# [FR] Re-Broadcasting on Cable Channels

**IRIS 2001-4:1/16**

*Mathilde de Rocquigny*
*Légipresse*

Increasingly often, cable channels include repeat broadcasts of old programmes in their programming. This poses the problem of the re-use of these works in terms of copyright and royalties payable to the performers.

Between 1974 and 1981, the channel TF1 broadcast a television series called "L'île aux enfants". Some of the sketches in this programme were written in collaboration with one of the actors in the series. Noting in 1993 that the company Canal J was re-broadcasting episodes of "L'île aux enfants" by cable and satellite without first having obtained their authorisation, the applicants, one in his capacity as both author and performer and the other solely in his capacity as a performer, had the company Canal J summoned to appear before the regional court in Paris so that the court could note the acts of unlawful copying of which they claimed to be the victims.

The court of appeal in Paris has just rejected their claims, thereby determining the conditions for broadcasting old audiovisual works by cable today.

Firstly, the court had to decide on the issue of copyright for the episodes broadcast. It found that there was no infringement of the applicant's moral rights, as there was no question of denying the origin of the work or failing to respect its integrity.

As regards the author's financial rights, the court declared the application inadmissible. This was a collaborative work, jointly owned by its co-authors, so the applicant could not instigate court proceedings on his own without having duly called on his collaborator to be involved.

Secondly, the court had to analyse the applications of the performers. It noted that the contracts concluded by the companies TF1 and SFP did not include any limitation of the duration of the exploitation rights. As these contracts were concluded in the 1970s, ie before the development of broadcasting by cable, the judge had to decide if this new means of exploitation could be included in the provisions of the exploitation contracts concluded earlier. According to Article L 212-4 of the Intellectual Property Code, the conclusion of a contract between a performer and a producer in order to produce an audiovisual work also constitutes authorisation to fix, reproduce and communicate the performance to the public. According to Article L 212-7 of the same Code, contracts concluded before 1

© European Audiovisual Observatory (Council of Europe) 2026

January 1986 between a performer and a producer of audiovisual works are subject to the provisions of Article L 212-4 of the Intellectual Property Code as regards the methods of exploitation they excluded. This provision therefore applies to broadcasting by cable, this method of exploitation being excluded from the contract.

The court of appeal therefore found that the judges in the initial proceedings had been right to reject the application of the performers in "L'île aux enfants", as the producer of the programme did not need to ask for their authorisation before re-broadcasting the programme on a cable channel. The only obligation incumbent on him, as provided for in the collective agreements in force, was to remunerate the applicants for the repeat broadcasts, and this obligation had been met.

### *Cour d'appel de Paris, 4 chambre, section A, 14 février 2001, Gauthier et Terrangle c/ Société France Animation SA*

*Court of appeal of Paris, 4 chamber, section A, 14 February 2001, Gauthier and Terrangle v. the company France Animation SA*

© European Audiovisual Observatory (Council of Europe) 2026

© European Audiovisual Observatory (Council of Europe) 2026