BBC’S RELEASE POLICY
FOR SECONDARY TELEVISION AND COMMERCIAL VIDEO-ON-DEMAND PROGRAMMING IN THE UK

1. Context

1.1 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.

1.2 Accordingly, to enable the BBC to protect its investment and rights in the programme, an independent producer must secure the BBC’s consent to the exploitation of any secondary television and/or commercial video-on-demand rights in the UK during the BBC’s licence period. However, this does not apply to Commercial Download Rights, as defined in the General Terms, which are permanent ownership rights and can be exercised as provided in the General Terms.

1.3 The BBC will consent to the release of a programme into the secondary television and/or commercial video-on-demand markets at such point that it considers secondary exploitation of the programme in the UK would not conflict with the rights the BBC has acquired and the investment it has made.

1.4 This release policy explains the circumstances where the BBC would be prepared to consent to the exercise of these rights in a programme in the UK during its licence period, in order to enable independent producers to exploit rights in the secondary television market and/or the commercial video-on-demand market in the UK during the BBC’s licence period.

1.5 The aims of the BBC’s release policy are to:

- Ensure that the BBC maximises full public service use from its programming
- Support the whole BBC portfolio of channels
- Ensure Value for Money
- Nurture and protect Programme Brands and talent, in particular those brands which are core to the channels’ and schedules at the time and those brands that have a cross channel life
- Where possible, enable independent production companies to exercise their exploitation rights in the UK secondary market prior to the expiry of the BBC’s primary licence
- Ensure the same principles relating to release apply consistently irrespective of which company is distributing the rights in the BBC commissioned content.

1.6 The policy is organic and it may therefore evolve and change over time in response to changes to the channel environment and market conditions. As such, it will be reviewed and updated regularly and published on the BBC commissioning website. The BBC will also keep the operational workings of the policy under review.
2. **BBC’s Release Policy in the UK Secondary Television and Commercial Video-on-Demand Markets**

**Windowing Policy – Introduction:**

2.1 Where the rights holder in a programme made for the BBC (whether by an independent producer or an in house production department) is interested in exploiting the secondary UK television or commercial video-on-demand rights in their programme, in order to protect the BBC’s rights and investment in the programme, the following standard policy will apply to the majority of such programmes which will be implemented in the manner outlined in section 3 below.

2.2 The standard policy may vary in certain circumstances such as:

(a) For a small number of channel defining programmes (which will generally be identified as such at the point of commission) where the BBC wants to retain its exclusivity for a period longer than the BBC Standard Exclusive Window set out below.

(b) Where a programme features an artiste or presenter with whom the BBC has an exclusive arrangement or is part of an exclusive rights deal between the BBC and a third party, particular considerations may apply to the release of any programming in the UK to safeguard the BBC’s investment. Please contact the relevant Business Affairs Manager to discuss any particular conditions of release in these circumstances.

(c) Where a programme (or the transmitted version of the programme) cannot be rebroadcast, for example due to complaints or the sensitivity of the subject matter.

(d) Where the BBC does not own the rights to the underlying rights in the programming in the UK secondary market (eg sports programming).

(e) Where the BBC is the rights holder in the programme and does not wish to exploit the programme commercially.

**The BBC’s Standard Exclusive Windows:**

The Code of Practice gives the BBC the right to an exclusive 5 year licence in the UK television market, with an option to renew for a further 2 years. The length of the BBC’s standard initial window of exclusive UK broadcasting is set out below distinguished by channel and in some circumstances (as indicated) by whether the programme is a single episode or a series of episodes. Where the programme is a series and commissioned other than for BBC3, these windows are calculated from first BBC transmission of the last episode of the series. If the programme is commissioned for BBC3 the window is calculated from first exercise of the BBC Public Service Rights (of the last episode of the series).

<table>
<thead>
<tr>
<th>Programme</th>
<th>BBC Standard Exclusive Window</th>
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<tbody>
<tr>
<td><strong>BBC ONE &amp; TWO SINGLES</strong></td>
<td>6 months</td>
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<tr>
<td><strong>BBC FOUR SINGLES</strong></td>
<td>18 months</td>
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<tr>
<td><strong>ALL SERIES &amp; ALL BBC THREE (TV)</strong></td>
<td>18 Months</td>
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<tr>
<td><strong>CBBC &amp; CBeebies</strong></td>
<td>5 years standard, but see section 4.4 below for release within this period.</td>
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2.3 After the exclusive windowing period set out above, the programme may be released in accordance with this Policy.

3. **Obtaining the BBC’s Consent to Release**

3.1 In anticipation of an actual programme sale, the relevant rights holder in the programme should request the BBC’s consent to the sale once the entire programme has transmitted (unless is earlier agreed in writing with the BBC).

3.2 Any request must be made to the BBC (see contacts below) in writing using the BBC’s template request form downloadable [here](#) and must set out all of the following information:

   (i) the proposed licensee  
   (ii) the proposed start date of the licence; proposed licence period; and proposed number of transmission days  
   (iii) the date of the first BBC transmission of the final episode of the programme  
   (iv) the relevant Holdback window  
   (v) the proposed scheduling by the secondary channel (if known)  
   (vi) the number of times that the programme/series has been licensed to the UK secondary market  
   (vii) the proposed gross licence fee, distributor commission and any anticipated costs of sale

3.3 Any consent which is granted by the BBC must be obtained in writing and will be subject to compliance by the independent producer with:

   1. any scheduling/marketing/publicity conditions applied to the release,  
   2. the BBC’s [Third Party Brand and Design Commercial Guidelines](#) (login details available from your BBC Business Affairs contact); and  
   3. all other applicable terms and warranties set out in the Programme Production Agreement.

