[GB] Court Upholds Conviction for Showing Foreign Satellite Sports Broadcast

IRIS 2008-6:1/15

Tony Prosser
University of Bristol Law School

The English High Court has upheld the conviction of a publican for showing live English Premier League matches received from the Greek NOVA satellite system. It held that she had breached s. 297(1) of the Copyrights, Designs and Patents Act 1988, making it an offence dishonestly to receive "a programme in a broadcasting service provided from a place in the United Kingdom with intent to avoid payment of any charge applicable to the reception of the programme…"

In the case of the Premier League, Sky and Setana have exclusive rights to broadcast live coverage of certain matches in the UK; there are restrictions on the time of the broadcast. Outside the UK, broadcasting of the matches is licensed to foreign broadcasters. If a UK publican can receive and show a foreign broadcast, it means that she can avoid the time restriction; in addition, the cost will be much cheaper than paying the relevant Sky subscription. The defendant in this case was successfully prosecuted after showing matches received via the Greek satellite system, but appealed to the High Court. Her argument was that the terms "programme" and "broadcasting" were to be interpreted in conformity with other provisions of the 1988 Act, which required an "uninterrupted chain of communication" from broadcaster to recipient. This had been broken as the programme had originated from the broadcaster's premises in Greece, where a commentary and Greek logo had been added. The prosecution argued that a broad interpretation of "a programme in a broadcasting service" should be adopted and that the requirement of an uninterrupted chain of communication was irrelevant.

The High Court considered that it should construe the provisions, so far as possible, to comply with European Directives relating to copyright. On this basis, they adopted the broader definition of the terms, so the place from which the broadcasting service is provided is the point at which the initial transmission for ultimate reception by the public took place; in this case, in the UK. The conviction was thus upheld.

It should be noted that the case did not consider the competition law aspects of the agreements for sport rights; these are also subject to pending litigation in the UK.

© European Audiovisual Observatory (Council of Europe) 2026

Karen Murphy v Media Protection Services [20007] EWHC 3091 (Admin)

http://portal.nasstar.com/75/files/Murphy-v-Media%20Protection%20Services%20Admin%2021%20Dec%202007.pdf

© European Audiovisual Observatory (Council of Europe) 2026

© European Audiovisual Observatory (Council of Europe) 2026