

Terms of Reference Annex: Television Licensing

1. Preamble

Ombudsman Services: Television Licensing (“OS:TL”) is an Alternative Dispute Resolution (“ADR”) procedure. It is operated by The Ombudsman Service Limited, under a Deed, with the British Broadcasting Corporation (“BBC”) for the investigation of TV licensing complaints.

- 1.1. The ADR procedure offered is a procedure under which persons may submit a complaint for consideration by the Ombudsman about any matter relating to TV licensing that falls within its jurisdiction.
- 1.2 The Ombudsman’s principal aim is to receive complaints made by complainants in accordance with the Terms of Reference and Annexes, to consider and, where appropriate, investigate such complaints in order to encourage and/or facilitate the terms of their resolution, settlement and/or withdrawal.

2. Interpretation

- 2.1 The definitions, below, apply to both this Annex and the Terms of Reference in relation to complaints brought to the Ombudsman against Participating Companies:

“Award” means the compensation awarded to the Complainant not exceeding £10,000 (inclusive of VAT, if any) per complaint;

“the Act” means the Communications Act 2003;

“the BBC” means the British Broadcasting Corporation which operates under a Royal Charter and an Agreement with the Secretary of State for Culture, Media and Sport.

“Complainant” - means a person who has brought a complaint to the Ombudsman for resolution.

“Customer” – means any person who has contacted TVL.

“Jurisdiction” - Upon becoming a Participating Company to the extent that they offer, supply or provide services specified in the annex a Participating Company shall accept and be subject to the jurisdiction of the Ombudsman in relation to complaints regarding such services.

“Ombudsman Services: Television Licensing” (or “OS:TL”) means the ADR service provided to the BBC in relation to Television Licensing.

“the Ombudsman” – means any person appointed as an Ombudsman in relation to the Television Licensing service offered by Ombudsman Services.

“Participating Company”, is defined under the Terms of Reference 2.1.(c), but for clarity and the purposes of this Annex, the Participating Company is the BBC.

“Remedies” - shall have the meaning attributed to them within the Terms of Reference.

“Stage 2 (two)” – within the BBC’s internal complaints process. A complaint once received by the BBC proceeds through three stages: Stage 1a, then 1b for a response from the TVL Operations Directors and finally a Stage 2 response, which is a response from the Head of Revenue Management.

“television licence” (and “television licensing”) – the BBC’s work is funded principally by an annual television licence fee which is charged to all British households, companies, and organisations using any type of equipment to receive or record live television broadcasts or watch or download BBC programmes through the BBC iPlayer service.

“TV Licensing” (or “TVL”) is a trade mark used by the BBC (and, under licence, by certain of its contractors) in respect of its television licensing functions.

3. Jurisdiction

3.1 The BBC shall accept and be subject to the jurisdiction of the OS:TL in relation to eligible complaints.

3.2 Further to, and in addition to, the provisions of paragraph 3 of the Terms of Reference, but subject to paragraph 4, the Ombudsman shall only have jurisdiction in relation to a complaint against the BBC if the Complainant:

- (a) claims to have received, in the handling and management of verbal or written communication with TVL a standard of customer service which has fallen below that reasonably expected;
- (b) is challenging the collection of the annual television licence fee; and/or
- (c) is challenging any restrictions or conditions imposed by the BBC under the Act.

3.3 The Ombudsman has an absolute discretion to decide whether a complaint is within OS:TL’s jurisdiction, as prescribed within the Terms of Reference and this Annex.

4. Limits on the Ombudsman’s Jurisdiction

4.1 The Ombudsman shall not accept a complaint about a matter if:

- (a) the person making the complaint:
 - (i) has not pursued the complaint with the BBC up to and including receiving a reply at Stage 2;
 - (ii) has not submitted the complaint to the Ombudsman within 12 months of receiving a Stage 2 reply from the BBC; or
 - (iii) raises concerns about a decision to prosecute, or not to prosecute, any person for an offence under the Act.
- (b) the complaint relates solely to:
 - (i) the BBC Policies governing the framework within which TVL operates (but such complaints may be referred by the BBC to the BBC's Executive Complaints Unit); or
 - (ii) the BBC's interpretation of the legal provisions under which licence fee collection operates.

5. Powers of the Ombudsman

5.1 Further to, and in addition to, the provisions of paragraph 10 of the Terms of Reference, the Ombudsman shall impose any of the following Remedies requiring the BBC to:

- (a) provide an award of not more than £10,000;
- (b) administer remedies and provide redress as directed; and/or
- (c) make recommendations to the BBC about its policies, procedures or standards of customer service.

5.2 No Award or Remedy shall;

- (a) contain a punitive element; or
- (b) be of greater amount than, in the reasonable opinion of the Ombudsman, is appropriate;
 - (i) to provide redress in relation to losses and inconvenience suffered as a consequence of the acts or omissions of the Participating Company in respect of which the Award or Remedy is made.

6. Disclosure of Information

6.1 Further to, and in addition to, the provisions of paragraph 8 of the Terms of Reference, when providing information or documentation to the Ombudsman, either party to a complaint may request that it be treated in confidence by the Ombudsman or subject to such other conditions as may be specified in the request; and the Ombudsman will give due consideration to complying with such a request.

6.2 The BBC may, in its absolute discretion, publish any anonymised Final Decisions of the Ombudsman that has become binding under the provisions of paragraph 10 in the Terms of Reference. In doing so the BBC may (having consulted the Ombudsman) make such redactions as appear to the BBC to be appropriate to protect, for example, confidential information or the privacy of any individual.

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