

## **S4C Commissioning Code of Practice**

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This Code of Practice (the Code) is intended to provide guidance to the independent television production sector about the key principles and processes applied by S4C in the commissioning of content for publication on the S4C linear channel and/or on S4C Clic<sup>1</sup>. The code has been prepared in accordance with the requirements of section 10, Part 2, Schedule 12 of the Communications Act 2003 and Ofcom's [Guidance for Public Service Broadcasters on Commissioning Codes of Practice \(22 July 2025\)](#)

This Code replaces the previous versions of the Code published in 2010 and 2018. It will be published on the [S4C Producers](#) site and highlighted to production companies on S4C's commissioning portal, [Cwmwl](#) (please see paragraph 2 below).

### **1. Core principles**

S4C's public service remit pursuant to the Communications Act 2003 (as amended) includes the provision of a broad range of high quality and diverse audiovisual content in a service in which a substantial proportion of the content is in Welsh<sup>2</sup>.

S4C is the only dedicated Welsh language television channel in the world. It does not have the resources to produce programmes in-house, and so S4C commissions the majority of its original content from the independent production sector, save for content supplied to S4C by the BBC pursuant to the Broadcasting Acts 1990 and 1996, a limited amount of acquired content, digital news content and some short-form and promotional social media content.

In order to fulfil its key statutory functions, S4C has a unique role in ensuring that an independent production sector with Welsh language capabilities continues to operate effectively and efficiently. It is in the interests of S4C and its audiences to encourage and enable investment and innovation in Welsh language content.

This Code reflects S4C's intention that all dealings with the independent production sector should be fair, consistent and clear.

S4C commits to deal with the sector in an environment where there is mutual respect and due regard to confidentiality. S4C will consult with TAC and the independent production sector prior to publishing new or amended Terms of Trade and/or General Terms.

This code does not apply to excluded content as set out in paragraph 4.9.

"Online-only" content may be produced for a variety of platforms, including YouTube and social media. However, for this Code to apply to the "online-only" content, S4C must intend to publish it on S4C Clic. Therefore, the Code would apply to content

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<sup>1</sup> This Code of Practice does not apply to content commissioned by S4C exclusively for services other than S4C's linear channel and/or S4C Clic, e.g. web-sites, video-on-demand or mobile applications. Most but not all content published by S4C on S4C Clic will also be published on the BBC iPlayer. We refer only to S4C Clic in this Code in view of the definition of "qualifying audiovisual service" (section 278(B)(6)) Communications Act 2003)

<sup>2</sup> Communications Act 2003 (as amended) Schedule 12

<sup>3</sup> Nevertheless, digital content which is supplementary to programmes commissioned for broadcast or publication on S4C Clic will be processed as part of the programme idea.

commissioned for publication on both S4C Clic and YouTube; it would not, however, apply to content commissioned for publication solely on YouTube<sup>3</sup>.

## **2. Commissioning Process**

S4C's commissioning process is led by its online portal, [Cwmwl](#). This is the system which starts the discussion between companies and S4C's commissioning team and enables producers to submit ideas for consideration. *Cwmwl* acts as a workflow for all S4C teams throughout the process of submitting, developing and commissioning content, and ensures that any relevant information is available to them. It also enables S4C to share updates with the production company and provides a record of the submission and of the status of each individual idea.

Furthermore, the following is provided through *Cwmwl*:

- acknowledgement of receipt of an idea
- initial response to an idea, be it to decline or to invite to discuss further.
- confirmation of formal commission and receipt of the relevant production and business information
- finalised contract

As a rule, the commissioning process, by following the steps outlined below, lasts 16 weeks from receipt of an idea to receipt of the contract.

### **Step 1:**

The idea is discussed with the Commissioner and submitted on *Cwmwl* with the following details:

- the editorial idea
- the package of content (e.g. genre / single documentary or series / digital etc)
- content publication plan (e.g. linear, digital, which platform).
- target audience
- estimated cost

### **Step 2:**

The Commissioner will consider the idea, discuss with the Chief Content Officer, and decide within 6 weeks whether to continue with the idea or to reject it.