3.4 The relevant BBC contact for these purposes is:

   - For programmes distributed by BBC Worldwide: 
     BBCW will liaise directly with BBC Television’s Content Release team on the Producer’s behalf  
   - For all other programmes: 
     The Producer should liaise with the BBC Business Affairs Manager who dealt with the commission of the programme

3.5 Acceptable licence terms for the UK secondary television market are as follows:

   (i) Licence period: The BBC would expect the licence period to be tailored according to the number of episodes of a programme being licensed, to be typically as follows:
       
       For 1 episode: 12-18 months  
       For 2-14 episodes: 2 years  
       For 15-50 episodes: 3 years  
       For > 50 episodes: 4 years  

   (ii) Number of Transmissions Days (where a Transmission Day is 4 transmissions per 24 hours):
       
       Factual programmes: Maximum of 9 Transmission Days  
       Entertainment and Drama programmes: Maximum of 6 Transmission Days
For clarity a transmission on a plus one channel does not use up a transmission within the same transmission day, but transmission on a multiplex channel (i.e. a different channel owned by the same broadcaster) would be 2 Transmission Days.

3.6 In granting commercial video-on-demand rights to licensees, the BBC would expect any individual licence to be between 6-12 months. Licences should not be granted for over 12 months.

4. Release before the Expiry of the BBC Standard Exclusive Windows

4.1 For second and subsequent series it may be possible to agree to a release of that series before the expiry of the BBC Standard Exclusive Window at the point of contracting as part of the commercial negotiation of that commission within the parameters of the Code of Practice.

4.2 Where a series is a One-off series (which due to its nature cannot return), at the BBC’s sole discretion it may, at the point of contracting, agree to a release of that series before the expiry of the BBC Standard Exclusive Window as part of the commercial negotiations in relation to the programme commission within the parameters of the Code of Practice.

4.3 Upon de-commission of the programme the independent production company may apply for consent to a release before the expiry of the BBC Standard Exclusive Window.

4.4 In relation to the release of programmes commissioned by CBBC and CBeebies earlier than the BBC Standard Exclusive Window set out in section 2.3 above, the provisions set out below apply.

A. CBBC and CBeebies will not consider applications for holdback release into the SVOD market on all titles until around 2 years after the first transmission of the last episode on CBBC or CBeebies Channels or websites. The ultimate decision regarding release will be made by the relevant Channel Controller. Requests for consent should be submitted to your usual Business Affairs contact using the template request for supplied by the BBC on the Commissioning Website, downloadable here.

B. In reaching a decision, the circumstances taken into consideration for applications for SVOD holdback release are as follows;

1. Where the Channel is satisfied that sufficient public service value has been extracted from a title. Factors of consideration when determining this are;
   a. Whether the key talent and/or characters are channel defining and considered intrinsically associated to the CBBC and CBeebies brand.
   b. Whether the title has a consistent, regular slot on the Channel and considered intrinsically associated with the CBBC and CBeebies brand.
   c. If the title has a particularly sensitive or public service nature.
   d. Whether the series has 30 episodes or less for CBeebies and 15 episodes or less for CBBC.

2. Where CBBC or CBeebies commissions a returning title and considers the existing title to no longer hold as much editorial importance as a returning series. Whether an older series no longer holds equal editorial importance as a later series can usually be determined at point of commission and;
3. Where the Commercial SVOD service does not offer a disproportionately high level of BBC Children’s titles on its service. It is important to avoid audience confusion over whether the service is being delivered by or on behalf of the BBC. For the avoidance of doubt BBC Children’s welcome CBBC and CBeebies categorised areas that are fully compliant with BBC Guidelines (as defined in the BBC’s production agreement).

C. Any consent granted by a Channel Controller will be subject to the following conditions:

1. All relevant warranties from the Programme Production agreement will be replicated in the Producer and/or Distributor’s relevant licensing arrangements, (for example the requirement for the Commercial VOD service to provide warranties that it shall not, whether in or outside the UK, through its acts or omissions, bring the Programme or the BBC into disrepute or infringe the BBC Guidelines). For the avoidance of doubt this includes responsibility for compliance and subsequent withdrawal from the market in the event that an episode or series is considered sensitive.

2. Any licensed Commercial VOD service shall be regulated by Ofcom or warrants to fully adhere to the Ofcom Broadcast Code and associated guidelines (including any advertising and watershed policies).

3. BBC’s approval over the identity of the Commercial VOD platform and the licence period granted in order to take into account BBC public service needs.

4. The Producer and/or Distributor shall be fully responsible for clearing all associated underlying rights (including music) to enable the Commercial VOD service to freely exercise the rights granted to it by the Producer and/or Distributor.

5. To comply with the BBC’s Third Party Brand and Design Commercial Guidelines (login details available from BBC Business Affairs contacts), which for the avoidance of doubt includes the following requirements:

- a CBeebies or CBBC Channel logo on the pre-selection artwork,
- the channel branded ident at the start of the programme asset and
- the CBeebies or CBBC logo on the end board.
- A CBBC or CBeebies digital on-screen graphic (DOG) on the programme asset is also required where applicable.
- for the programme to be included in a CBBC or CBeebies branded area on an SVOD platform where this category previously exists.