



# Broadcasting Act 1981

## 1981 CHAPTER 68

### PART I

#### THE INDEPENDENT BROADCASTING AUTHORITY

##### *Provisions applying to all contracts for programmes*

#### **21 Provisions to be included in contracts for programmes.**

- (1) The contracts between the Authority and the various programme contractors shall contain all such provisions as the Authority think necessary or expedient to be inserted for complying and securing compliance with the provisions of this Act and any restrictions or requirements imposed thereunder in relation to the programmes provided by the programme contractors.
- (2) Without prejudice to subsection (1), every contract between the Authority and a programme contractor—
  - (a) shall contain a provision reserving to the Authority an absolute right to serve on the programme contractor such a notice as is mentioned in subsection (3) if, in view of any breaches by the programme contractor of his obligations under his contract with the Authority, the Authority, after giving the programme contractor a reasonable opportunity of making representations with respect to the matter, think it necessary to do so; but
  - (b) shall be such as to secure that no notice can be given in pursuance of a right reserved in accordance with paragraph (a) unless the programme contractor has broken the contract on at least three occasions and, in respect of each of those breaches of contract, has received from the Authority written particulars of the breach within one month from the time when the breach came to the notice of the Authority.
- (3) The notice referred to in subsection (2)(a) is a notice in writing, taking effect forthwith or on a date stated in the notice, to determine or suspend for such period as may be specified in the notice, or until a further notice is given, the Authority's obligation to transmit the programmes supplied by the programme contractor (without prejudice,

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*Changes to legislation: There are currently no known outstanding effects for the Broadcasting Act 1981, Section 21. (See end of Document for details)*

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however, to the programme contractor's obligations as to the supply of programmes up to the date when the notice takes effect).

- (4) Where a notice is given in pursuance of a right reserved in accordance with subsection (2)(a), the programme contractor shall not be entitled to any compensation from the Authority, or to any refund of any sum previously paid by him, or to any relief from any liability which has accrued at the date when the notice takes effect for any sums payable by him to the Authority.
- (5) Without prejudice to the power of the parties to agree upon any wider form of arbitration provision, every contract between the Authority and a programme contractor shall be such as to secure that any dispute—
  - (a) whether an alleged breach of which the programme contractor has received written particulars is a breach of the contract for the purposes of the provisions included in the contract in pursuance of subsection (2)(b), or
  - (b) whether the written particulars were received from the Authority within one month from the time when the breach came to the notice of the Authority,shall be determined by arbitration.
- (6) Every contract concluded between the Authority and a programme contractor shall contain all such provisions as the Authority for the purposes of the discharge of their functions think necessary or expedient to ensure that the programme contractor—
  - (a) if so required, will provide the Authority in advance with scripts and particulars of the programmes or any part thereof (including advertisements) and of full details of the technical arrangements for obtaining visual images and sounds which are to form the programmes or any part thereof;
  - (b) if so required, will make visual and sound records of the programmes or any part thereof (including advertisements) and produce them to the Authority for examination or reproduction;
  - (c) will provide the Authority with such declarations, returns, documents and other information as the Authority may require;
  - (d) in particular, if so required, will provide the Authority with information as to the costs incurred by the programme contractor in providing the programmes or any part thereof (including advertisements) and his receipts from advertisers;
  - (e) if so required, will give reasonable facilities to the Authority for inspecting the books, accounts, records and other documents kept by the programme contractor for the purposes of any business carried on by him, and for taking copies of, or of any part of, any such documents.
- (7) Without prejudice to subsection (1) of this section, every contract between the Authority and a programme contractor shall contain such provisions as the Authority think necessary or expedient to ensure compliance by the programme contractor with any request to which section 56(6) applies which may be made to him by the Broadcasting Complaints Commission.
- (8) The provisions of this section relating to breaches of contract on the part of programme contractors shall be without prejudice—
  - (a) to the right of the Authority to accept as a repudiation by a programme contractor any breach of contract by the programme contractor going to the root of the contract, and
  - (b) to any other remedies of the Authority for the enforcement of their rights in respect of contracts with programme contractors,

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and shall not, except as expressly provided therein, affect the jurisdiction of any court in respect of such contracts.

**Modifications etc. (not altering text)**

- C1** Ss. 21–25 modified (*temp.* ending with 31.12.1992) by Broadcasting Act 1990 (c. 42, SIF 96), s. 129, Sch. 11 Pt. II paras. 2(2)(b), 4(4), **5**
- C2** Ss. 21–25 modified by Broadcasting Act 1990 (c. 42, SIF 96), s. 129, **Sch. 11 Pt. IV para. 2(3)(b)(4)**
- C3** S. 21(1)(6)(a)(b)(7) extended by Cable and Broadcasting Act 1984 (c. 46, SIF 96), ss. 44(1), 55(1), **Sch. 4**

**Changes to legislation:**

There are currently no known outstanding effects for the Broadcasting Act 1981, Section 21.