If the intention is to reject the idea, this will be communicated via *Cwmwl* with the option for the company to receive feedback or discuss further with the Commissioner.

If the idea is of interest this will also be communicated via *Cwmwl* along with a request for further editorial and business discussions within a fortnight.

Whilst acknowledging the importance of a timely response, S4C may not be in a position to offer feedback or explain reasons for its decision within the same period.

### **Step 3:**

Once a company has provided the above information the idea will be considered at a fortnightly S4C Green Light meeting. This meeting will be led by the Chief Content Officer and will discuss the following considerations:

- editorial
- financial and business affairs
- planning
- digital and social media
- communications and marketing.

If the idea receives Green Light approval, the company will receive a project form through *Cwmwl* which invites them to complete a brief by including the production details. This brief will lead to the creation of a contract between S4C and the production company within eight weeks.

S4C commits to achieving responses within the published timescales provided that information requested by S4C from independent producers is provided in a timely manner to enable S4C to meet those time limits.

S4C and an independent producer may, from time to time, agree to vary the timescales in specific circumstances where the nature of the idea requires different timescales.

S4C is open to receiving ideas from all producers who are able to meet S4C's commissioning requirements. S4C's commissioning process does not favour or seek to limit commissioning awards to companies of a specific size. Similarly, it does not favour or seek to limit commissions to specific location(s), save to the extent:

- that any company from outside Wales is expected to collaborate with a production company registered in, and/or has its head office in Wales; and
- there may be an editorial justification (e.g. a local story) or a strategic justification (e.g. offering opportunities in a deprived area) in specific instances.

S4C has adopted the [APC Code of Practice](#) for the submission of film and programme proposals for the UK Film, radio and television industry. . Accordingly, S4C agrees to:

- adopt and maintain internal procedures that ensure as far as reasonably possible the appropriate confidentiality of the proposal;
- adopt and maintain internal procedures whereby proposals are logged;
- provide a response to the proposal whether by way of rejection or to indicate interest by email within a reasonable time following receipt and in accordance with any published timetable issued from time to time by S4C;
- return any digital or other material submitted with any proposal which has been rejected; and
- maintain a dispute resolution procedure.

A transparent and open competitive process may be conducted by S4C from time to time, in certain circumstances, for example where rights are acquired centrally by S4C. Each competitive process will be administered according to published criteria and timescales tailored for the individual contract requirements. The process serves to promote contestability in the commissioning of content for S4C.

Decisions relating to commissioning content for S4C's public services are based on numerous factors including editorial judgement. Ideas are assessed taking into consideration the following criteria:

- ability to meet commissioning aims and targets;
- availability of appropriate budget for producing the idea;
- the producer's editorial and administrative track record;
- the potential of the idea to fulfil S4C's key principles and requirements.

### **3. Editorial Control and Compliance**

S4C will have editorial control over all content commissioned, including multiplatform and interactive elements of any programme commissioned.

S4C will require independent producers to ensure that all content commissioned complies with all published S4C Policies and Guidelines available on the [S4C Producers Website](#) and Guidelines and Codes issued by Ofcom and any other appropriate body.

### **4. Rights**

S4C seeks to offer simple standard agreements to producers in accordance with the [S4C General Terms](#).

S4C's objective is to secure the rights it needs for the operation and administration of S4C public services, both current and envisaged, including S4C, S4C HD, S4C on-demand services and associated multi-platform services.

S4C is in a unique position in that it is the only Welsh language television channel in the world. To this end, it is an aspiration of S4C to reach out to the Welsh speaking diaspora and UK based Welsh speakers travelling throughout the world and to make Welsh language programming available worldwide, where rights permit.

In the majority of cases, S4C commissions content on the basis that the producer or rights owner will grant to S4C a licence of the following Primary Rights for a defined period.

