



Channel Four Television Corporation

Code of Practice for Commissioning Programmes from Independent Producers

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1. Introduction

- 1.1 This is the third edition of the Code of Practice adopted by Channel Four Television Corporation ("Channel 4") regarding the commissioning of programmes from independent producers. It replaces the second edition of the Code of Practice published in 2010. The first edition was published in 2003.
- 1.2 This third edition of the Code of Practice is published to reflect the changes to **Ofcom's Guidance for Public Service Broadcasters in drawing up Codes of Practice** ("Ofcom's Guidance") for commissioning from independent producers. Ofcom's Guidance was updated in July 2025 to reflect changes introduced by the Media Act 2024.
- 1.3 Channel 4's Code of Practice is based on the following key principles, all of which are designed to support the creative and commercial aspirations of Channel 4's supply base:
 - Clarity over the different categories of rights that Channel 4 is seeking to secure in programmes it commissions from independent producers.
 - Clarity over the duration for which Channel 4 seeks to secure these different categories of rights.
 - Clarity over the prices that Channel 4 is willing to pay for these different categories of rights.
 - Clarity over Channel 4's participation in other programme income.
 - A clear commissioning process and structure for conclusion of negotiations.
 - Provisions for monitoring the application of this Code and resolving any disputes.
- 1.4 Channel 4 will make producers aware of this Code of Practice before negotiations have commenced and ensure all relevant documents are readily available and easily accessible.

2. The Scope of Channel 4's Code of Practice

- 2.1 This Code of Practice aims to provide a clear, high-level framework for Channel 4's dealings with independent producers as required by Section 285 of the Communications Act (2003). It is not, however, a comprehensive set of terms of trade, which Channel 4 publishes separately from time to time in consultation with PACT. Please see Channel 4's current ("**Terms of Trade**") for commissions for the Channel 4 Service and More4 Service, and the associated ("**Commissioning Agreement**").
- 2.2 The policies set out in this Code of Practice will apply to all commissions from Qualifying Independent Production Companies (as defined in Section 3 of The Broadcasting (Independent Productions) Regulations 2025) ("Producers") for Channel 4's core public service channel (the "Channel 4 Service") and for commissions on its digital channel More 4 (the "More 4 Service") and its designated internet programme service ("Channel 4 Streaming") where Channel 4 intends the commissioned content to be included in its programming quota for independent production.
- 2.3 Though under the regulatory framework, this Code of Practice does not apply to Channel 4 Productions or to companies within the Creative Investment Fund, Channel 4 commits to applying to those entities both Section 4 "Channel 4's Commissioning Process", and where applicable, provisions for monitoring the application of this Code and dispute resolution as set out in Section 5.
- 2.4 Finally, on the occasions where Channel 4 develops a programme format or treatment internally before briefing a Producer in relation to commissioning content whether to be broadcast on the Channel 4 Service, More 4 Service, or Channel 4 Streaming, Channel 4 reserves the right to depart from the position established in this Code of Practice regarding the rights position and level of net revenue participation that Channel 4 will expect from the project, in recognition of Channel 4's role in leading the creation of the underlying intellectual property in the programme.

3. Rights Secured in Channel 4's Commissioned Programmes

3.1 Introduction

- 3.1.1 Channel 4's approach is centred around the principle of creative and commercial partnership. Commissions will predominantly be on the basis of our standard terms of trade, however, tailored, bespoke deals may occasionally be considered.
- 3.1.2 The principles outlined in this Code where applicable are minimum terms to be offered to all Producers. There will, however, be times when, by mutual agreement, Channel 4 and a Producer will agree terms for a commissioned programme which vary from the minimum terms established in this Code. The purpose of the minimum terms is to allow for Channel 4 to innovate and operate in an agile way to meet audience needs in UK/Eire ("the Territory") and for Producers to innovate and operate in an agile way outside the Territory.

