use of clips in the programme in which the clip is to be used should not constitute more than 25% of the overall duration of programme.
2. Where the exercise of the Library Sales Rights is in connection with the exercise of and television rights in the UK, the BBC shall receive 25% of the net revenue arising from such exercise during the licence period. For all other exercise of Library Sales Rights, the BBC's share is in accordance with General Term 16.1.2
3. All exploitation of Library Sales Rights shall be in accordance with General Term 16.2.2 and will not bring the BBC into disrepute.