In the mutual interests of S4C and the independent production sector, S4C is committed to finding ways of making Welsh language content available in secondary markets within the UK and to making Welsh language content available to Welsh speaking diaspora worldwide. To this end S4C will also seek to obtain a licence of the Secondary Rights for S4C content.

Producers will have ultimate control over whether they choose to grant S4C the Secondary Rights and there will be no obligation on independent producers to grant the Secondary Rights to S4C. Producers will be entitled to negotiate the terms of the Secondary Rights and S4C will expect no greater terms than those generally negotiated with third party distributors.

Setting out the core licence terms below does not preclude S4C from coming to bespoke agreements covering a broader or different range of rights following negotiations and taking into account any unique circumstances or opportunities of any particular programme.

#### 4.1 Licence Period

The licence period will be five years for content other than children's and educational content where it will be seven years.

On payment of the Extension/Renewal Fee, S4C shall have an automatic right to extend the licence period for a further two years for all content other than children's and educational content where it may extend for a further three years.

Where S4C wishes to extend the term of the licence for a further period or purchase an additional package of rights in content in circumstances where the original licence has expired, S4C shall be entitled to make a request to the producer to extend the licence period or purchase an additional package of rights on the basis of the Extension/Renewal Fee outlined in the [Terms of Trade](#) or on S4C's [website](#) from time to time. If the producer agrees to an extension of the licence period, S4C and the producer will enter into an additional agreement.

#### 4.2 Primary Rights

The Primary Rights shall be on an exclusive basis within the UK for S4C content during the licence term:

- An exclusive licence to broadcast the content during the licence period in the UK;
- Rights to make the content available on all platforms operated by, on behalf of or under licence from S4C, including the rights to offer additional viewing opportunities with or without sub-titles, catch up services and archive services;
- Rights to offer additional audio tracks e.g. English language audio tracks;

- Rights to use the content (including clips, extracts and previews in accordance with the [Clips and Rushes policy](#) for promotional purposes to promote the programme and S4C's services generally on all platforms and media;
- Right for S4C, in consultation with the producer, to arrange theatrical and/or non-theatrical exhibition of the content;
- the right to authorise off air recording of the content by educational establishments and the non-exclusive right to provide copies of content to third party establishments and organisations that have an educational or archiving purpose;
- Rights to seek sponsorship for S4C's exploitation of the content on S4C's services;
- Rights to commission Welsh language sequels based on the content, the producer having first option to produce such sequels;

all as more specifically set out in the content licence agreement.

#### 4.3 The Secondary Rights

The duration and exclusivity of the Secondary Rights shall be subject to negotiation between S4C and the producer in each case and may be granted by the producer on an exclusive or non-exclusive basis. Where S4C seeks to act as a distributor of content for onward distribution, it will not be granted any greater rights than those generally afforded to a third party distributor. The producer will be free to elect whether or not it grants S4C the Secondary Rights.

The Secondary Rights shall be all rights not set out above as Primary Rights and shall include the following (without limitation):

- international distribution rights via any medium or platform;
- other distribution and merchandising rights including DVD, VOD, AVOD and SVOD; and
- content and clip sales rights to third parties in the UK and worldwide.

The exercise by S4C of the rights set out above will be subject to S4C and the producer agreeing suitable arrangements for ensuring payment of appropriate clearance, repeat and residual payments.

The Secondary Rights are available for exploitation by the Producer outside the UK 24 hours after first publication of the content on S4C and/or S4C Clic and the Secondary Rights are available for exploitation by the Producer within the UK:

- i) at the end of the licence period for secondary sale rights of the content (and any foreign language version based on the format) for television exploitation and online streaming in the UK (whether VOD, SVOD, AVOD or other streaming services);
- ii) any time after 7 days after the last episode of the content is first broadcast on S4C and/or published on S4C Clic for secondary sales via DVD, DTO and paid for VOD available in the UK; and
- iii) 24 hours after first broadcast of the content on S4C and/or publication on S4C Clic for all merchandising exploitation in the UK.

