

Wrexham County Borough Council Webcasting Protocol

Introduction

The Council has agreed that full Council, Executive Board, Planning Committee and Scrutiny Committees should be the subject of live web transmission ('webcasting'), or recorded for subsequent transmission where possible. Fixed cameras are located within the Council Chamber for this purpose.

The main purpose of webcasting is to give members of the public the chance to view meetings as they happen without having to attend in person.

Webcasting and the retention of webcasts do not replace the formal record of decisions made. The only formal record of decisions of a Local Authority is its minutes and agendas which are required to be maintained and retained for a number of years.

This protocol governs the conduct of Council meetings which are the subject of webcasting and aims to ensure that the Council is compliant with its obligations under data protection legislation and the Human Rights Act 1998.

Webcasting Notice

On the front of each relevant agenda and on signs displayed for meetings there will be the following notice:-

WEBCASTING NOTICE

This meeting may be filmed for live and/or subsequent broadcast or may be used for training purposes within the Council. The whole of the meeting will be filmed, except where there are confidential or exempt items, and the record will be archived for future viewing.

Generally the public seating areas are not filmed. However, by entering the Chamber you are consenting to being filmed and to the possible use of those images and sound recordings for webcasting and/or training purposes.

If you have any queries regarding this, please contact the Committee Services Lead on 01978 292236.

Public Speakers

In any correspondence notifying public speakers of the meeting date at which permission to speak has been granted, the following advice will be included if the meeting is to be webcast:

Please note that this meeting will be filmed for live and/or subsequent broadcast on the Council's website. If you do not wish your public question/statement and subsequent discussion to be filmed/recorded, please contact the Committee Services Lead to discuss your concerns. The Council will not film speakers if they do not consent to appear in the webcast.

Main provisions

1. At the start of each meeting to be filmed, an announcement will be made by the Chair to the effect that the meeting is being webcast, as follows:

“I would like to remind everyone present that this meeting will be broadcast live to the Internet and will be capable of repeated viewing.”

2. The webcast will commence at the beginning of the meeting when the Chair opens the meeting and will finish when the meeting is closed.
3. The Chair has the discretion to terminate or suspend the webcast if in their opinion continuing to webcast would prejudice the proceedings of the meeting. Circumstances that could lead to suspension or termination of webcasting include public disturbance, suspension of the meeting, exclusion of press and public, potential infringement of the rights of an individual or any other reason moved, seconded and supported by the Council/Committee.
4. No exempt or confidential agenda items held in ‘Part II’ when the press and public are excluded will be webcast. The Committee Officer will ensure that filming and/or recording of the meeting has ceased and will confirm this to the Chair of the meeting before any discussion of exempt or confidential matters is commenced.
5. There is a presumption that Members and officers give their consent to being filmed and for images to be webcast, unless a specific request is made to the Monitoring Officer for an exception to be made in advance of the meeting. The Monitoring Officer will take a view on a case-by-case basis on whether there is sufficient justification for making an exemption.
6. Subject to paragraph 7 all archived webcasts will be available to view via the Council's Webcast Library for a period of 6 months and a copy of webcasts retained on the Wrexham Council YouTube channel. A digital backup of recordings will be retained.
7. Archived webcasts or parts of webcasts shall only be removed from the Council's website if the Monitoring Officer considers that it is necessary because all or part of the content of the webcast is or is likely to be in breach of any statutory or common law provision, for example Data Protection and Human Rights legislation or provisions relating to confidential or exempt information.

8. If the Monitoring Officer has decided to take such action she will notify all elected Members in writing as soon as possible of her decision and the reasons for it. It is anticipated, however, that meetings will be conducted lawfully and that the need to exercise this power will occur only on an exceptional basis. Any elected Member who is concerned about any webcast or part thereof should raise their concerns with the Monitoring Officer.
9. The actual webcasts, archived material and copyright remain the property of the Council. The use of video and audio clips from the Council webcasts is subject to that copyright and the terms set out below.

10. Terms of use for Council webcasts

You are allowed to use and re-use the Council webcast material that is available to download subject to the following conditions:

- a. Clips of Council copyright protected material taken from Council webcasting may be downloaded and stored on your equipment free of charge without requiring specific permission but always subject to and in accordance with these terms. Any such downloaded clips remain subject to Council copyright and you are granted a non-exclusive, non-transferable, non-assignable, terminable royalty free licence to download and store such clips on your equipment. We may terminate this licence at any time by notice to you. If we terminate this licence, you must cease using and irretrievably delete any downloaded clips in your possession or over which you have control.
- b. You may edit the content of downloaded clips into different formats to enable viewing and you may take steps to improve the accessibility of material, including the addition of captions and/or subtitles, subject to and in accordance with these terms. Material must not be adapted, altered or manipulated in any other way.
- c. Any downloading, reproduction and or use of Council copyright protected material is subject to the material being reproduced accurately, not in a misleading context and not in a manner that may bring the Council, Members or council officers into disrepute.
- d. You may not use the material for the following:
 - Satirical purposes
 - Advertising
 - Promotion
 - Commercial sponsorship

- Publicity for commercial purposes
 - Financial gain
- e. You may not use the material on any website, social media or any other platform which promotes, encourages or facilitates:
- Illegal activity
 - Anti-social behaviour
 - Hatred on grounds of age, disability, gender identity or reassignment, marriage or civil partnership, race, religion or belief, sex or sexual orientation
- f. You do not need to ask permission to link directly to the pages hosted by the Council.
- g. The Council does not warrant that the material will be uninterrupted or error free, that defects will be corrected or free from viruses or represent the full functionality, accuracy or reliability of materials.
- h. We are not liable for any loss or damage including indirect or consequential loss or damage or loss of data or profits in connection with using Council websites.
- i. We may change these terms or terminate any licence under them at any time. It is your responsibility to check you are complying with the latest terms.
- j. You may not transfer or sub-licence your rights or obligations under these terms to any third party without our prior written consent.
- k. It is your responsibility to run an anti-virus program on downloaded material. The Council cannot accept any responsibility or loss, disruption or damage to your data or computer systems.