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**S4C Clips and Rushes Policy**

July 2016

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## 1. Introduction

When S4C licenses a programme from a Producer based on the General Terms, S4C acquires an exclusive licence of rights in the UK for the licence period. During the licence period, a Producer should not sell any Clips or Rushes from an S4C Programme to any third party in the UK without S4C's prior written approval, except as noted below.

If the Producer wishes to make use of Clips or Rushes in circumstances that do not fall within this policy, the Producer should contact S4C in order to seek special permission from S4C.

S4C is open to working with Producers in their use of Clips and Rushes, however this must be weighed against protecting S4C's investment in S4C Programmes. To this end, S4C may grant or withhold permission for use beyond what is permitted in this note at its own discretion.

Set out below are the principles that outline how Clips and Rushes can be:

- (i) used by S4C in line with the General Terms without further permission from the Producer; and
- (ii) used and distributed by the Producer during the S4C licence period, without the need to seek permission from S4C.

Clips are defined in this policy as follows (to include Rushes):

**Clips** – an excerpt, extract, portion or clip of a Programme or material created in connection with or during the Programme's production period (Rushes), including outtakes, still pictures, soundtracks without pictures and visual materials, in each case whether with or without a soundtrack.

## 2. Use of clips by S4C

During the Licence period, the Producer gives S4C:

- (i) the right to use Clips and to allow third parties to use Clips in promotional material for S4C Programmes, S4C Services and S4C corporately on all platforms and in all media world-wide in accordance with the Promotional Rights without making any further payment to the Producer or any third party, with the exception of any royalties payable to actors, writers and musicians in accordance with agreements with Equity, WGGB and the MU, and appropriate clearances for the use of music and any other payments about which the Producer informs S4C in writing;
- (ii) the right to broadcast or make the Clips available as part of any television programme or otherwise as is noted in the Clip Policy;
- (iii) the right to exploit and allow the use of Clips in new programmes for the S4C Services in accordance with paragraph 6 below, and to exploit such programmes and all parts of them in all media upon payment of the relevant Clip Fee, in accordance with the Clip Fees as set out in Schedule 1, where relevant;
- (iv) the right to include Clips of up to five (5) minutes on websites, interactive sites and any other medium or platform in connection with the S4C Services, whether now known or hereafter devised, in perpetuity, subject to appropriate third party payments where the use is not promotional use.



### 3. Clips on websites – promotional use

The Producer has the right to use Clips on the Producer’s website(s) or third party websites for the purposes of:

- (i) promoting an S4C Programme and S4C’s broadcast(s) of an S4C Programme at any time; and/or
- (ii) promoting the Producer’s work on the Producer’s corporate website

on the condition that the total amount of the Clips is not more than 10% of the actual length of the Programme or any episode, or a maximum of five (5) minutes, whichever is shorter.

The Producer will ensure that any such use includes a credit to S4C as the Programme’s broadcaster and, where appropriate, details of the date and time that the Programme will be broadcast on S4C services. The Producer will contact S4C’s marketing department to secure the correct information about the programme’s broadcasting schedule.

### 4. Clips on third party websites – non-promotional

If a Producer wishes to enable a third party website (i.e. a website that is at arm’s length from the Producer, with the exception of the Producer’s Facebook, Twitter accounts and so on) which is available in the UK to use a Clip in a way that does not promote S4C’s broadcast of an S4C Programme within the Licence Period, the terms below will apply:

4.1 the Producer cannot permit use of a Clip of any S4C Programme before S4C’s first broadcast of an S4C Programme, except where the Clip is used to promote S4C’s broadcast of an S4C Programme;

4.2 the Clip length can be no longer than below:

Type of Clip	Maximum length of the Clip per 30 minutes of programming
A single Clip that is not a music performance	3 minutes
Music performance	30 seconds

4.3 the total amount of Clips is no longer than 10% of the actual length of the Programme or any episode, or a maximum of five (5) minutes, whichever is shorter;

4.4 the Producer will charge a clip fee to the owner or controller of the third party website;

4.5 the Producer will pay 25% of the clip fee and any other net income that it receives to S4C;

4.6 the Producer will inform the programme’s S4C Business Affairs contact in advance of any arrangements to exploit Clips on any third party website, and S4C will have the right to refuse permission at its own discretion;

4.7 the Producer will not use the Clips in a way that is intended to be, or is defamatory of or that parodies an S4C programme;



- 4.8 the Producer will be responsible for placing responsibility on the Clip's user to pay any third party residual payments;
- 4.9 the Producer will make it a condition of the licence that to use the Clip, the third party must credit S4C on the third party website; and
- 4.10 the Producer will keep a record of all use of Clips by third parties and will report annually to S4C on sales and the percentage of income owed to S4C. See the report [template](#) in Schedule B.