The producer retains control over the Secondary Rights and exploitation outside the UK and any negotiation between the producer and S4C in relation to exercise of the Secondary Rights will include a discussion as to the exclusivity of the distribution arrangement with S4C and the duration of any such rights granted to S4C.

#### 4.4 Early Release of Rights

Where the producer wishes to exploit the content, format or concept or any part thereof within the UK during the licence period, the producer will need to secure S4C's prior written consent and agree a variation to the standard licence terms.

S4C does not intend to retain exclusive rights where S4C has confirmed that it has no intention to exercise such rights itself. The principles considered by S4C when deciding whether to release rights early are set out in the S4C Early Release Policy [S4C Early Release Policy](#).

#### 4.5 Children's and Educational Programmes

If S4C elects to transmit children's content and/or educational content as part of S4C's general schedule rather than within blocks of the schedule customarily dedicated children's/educational content, S4C will make a bonus payment to the producer in order to secure the rights to transmit the content outside the dedicated children's/educational slot. Such bonus payment shall be in line with a published tariff.

#### 4.6 Access Services

S4C has statutory obligations to provide signing and audio description in respect of a proportion of its content. S4C may transmit the programmes on its linear channel or publish it on S4C Clic with in-vision signing (and to reduce the picture size of the programme to accommodate the signer for this purpose) or with audio description in recognised slots or blocks in the schedule.

#### 4.7 Exploitation

Where the producer exploits the content, S4C shall be entitled to a percentage share in the net income arising from such exploitation in order to deliver value back to the public purse and to acknowledge S4C's support for the content. The actual percentage share of revenue payable to S4C will be set out in the content licence agreement.

Where the Producer chooses to grant to S4C the right to make the content available for purchase on a commercial basis as part of the Secondary Rights, S4C shall retain a distribution fee, which shall be no more than the industry standard, and shall pay a percentage of all net income to the producer as set out in the secondary rights agreement.

#### 4.8 Third Party Financing

The producer shall be entirely responsible for negotiations with third party financiers and/or distributors. Negotiations between the producer and S4C's commercial arm (S4C International in the case of the Content Fund and SDML in the case of the Growth Fund) shall be conducted separately from negotiations with S4C for the licence fee. S4C follows [this](#) protocol when commissioning from a company in which the S4C commercial group has invested.

In entering into multi-party financing arrangements for S4C content, S4C will expect to enter into licensing arrangements securing to S4C the rights set out in this Code. However, the requirements of a third party financier/ broadcaster may require a different deal in relation to the S4C rights package and/or the rights of the producer to exercise the Secondary Rights. In these circumstances each broadcaster/financier's rights packages and revenue participations may be negotiated on a case by case basis taking into account each party's requirements.

#### 4.9 Exclusions

These terms shall not be applicable in relation to:

- content which S4C does not intend to broadcast on S4C's linear channel or to publish on S4C Clic;
- content supplied by the BBC to S4C pursuant to the Broadcasting Acts 1990 and 1996;
- all content commissioned from a supplier that is not classified as an 'independent producer' according to Ofcom's Guidelines<sup>45</sup>;
- unless commissioned for linear transmission, or unless S4C otherwise elects, content which does not count towards the statutory independent production quota<sup>3</sup> designated by the Secretary of State<sup>4</sup> on the recommendation of Ofcom<sup>5</sup>

although S4C would expect the commissioning of the above content and any related content to follow the key principles of this Code of Practice where appropriate.

#### 4.10 Full assignments and other terms

In accordance with paragraphs 2.28, 2.37 and 2.38 of Ofcom's [\*Guidance for Public Service Broadcasters on Commissioning Codes of Practice \(22 July 2025\)\*](#) S4C and the producer may agree to a commission on the basis of a full assignment or other terms. This may be because S4C needs to own or control the necessary rights because S4C owns the brand, and/or to ensure continuity between successive contracts for the service, and/or to avoid such material being used by others. As at the date of publication of this Code the following ("Ceinciau") are commissioned on a full-assignment basis:

- Yr Wyl Cerdd Dant
- Eisteddfod yr Urdd
- Eisteddfod CFFI Cymru
- Heno
- Prynhawk Da
- Stwnsh (Dolenni)
- Cyw (Dolenni)
- Rownd a Rownd
- Sioe Frenhinol Cymru
- Cân i Gymru
- Dechrau Canu, Dechrau Canmol
- Cefn Gwlad
- Tywydd
- Pawb a'i farn.