3.2 Primary Rights and Secondary Rights

- 3.2.1 As its Primary Rights, Channel 4 will acquire a licence to exploit all media rights in any programme commissioned from a Producer (or any parts of the programme) in the Territory on Channel 4 services and third-party platforms.¹
- 3.2.2 This grant of rights:
- Shall be for a limited licence period as set out in the relevant Channel 4 terms of trade (including the duration of the licence for returning series);²
 - Shall cover the uses that Channel 4 requires across all Channel 4 services and channels and third-party platforms including but not limited to linear repeats, FAST channels, and publishing on Channel 4 Streaming (for illustrative example including YouTube and similar social platforms). The relevant terms of trade shall state whether and when any further payment from Channel 4 is required for further uses;³
 - Shall cover all rights in the format for Channel 4 to exercise its rights in the programmes; and support rights including: interactive television rights, premium rate telephony service rights (PRTS), support site rights, synopsis rights, the right to permit the programmes to be viewed on British Forces bases outside the Territory and on the Community Channel, and commercial clip rights targeted at the Territory,⁴ as set forth in the Commissioning Agreement;⁵ in addition, Channel 4 shall have an exclusive right to recommission further programmes on the same terms (other than financial terms which shall be agreed in good faith);⁶
 - Shall encompass all and any rights required to publicise and promote the programme or Channel 4 services and channels in all media within the Territory including distributing publicity and promotional materials (save that use of extracts of the programme shall not be geo-blocked to the Territory);⁷

¹ Paragraph 2, [Terms of Trade](#).

² Paragraph 4, [Terms of Trade](#).

³ Paragraph 5(c), [Terms of Trade](#).

⁴ Paragraph 6(iv), [Terms of Trade](#).

⁵ Clause 1(a) Definitions, [Commissioning Agreement](#).

⁶ Paragraph 8(a)(i), [Terms of Trade](#) sets out the duration and operation of Channel 4's right to recommission.

⁷ Paragraph 6 (i)-(iii), [Terms of Trade](#).

- Shall not enable Channel 4 to act as a distributor on third-party platforms of a single title or single series of programmes for a licence fee.⁸
- 3.2.3 All rights not currently falling within the Primary Rights will be seen as being part of the Secondary Rights, which will therefore include:
- International distribution rights in the whole programme via any media platform;
 - Any consumer products rights (e.g. DVD, DTO (following the expiry of the relevant holdback), publishing, merchandising etc.) in the Territory and internationally; and
 - Secondary television sale rights in the Territory.
- 3.2.4 Secondary Rights are generally available for exploitation in the Territory on expiry of Channel 4 exclusivity in the programmes other than consumer product rights⁹ which are available for exploitation following the first Channel 4 usage of the last episode of the programme; and outside the Territory following the first Channel 4 usage of the programmes; and in accordance with the Commissioning Agreement.¹⁰
- 3.2.5 Secondary Rights will as standard be retained by the Producer (subject to any provisos set out in this Code and unless agreed otherwise in the relevant terms of trade) and Producers will be put under no obligation by Channel 4 to discuss or accept a commercial relationship with Channel 4 for the exploitation of these rights as part of any Primary Rights negotiation. In the event that a Producer does wish to discuss commercial terms with Channel 4 for the exploitation of Secondary Rights then the negotiation will be at arm's length and at the Producer's discretion.
- 3.2.6 Channel 4 reserves the right to review the balance between Primary and Secondary Rights from time to time (subject to Ofcom's approval) to take account of any significant market developments and in particular to establish the appropriate rights' categorisation for any new distribution technologies and to take account of changing audience demand or needs.

3.3 The Channel 4 Licence Periods for Primary Rights and Exclusivity

- 3.3.1 Under its Terms of Trade Channel 4 will be granted a minimum 3-year licence period for the Primary Rights and for returning series the licence period will continue until the end of the licence period of the final series commissioned.
- 3.3.2 Channel 4 shall have exclusivity in the Territory in all media in the programme (and any extracts or other material) for a minimum twelve-month period from first use of the last episode of the programme. For returning series the minimum exclusive period for each series shall be
- a. twelve months; or
 - b. 30 days after the date of first use of the last episode of the next series, whichever is the later.¹¹

⁸ Paragraph 5(b), Terms of Trade.

⁹ Consumer products being merchandising, publishing, music publishing, record and stage rights

¹⁰ Taking into account paragraph 2.36 of Ofcom's Guidance, Channel 4 has negotiated its minimum exclusivity periods with Pact to remove a general discretionary approach to holdback release for exploitation of secondary rights, and to enable early exploitation by Producers at defined periods of time earlier than standard in the UK secondary market. Further detail is set out in Paragraph 7, Terms of Trade and Appendix 2, Section 7, Commissioning Agreement.

