

Baroness Hamwee
House of Lords
London
SW1A 0PW

10 November 2025

Dear Sally,

BORDER SECURITY, ASYLUM AND IMMIGRATION BILL: HOUSE OF LORDS REPORT

I am writing further to the debate at Lords Report Stage of the Border Security, Asylum and Immigration Bill on 28 October, where you asked for details about the language used in the clause relating to internet providers.

You were concerned that the words subsection (2)(a) and (3)(a)(i), differ from referring to “automatic, intermediate and transient” to “automatic, intermediate and temporary” and you have sought an explanation as to the difference.

This clause provides relevant intermediaries with protection from liability, which is to maintain the same protections for intermediaries as set out in the eCommerce Directive. These principles are seen as crucial for fostering innovation and growth in the digital economy. Protection is secured by including exemptions from liability for relevant intermediaries which use standard terminology, mirroring the language in the eCommerce Directive. These exemptions were most recently implemented in the CSA image-generator offence provisions in clause 63 of the Crime and Policing Bill.

The exemptions are now implemented in the BSAI Bill, with different conditions attached to the exemptions depending on the nature of the internet service provider (“ISP”). Subsection (2)(a) sets out the exemption for ISPs and network operators who provide access to services. When transmitting information as a mere conduit, a provider would not be expected to store information for any significant length of time: there may be milliseconds or even seconds (or minutes) where the information is held by the provider of the conduit service before it is transmitted to the next part of the network (or multiple such periods across different parts of a network), but this will not be for any extended period.

Subsection (3)(a)(i) sets out the exemption for ISPs who provide services including content delivery and search engine caching. Where material is cached, the cache may be stored for days or potentially longer, depending on how the cache is set up. This may result, when a request is made of the cache, in the system discarding the cache and accessing live information on the basis that the cache is expired, but it will have stored the information in a way that would be temporary but may not be described as “transient”. For that reason, the difference in wording is appropriate.

I will place a copy of this letter in the library of the House.

Yours sincerely,

A handwritten signature in dark ink, appearing to read 'J. Hanson', written in a cursive style.

Lord Hanson of Flint