Additionally, S4C may request a full assignment or other terms:

- where the producer does not own or control the necessary rights in the programme idea or format (including where S4C has acquired or licensed the necessary rights directly)<sup>6</sup>;
- or for another legitimate reason.

### 5. Indicative Tariffs

The licence fee payable by S4C will be negotiated between S4C and the producer.

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<sup>45</sup> The Broadcasting (Independent Productions) Order 1991 and (once in force) 2025 Paragraphs 7 and 10 of Schedule 12 (Part 2) to the Communications Act 2003 as amended by the Media Act 2024.

<sup>6</sup> Ibid, paragraph 7(2)

<sup>7</sup> Ibid, paragraph 7(7)

<sup>8</sup> The relevant terms of acquisition of such rights shall be disclosed in any competitive process, where appropriate

S4C has published a list of indicative tariffs which give an indication of the price that S4C is prepared to pay for a licence of the primary rights. The indicative tariffs offer producers an idea of the range of prices of different programme genres that S4C commissions. The indicative tariffs are drawn up with reference to the cost of production (on a single commission basis) and previous licence fees paid by S4C for similar programmes. The indicative tariffs are not intended to be binding on S4C.

The amount of the licence fee will be influenced by a range of factors which include:

- the editorial specification of the content;
- the estimated direct cost of producing the content;
- S4C's indicative tariff for the programme;
- the rights being granted to S4C and/or the extent of S4C's exclusivity;
- number of episodes;
- the requirements of the S4C schedule;
- the commercial potential of the content, whether in English or Welsh, and the potential for generating third party investment;
- funding available from third party sources; and
- any production fees payable.

S4C reserves the right to request producers to provide the proposed budget for the content.

Once a licence fee is agreed, S4C does not expect such a fee to change during the course of production except with the prior written agreement of S4C following editorial changes approved by S4C in advance.

## **6. Payment for commissioned content**

Usually S4C will cashflow the licence fee in line with editorial and financial milestones. The cash-flow will be agreed as part of the contract negotiations. S4C may require the producer to open a trust account in favour of S4C.

In some circumstances it is possible that S4C will not be able to cash-flow the entire licence fee and, in those circumstances, S4C and the producer will agree on appropriate cash-flow arrangements as part of the process of agreeing the Editorial and Business Brief. S4C may provide a letter of confirmation to a bank in connection with the production where requested by the producer.

By agreeing to cashflow the licence fee in advance and taking a licence of rights rather than an assignment of copyright in the content, S4C is exposing itself to a certain level of risk. S4C may therefore register a charge over the copyright in the content and/or ensure robust takeover provisions where appropriate.

Where third party financiers are involved in the financing of an S4C commissioned content and S4C is required to cashflow the licence fee, S4C may require additional safeguards and documents to ensure the security of the third-party financing. S4C will require additional documentation to secure the position of S4C's investment as against any third-party financier.

In exceptional circumstances, where the producer requires an advance payment to defray the proper costs of production prior to the content licence agreement being ready for signature, S4C may consider approving advances of up to £20,000 (net). Conditions will apply in such circumstances.

## **7. Development**

In most cases, producers will develop a project without funds from S4C. Encouragement by S4C to undertake development work does not amount to a contractual commitment by S4C to fund the development work or to commission content. Investment in development will be at the producer's own risk.

Where S4C contributes to the cost of developing an idea, S4C will expect to own the rights in the development work jointly with the producer. In such circumstances, neither party is able to exploit the rights in the development work without the permission of the other.