¹¹ Paragraph 7, Terms of Trade

- 3.3.3 Channel 4 shall have the option to extend exclusivity for a limited number of further periods on payment of a percentage of the Primary Rights licence fee as set out in the relevant terms of trade.¹²
- 3.3.4 Should Channel 4 exercise its option to extend exclusivity this may also act as a single extension of the licence period where the licence period would otherwise expire.¹³
- 3.3.5 Channel 4 shall have exclusivity in its format licence in the Territory against exploitation of the format or changed format rights which shall expire after a defined period once Channel 4 stops commissioning programmes based on such format. The period shall run from the date of Channel 4's first use of the last episode of the programme, and the length of such period, which might vary depending on whether Channel 4 wishes or does not wish to recommission, is set out in the relevant terms of trade.¹⁴

3.4 Alternative Deal Structures

- 3.4.1 Channel 4 believes that the majority of Producers will seek to pursue a deal based on the relevant terms of trade and the rights outlined above. However, Channel 4 is willing to discuss a range of alternative deal structures that the Producer may see as preferable. For example, the Producer and Channel 4 may wish to set up a programme or series of programmes as a co-production whereby each of Channel 4 and the other broadcaster/partner both contribute funding, and in such cases the broadcasters' respective rights positions and revenue participations may be negotiated on a case-by-case basis. Furthermore, the Producer may cash flow productions in the circumstances referred to in section 4.4 of this Code.
- 3.4.2 The arrangements relating to Primary and Secondary Rights may not apply to commissions where rights are acquired by Channel 4 from a third party and not the Producer (e.g. Sports programming and live events), and where the programme is based on a format acquired by Channel 4.

3.5 Pricing

- 3.5.1 To enable Producers to assess the relative value of the Primary Rights to Channel 4 in any potential programme commission, Channel 4 undertakes to publish an indicative tariff of the prices it expects to pay for Primary Rights. The tariff will establish a range of indicative prices for the cost of Primary Rights for Channel 4 programmes, reflecting cost variations by genre.
- 3.5.2 The tariff is intended as an initial indication of the likely level of funding available from Channel 4 for the Primary Rights for a commissioned programme. This is based on what Channel 4 would expect to pay for similar programmes, based on actual experience in recent years.
- 3.5.3 The final price agreed between Channel 4 and the Producer for the Primary Rights will be determined based on the programme's editorial specification and, in some cases, a review of the budget.

¹² Paragraph 7(a)(iii), Terms of Trade.

¹³ This would be the one automatic right to extend the licence period in accordance with paragraph 2.34 of Ofcom's Guidance.

¹⁴ Paragraph 8, Terms of Trade.

- 3.5.4 The value of Primary Rights to Channel 4 will be influenced by a range of factors, which include but are not limited to:
- Level of editorial ambition and complexity;
 - Use of on- and off-screen talent;
 - Detailed schedule requirements;
 - Number of episodes in a series;
 - Whether the programme is a new or returning series;
 - Use of archive material; and
 - Whether it is a UK or overseas production.
- 3.5.5 Channel 4 expects that prices for Primary Rights will fall within the published tariffs. However, prices outside the range indicated within the tariff may be agreed in the case of co-productions, partnerships with distributors, or where other exceptional circumstances pertain.
- 3.5.6 Once Channel 4 has agreed a price for Primary Rights with a Producer, it is expected that this price will not change before or during production, unless, in exceptional circumstances, the Producer and Commissioning Editor agree in writing to changes in the editorial specification, and such changes can be demonstrated to have increased costs and cannot be accommodated in the contracted price.
- 3.5.7 Channel 4's indicative tariff provides the range of prices within which Channel 4 expects the large majority of its commissioned programmes to fall. The upper price of the range is to be regarded as the maximum price Channel 4 is likely to pay in a given genre other than for projects of exceptional editorial ambition and scale. Equally, whilst Channel 4 expects the majority of projects to fall within this range, lower prices may occasionally be offered for specified projects. Therefore, the tariff is to be regarded as an indicative and initial guide to help Producers develop programme proposals and budgets, rather than as a restrictive or binding list of definitive prices.
- 3.5.8 As part of the overall Primary Rights package (outlined in section 3.2) Channel 4's specific transmission rights will include the following minimum clearances:
- i. 2 fully cleared transmissions on the Channel 4 Service or 8 Play days on the More4 Service (each play day being up to 2 transmissions on the More4 service within a continuous 24-hour period);
 - ii. Use on catch-up services (e.g. by way of illustration only, +1, HD and 4Seven); and
 - iii. VOD Rights for a minimum of the first 30 days from Channel 4's first use.
- 3.5.9 Channel 4 shall also be entitled to require the Producer to pre-clear further uses as part of the production budget.