## 5. Clips in a new S4C programme

If a Producer uses a Clip of a Programme that belongs to that Producer in a new programme for S4C at any time, whether within the Licence Period or following expiry of the Licence Period, the Producer will not include a clip fee in the new programme's budget nor charge S4C in any way for the inclusion of such clips, except for the actual and necessary editing costs for the new programme.

## 6. Third party clips in a new S4C programme

If Producer A has created a programme for S4C in the past and Producer B wishes to use a Clip of that programme in a new programme, the terms below will apply:

- 6.1 Producer B will be expected to contact Producer A to ask permission to use the Clip in advance and in good time, taking into consideration the requirements of the new programme's production schedule. S4C will expect Producer A to provide such permission in a timely manner and within at least five (5) Working Days from receiving such a request (or endeavour to provide the Clip within 24 hours of receiving a request where the request for a Clip is in relation to a news or current affairs programme which has a tight production period), unless Producer A has a valid reason for refusing permission to use the Clip; if Producer A wishes to refuse such permission, it will need to explain the reasoning to S4C's Legal Department following a request for such an explanation. If Producer A does not provide such permission or refuse permission in writing within five (5) working days from receiving a written request, such permission will be judged to have been given;
- 6.2 Producer B can ask either S4C or Producer A for a copy of the Clip. Where the request is made to S4C, S4C will provide Producer A with a copy of the Clip on the condition that use of the Clip is subject to Producer B ensuring written permission from Producer A or evidence that a request for permission has been made to Producer A, with a note of confirmation that Producer A has not responded within the period of five (5) Working Days. Such evidence will need to be submitted to S4C as part of the Programme's paperwork. Should Producer A refuse permission to use the Clip, Producer B should not use the Clip and should discuss further with S4C;
- 6.3 except as noted in 6.4 below, Producer B will ensure payment to Producer A in accordance with Schedule 1 within thirty (30) days of the broadcast of the new programme. If no such payment is made, Producer A will have the right to claim the appropriate Clip Fee directly from Producer B; S4C will not be under any liability to pay any Clip Fee to Producer A;



- 6.4 Producer A will have no right to a Clip Fee when the use by Producer B is for the purpose of creating a programme for the S4C Services that is an educational programme, a programme for Welsh learners which encourages learners to watch S4C programmes, or a programme which reviews or promotes S4C programmes; and
- 6.5 Producer B will be responsible for paying any third party residuals that are part of the Clip.

## 7. Clips in other broadcasters' programmes

If a Producer wishes to use a Clip of a Programme that belongs to that producer in a new programme for another broadcaster in the UK within the Licence Period, the terms below will apply:

- 7.1 the Producer cannot permit use of a Clip of any S4C programme before S4C's first broadcast of the S4C programme (except where the Clip is used to promote S4C's broadcast of the S4C programme);
- 7.2 the Clip length can be no longer than below:

Type of Clip	Maximum length of the Clip per 30 minutes of programming
A single Clip that is not a music performance	3 minutes
Music performance	30 seconds

- 7.3 no more than 25% of the length of any new programme for a third party broadcaster shall be created from Clips of any S4C Programme or from any series of an S4C Programme;
- 7.4 unless explicitly agreed otherwise by S4C in writing in advance, no more than 1 Clip of any 30 minute programme and no more than 2 Clips of any 60 minute programme should be included;
- 7.5 the Producer will include a clip fee in the budget of the new programme that is made for a third party broadcaster;
- 7.6 the Producer will pay 25% of the clip fee and any other net income resulting from the use of the Clips to S4C;
- 7.7 the Producer will inform the S4C's Business Affairs department in advance of any arrangements to exploit Clips within a programme for a third party broadcaster;
- 7.8 the Producer will not use the Clips in a way that is intended to be, or is defamatory of or that parodies an S4C programme;
- 7.9 the Producer will be responsible for paying any third party residual payments; and
- 7.10 the Producer will make it a condition of the licence for use of the Clip, that the other broadcaster must broadcast a credit for S4C on any new programme.



## **Schedule 1**

### **Clips Fees for use by a third party of a Clip in a new Programme for S4C**

Where the producer of a new S4C programme is different from the producer of the programme for which the Clip was filmed, the original producer may charge the following Clip Fees:

1. For a clip of a programme in a new programme – a fee of £50 per minute for unlimited use by S4C of the new programme on the S4C services.
2. For a clip of raw material/rushes (usual) in a new programme – a fee of £100 per minute for unlimited use by S4C of the new programme on the S4C services.
3. For a clip of raw material of enhanced value in accordance with the definition in TAC's Archive Policy (Appendix 2, paragraph 2.8) – a fee of £250 per minute for unlimited use by S4C of the new programme on the S4C services.

Where S4C or another producer is required to provide the Clip, please note that the contributors' clearing costs and any reasonable research costs and transfer costs are in addition to the Clip Fees and should be budgeted as part of the new programme's costs.

### **Clip Fee for other use by the Producer**

To be priced by the Producer in line with the market's usual terms.



## Schedule 2

[REPORT TEMPLATE](#) (please click)