Where S4C finances the development work, S4C will have the first option to commission content based on that development work. The exercise of such option will be subject to agreement of a licence fee. The development costs (including any script fees) will need to be included as part of the costs of the content and S4C's pre-payment of any development fee will need to be acknowledged and form part of the final licence fee for the content.

If S4C does not exercise its option to commission within 12 months of the delivery to S4C of the development materials, then the producer shall have the right to request a re-assignment of S4C's rights in the development work. In these circumstances, development moneys paid by S4C shall be repayable on the first day of principal photography.

## **8. Producer Requirements**

In order to ensure the effective and timely transfer of information and effective co-operation between S4C and the producer, S4C expects the producers to do the following:

- always submit programme ideas via [Cwmwl](#) and include all information requested on the online proposal form including realistic and true budget estimates;
- complete the editorial and business brief within the timelines required by S4C in consultation with the relevant Commissioner and Business Affairs team;
- ensure that their production teams have received all appropriate training and implement the requirements of the Ofcom Broadcast Code, health and safety legislation, child protection legislation (including the S4C Child Protection Policy), the standards set by CIISA regarding anti-harassment and any other relevant legislation and/or guidance (including but not limited to the policies and guidelines published on the [S4C Producers Website](#));
- deliver content in accordance with S4C's [technical requirements](#), at the contracted date and for the agreed licence fee in accordance with the Editorial and Business Brief;
- ensure that all relevant paperwork required by S4C is delivered on time and without exception;
- ensure timely delivery of high quality promotional materials in accordance with S4C's [delivery requirements](#) including stills, clips, behind the scenes video clips, promotional clips which will all be suitable for use on social media and/or in conjunction with S4C's on demand service;
- co-operate with S4C in order to ensure effective promotion and marketing of content including appropriate use of social media and collaborate with the S4C marketing team to ensure opportunities for S4C to create marketing materials using key contributors to the content, where appropriate; and
- deliver a final cost report within 3 months from delivery of the content to S4C; and
- grant to S4C the right to audit the accounts of the producer which relate to the S4C content.

## **9. Resolving Disputes**

In the event that a difference of opinion arises between S4C and the producer, the producer should, in the first instance, attempt to resolve the matter in good faith with the members of S4C staff with whom it has been negotiating the commission.

Where the matter cannot be resolved in this way, it should be referred to the Chief Content Officer, and thereafter (if still unresolved) to S4C's Chief Executive.

If the producer remains unhappy with the decision of the Chief Executive, the producer may appeal under that part of the S4C [Complaints Procedure](#) relating to appeals.

Both S4C and the producer will be responsible for their own costs in relation to any dispute.

## **10. Review, Compliance and Monitoring**

S4C has a dedicated [Producers Website](#). This facility supports the communication and flow of information with the whole content supply chain. It provides a platform for published documents and guidelines, news and contact details including awarded commissions. Producers are expected to familiarise themselves with, and to act in accordance with, these publications.

S4C will prepare an annual report on the commissions entered into during the period, for internal review. Such report will contain the following information:

- The volume and value of content commissioned from independent producers and a breakdown of the programme commissions categorised by different types of rights deal (i.e. licence agreements, full assignment of rights agreement, co-funded commissions etc.);
- The average length of licence period for a standard rights package and the number of transmissions;
- Instances where the licence fee falls outside the published Indicative Tariffs;
- Instances where the Primary Rights package has been varied or negotiated;
- The number of times Primary Rights licences have been extended or renewed;
- Details about any issues and/or disputes arising from the operation of the Code;
- Number of occasions that S4C and the producers have agreed an early release of rights.
- Review of compliance of S4C in accordance with the commissioning timetable

S4C will prepare an annual report on the commissions entered into during the period (and based on the above) in accordance with Ofcom's specification. This report will be provided to OFCOM within the agreed timetable.

This Code will be reviewed and updated regularly by S4C. Any amendments to this Code will be approved by Ofcom. The Code will be published on the S4C Producer's Website.