- 3.5.10 Channel 4 will review the indicative tariff from time to time and adjust it as required taking into account any relevant factors which may impact on the value of the Primary Rights. Such factors may include changes to editorial strategy, additional delivery requirements, or relevant industry-wide production cost changes.

3.6 Revenue Participation

- 3.6.1 Channel 4 has always recognised the collaborative nature of its commissioning process and the value that both the Producer and Channel 4 bring to a programme through their joint involvement.
- 3.6.2 Channel 4 will expect to participate in net revenues generated through the exploitation of Secondary Rights (subject to any agreed recoupment where applicable – for example approved deficit financing, agreed overspend etc.). The actual level of Channel 4's revenue share will be determined through the relevant terms of trade and individual commercial negotiation.
- 3.6.3 Where Channel 4 is a participant in the revenues from the exploitation of its commissioned programmes, it reserves the right to audit the rights' exploitation activities undertaken by its Producers and their representatives, in accordance with normal commercial practice, to ensure that revenues are maximised and distribution costs are not in excess of market rates.



4. Channel 4's Commissioning Process

4.1 Commissioning Process Overview

- 4.1.1 Channel 4 aims to maintain best-in-class standards in all its dealings with its Producers, making commissioning decisions impartially and based on merit (taking into consideration the quality of the creative ideas, alignment with our current commissioning strategy and briefs, price, and confidence in the supplier's ability to deliver).
- 4.1.2 As standard, Channel 4 operates a clear commissioning process on a "rolling" basis throughout the year (as opposed to through scheduled offer rounds), and will aim to make a final decision to commission a title as soon as is reasonably possible. Channel 4's commissioning process is based on 4 key stage-gates – one of which is an optional stage-gate dependent on whether a project requires development funding. In order:
- (Optional) Agreement for development funding;
 - Editorial Approval;
 - Business Approval (formal greenlight); and
 - Contract Signing



4.2 From Producer Pitch to Editorial Approval

- 4.2.1 Channel 4 will publish a clear indication of its commissioning priorities, briefs, requirements, practices and procedures on its **4Producers** website.
- 4.2.2 The 4Producers website will contain clear and up-to-date guidance on how to pitch to Channel 4. New ideas should be submitted through the **4Ideas** electronic portal. Producers can also access up-to-date guidance from the **Pitching to us** page and in the commissioning briefs: **All Current Briefs | Channel 4**.
- 4.2.3 Channel 4 will acknowledge receipt of new ideas submitted through 4Ideas immediately, and provide an initial response and indication of next steps within 6 weeks for unscripted genres, and within 10 weeks for scripted genres.
- 4.2.4 Where there is interest in a Producer's proposal or pitch, Channel 4's Commissioning team will contact the Producer to discuss further. Discussions may also involve members of Channel 4's Commercial Affairs team to establish indicative pricing and rights positions.
- 4.2.5 Once sufficient detail has been confirmed, a Commissioning Editor will seek Editorial Approval from the accountable Director of Programmes or Director of News, Digital & Audience Trust, usually via a Routine Meeting which is held regularly for every genre throughout the year.

4.2A Development Funding

- 4.2A.1 Channel 4 recognises that many Producers will self-fund some level of development in order to pitch a programme idea. However, if requested by the Producer, or where Channel 4 requests additional development beyond what is needed for an initial review of the idea, Channel 4 will consider offering additional development funding.
- 4.2A.2 The optional agreement and advance of this development funding will happen ahead of Editorial Approval.
- 4.2A.3 If Channel 4 funds development, Channel 4 will have an exclusive minimum 6-month option to commission the programme once development is completed. If Channel 4 does commission the programme, the cost of the Channel 4 development funding must be accounted for within the final price that is ultimately agreed.
- 4.2A.4 If Channel 4 funds development, but the programme is ultimately commissioned by another party, Channel 4 will seek to recoup its investment.

4.3 From Editorial Approval to Business Approval

- 4.3.1 Following Editorial Approval, Channel 4 will ensure Producers have access to a pro-forma Editorial Specification document via the Channel 4 Producers Portal: **Login**. Producers should use this to detail specifics relating to the project such as editorial content (eps, duration, key talent etc.) and production details (including regionality). Note the sharing of documentation does not signal a programme has yet been formally commissioned.

