



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

Annex A

WEBCASTING/RECORDING PROTOCOL

This protocol provides guidance to Councillors, Officers, members of the public and the media on filming and audio recording at meetings of Neath Port Talbot County Borough Council (“the Council”).

The Council supports the principles of openness and transparency in the way it conducts its meetings. Filming and audio recording at meetings which are held in public is permitted, subject to the following:

1. The Chair will retain full discretion to determine whether the filming or audio recording of the whole or part of a particular hearing will be permitted.
2. The filming and/or audio recording of meetings is permitted provided they do not disrupt or disturb the conduct of the meeting. The decision of the Chair on whether or not the meeting is being disrupted or disturbed by filming or audio recording taking place and consequently, whether the filming or audio recording of the meeting should cease, is final.
3. If necessary, the Chair shall specify that filming or audio recording shall only take place from certain positions in the meeting room.
4. The Chair shall, at the commencement of the meeting, confirm to all present that the meeting or parts of it may be filmed or audio recorded. This confirmation will also be provided on the Agenda for each meeting and notices (in the form annexed to these rules).
5. In the case of a member of the public or a representative of an external body speaking at meetings, the Chair will ask each such individual to provide their express permission to being filmed or recorded speaking. Filming or audio recording will not take place if an individual objects to the same.
6. If at any meeting, the Councillors present resolve to exclude the press and public due to the likely disclosure of confidential or exempt information, any right to film or audio record the meeting are removed.

7. In permitting the filming or audio recording of the proceedings at a public meeting, those filming or recording agree not to edit the film/recording in a way that could lead to misinterpretation of the proceedings or could infringe upon the rights of individuals. This includes refraining from editing images or views expressed in a way that may ridicule or demonstrate a lack of respect to those individuals being filmed or recorded.
8. The following terms and conditions shall be included on the Council's Website for those accessing any webcasting.

Downloading and Sharing Terms and Conditions

The following terms and conditions apply to downloading and sharing clips from www.npt.gov.uk

I. Conditions of Use

Definitions

We, us, our means Neath Port Talbot County Borough Council of Civic Centre Port Talbot SA13 1PJ

The material: Audio-visual recordings of meetings of Neath Port Talbot County Borough Council, its Cabinet and Committee meetings (including both scrutiny and regulatory meetings) which are considered in open session.

These terms: All the terms and conditions that apply to your use of the material as set out in this document

1 Use

1.1 You may use the material only to make a fair and accurate report of parliamentary proceedings.

1.2 You must not use the material for any of these purposes:

(a) satire, ridicule, or denigration;

(b) in entertainment content or productions; or

(c) advertising, promotion, commercial sponsorship, or any other form of publicity for commercial purposes or financial gain.

1.3 You may use the material for party political advertising or broadcasts, election campaigning, or referendum campaigning if you do all of the following:

- (a) have express permission from all Members shown; and
- (b) notify the Chief Executive of Neath Port Talbot County Borough Council of the intended use and subject to receiving no objection from him.

1.4 You may not use the material in any way that:

- (a) suggests that the Neath Port Talbot County Borough Council or any individual Member or Officer endorses, promotes, supplies, or approves of you or your product;
- (b) suggests you have exclusive access to the material; or
- (c) could bring the Neath Port Talbot County Borough Council or any individual Member or Officer into disrepute.

1.5 Unless you have our express consent in writing, you may not rent or sell the material to third parties, charge third parties to view it, or use it for corporate, commercial, or professional purposes.

2 Editing the material

2.1 You may not do any of the following:

- (a) edit, alter, add to, distort, or digitally manipulate the material in any way, except to select and reproduce excerpts from it or to make colour corrections; or
- (b) reproduce the image or sound out of context.

3 Context

3.1 You may not use the material on any website, social media or any other platform that:

- (a) promotes, encourages, or facilitates illegal activity;
- (b) encourages hatred on grounds of age, disability, gender identity or reassignment, marriage or civil partnership, race, religion or belief, sex, or sexual orientation or promotes, encourages, or facilitates anti-social behaviour; or
- (c) is intended primarily to advertise or promote commercial activity.

3.2 Before using the material on a platform you do not control, including on social media, you must have written confirmation that the platform will remove the material immediately and unconditionally if asked to do so by you or by us.

3.3 If you become aware that you have breached any of the conditions in this clause 3, you must immediately remove the material from the platform on which the breach occurs.

4 Embedding

4.1 Subject to the conditions in this clause, you may permit embedding of the material on a website under your direct control or permit embedding of the material on a website which is under the control of a third party.

4.2 You must ensure, or confirm that the third party will ensure, that:

(a) any person embedding the material is required to comply with these Conditions of Use;

(b) permission to embed is withdrawn or the material is removed immediately in the event of non-compliance with these Conditions of Use;

(c) the material is not provided to any person except by permission to embed.

4.3 You are fully responsible for third-party compliance with the conditions in this clause.

5 Restrictions on advertising

5.1 You must make sure that no ad is inserted in or placed next to any live broadcast, stream or recorded extract of the material which could reasonably be seen as intended, by its placement, to exploit the subject matter of the material; or features or refers to Neath Port Talbot County Borough Council, its Members or Officer.

5.2 You must not:

(a) put any content (including ads and videos by third parties) between any link to the material and the material itself;

(b) put any ads next to or over the material;

(c) put any ads on a website, app, or social media platform whose content consists mostly of the material or which would not exist without the material; or

(d) allow the material to be displayed or used in any other way that suggests sponsorship.

5.3 If you become aware that any of the conditions in this clause 5 has been breached, you must immediately either fix the breach or, if it cannot be fixed, remove the material from the platform on which the breach occurs.

II. General Terms

1 Warranties and liability

1.1 You warrant that you will comply fully with all laws and regulations that apply to your use of the material.

1.2 We will not be liable for any loss or damage which you may suffer as a result of or connected to your use of the material.

2 Indemnity

2.1 You agree to indemnify us in respect of any and all damages, costs, and expenses, including reasonable legal fees and litigation expenses, that we suffer or incur if a third party brings legal proceedings against us as a result of your use of this material in breach of these terms.

3 Other

3.1 We may change these terms or terminate this licence at any time. We will update the terms on www.npt.gov.uk when a change is made. It is your responsibility to check that you are complying with the updated terms.

3.2 You may not transfer or sublicense your rights or obligations under this licence to any third party without our prior written consent.

3.3 Each term of this licence operates separately in itself and survives independently of the others.

3.4 These General Terms apply even if the licence is terminated.

3.5 This licence will be interpreted according to the law of England and Wales and be subject to the exclusive jurisdiction of the Courts of England and Wales.

3.6 Any failure or delay by us in exercising our rights under this licence will not be construed as a waiver of those rights