- 4.3.2 The Production Finance Manager will discuss all pricing and budget issues, including whether the deal is a fixed price deal which may not entail scrutiny of budgets. Channel 4's Production Finance Managers will review the budget and submit an initial response to Producers within ten working days. Channel 4 will discuss with Producers prior to Business Approval whether it will cashflow the production of its commissioned programmes or whether cash flowing productions through third party financiers will be required, being either a bank with which Channel 4 has a pre-existing approach in respect of their funding of programme costs on behalf of Producers, or another financier introduced by the Producer. Such arrangements will be subject to Channel 4's approval.
- 4.3.3 Producers should submit their confirmed proposal of price at the same time as the Editorial Specification. This price proposal should reflect all discussions held with Channel 4's Production Finance team, including any additional detail of deficit or alternative funding arrangements.
- 4.3.4 The Business Affairs team will also be available to discuss rights, co-production, talent and any other contractual issues. However, rights are expected to align with the position in this Code of Practice unless an alternative deal structure is in place at the point of commission.
- 4.3.5 Once the Editorial Specification, budget and any relevant contractual issues are agreed, the programme will move to secure Business Approval - the exact route for which is dependent on the project's price. Channel 4 will confirm the agreed route for approval with the Producer and keep them updated on progress.
- 4.3.6 Upon receiving Business Approval, the project is confirmed as commissioned. However, no contractual commitment will exist, or funds released until the contract has been signed by both Channel 4 and the Producer.

4.4 From Business Approval to Contract Signing

- 4.4.1 Where rights align with the position in the relevant terms of trade, Channel 4 will endeavour to issue a draft contract within 10 working days after the date on which the project receives Business Approval.¹⁵ Any start to production ahead of the Producer signing and returning the contract will be at the Producer's risk, with Channel 4 accepting no financial liability until this point.
- 4.4.2 Where Producers are supplying deficit finance against Secondary Rights, Channel 4 will provide cashflow commensurate with its budget contribution (either directly or through third party financiers as set out above) and will require sufficient safeguards to ensure the security of the deficit finance provision.

¹⁵ Where the rights position is non-standard, or where productions are cash-flowed through third-party financiers, the timetable will depend on the specific circumstance of the negotiated arrangement.

4.5 Producers' Commitments

4.5.1 Channel 4 expects Producers to meet certain standards, namely that they ensure all involved with a production comply with all applicable legislation at all times, and follow the policies, codes and guidelines as shared with them and published upon the:

- 4Producers website (<https://www.channel4.com/4producers>);
- 4Compliance hub (<https://www.channel4.com/4compliance>); and
- Channel 4's Corporate Supplier Policies and Standards webpage (<https://www.channel4.com/corporate/about-4/operating-responsibly/suppliers/channel-4-supplier-policies-and-standards>).

5. Monitoring the Application of Channel 4's Code of Practice

- 5.1 Channel 4 will engage with Ofcom periodically to review the operation of the Code. As required by Ofcom, Channel 4 collects and retains information in order to demonstrate compliance with this Code, and its management of any disputes relating to it.
- 5.2 Disputes in this context refer only to exceptional circumstances where a Producer can demonstrate that, in the course of negotiation regarding a specific commission, Channel 4 has clearly breached the principles established in its Code of Practice. This dispute resolution process does not encompass disputes arising in the normal process of commercial negotiation, nor where the complaint relates to Channel 4's obligation to ensure fair competition between Channel 4 in-house production and external suppliers, set out in Channel 4's **Commissioning Guidelines**.
- 5.3 The Commissioning Operations Department will handle complaints from Producers, working to the Director of Commissioning Operations, who will investigate and resolve disputes. Unresolved disputes will be referred to the accountable Director of Programmes or Director of News, Digital & Audience Trust and the Chief Executive.
- 5.4 Should this process not have resulted in a resolution of the dispute, the Producer will have the right to present its case as to how it believes Channel 4 has been in breach of the Code to a Non-Executive Director of the Corporation, nominated by Channel 4. Channel 4's Non-Executive Directors are appointed by Ofcom with the approval of DCMS and can therefore be relied upon to act independently and with absolute integrity. This will be the final appeal forum, and Channel 4 and the Producer will both agree to be bound by the outcome of this process.

For further information, please contact the 4Producers team at **4producers@channel4.co.uk**

