

Off-Air Freelance Self-Employed Individual and Service Company Terms & Conditions

BBC Studios Multi Genre Productions

1. Contract

- 1.1 On the separate occasions that You are engaged by BBCSMG (each, a **“Booking”**), the specific details of that Booking will be set out in the booking documentation sent to You or (if relevant) the front sheet attached to these terms and conditions (the **“Booking Documentation”**).
- 1.2 Together, the Booking Documentation and these terms and conditions constitute the Contract between You and BBCSMG.
- 1.3 For “auto-pay” Bookings You will be deemed to have accepted the Contract on commencement of provision of Your services or if you do not return your Fee within 28 days of receipt of payment, whichever is the earlier.
- 1.4 For all other Bookings You will be deemed to have accepted the Contract on the date that You confirm acceptance of the Booking Documentation.

2. BBC Studios Contracting Party

- 2.1 In these terms and conditions, “BBCSMG” means the subsidiary company of the BBC Group named in the Booking Documentation, whose registered address is: 1 Television Centre, 101 Wood Lane, London, W12 7FA.

3. Definitions

In these terms and conditions:

For Bookings of an individual:

3.1 “You” means the individual named in the Booking Documentation.

For Bookings of a company or organisation (including partnership) for the services of the Named Individual:

3.2 “You” means the company/organisation named in the Booking Documentation and the following additional clauses shall apply:

- (a) You warrant, undertake and represent that You control the services of the Named Individual.
- (b) You acknowledge that obligations, undertakings, warranties and representations on or by the Named Individual will be interpreted as an agreement by You to procure that the Named Individual will fulfil those obligations, undertakings, warranties and representations.
- (c) In respect of clause 32 (Waiver of moral rights), You warrant that You have procured that the Named Individual has waived irrevocably any moral rights they may have under the laws of any jurisdiction.
- (d) Where You are a company, You will remain incorporated and registered in the UK for the whole of the Term and upon

dissolution You will transfer any remaining obligations hereunder to the Named Individual.

- (e) Where You are a partnership, each partner shall be jointly and severally liable for Your obligations under this Contract.
- (f) If You are providing the services of more than one Named Individual, You warrant that You have the written authority to bind all Named Individuals to this Contract and the term "Named Individual" will include all such individuals.

3.3 If You are under the age of 18 then this Contract is: (a) entered into between BBCSMG and Your parent/guardian on Your behalf; and (b) subject to any necessary licence under relevant child licensing regulations being obtained.

3.4 **"IPR"** means all copyright and related rights, rights in designs, trade marks, trade names and domain names, rights in goodwill, get-up, or passing-off, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), patents and rights to inventions and other proprietary rights in each case in any part of the world and whether registered or unregistered and including all applications for and renewals or extensions of such rights.

4. Time of the Essence

4.1 Where a delivery date is specified in any Booking, timely provision of the services to be provided is of the essence. You agree to notify BBCSMG immediately if You become aware of any likely delay to the performance of the services.

5. Arrangement of Services

5.1 You acknowledge that it is at BBCSMG's discretion to offer to engage You and that BBCSMG is under no obligation to provide reasons for any decision regarding engagements.

5.2 Once You have accepted a Booking, a contract is in place between You and BBCSMG for services specified in the Booking.

5.3 Each Booking shall be treated as a separate and severable contract and there shall be no relationship between You and BBCSMG during the time You are not booked by BBCSMG.

5.4 Nothing in these terms or the terms of any Bookings shall be deemed to constitute an employment relationship between You and BBCSMG and at no time will an employment contract exist between You and BBCSMG.

5.5 In the event that BBCSMG engages You more than once, this shall not confer any legal rights and will not establish an entitlement to further or regular Bookings with BBCSMG.

6. Right to Work

6.1 Any Booking under these terms is subject to You having and maintaining the right to work in the UK.

7. Fee

- 7.1 In consideration of the services provided, BBCSMG agree to pay You the fee set out in your Booking Documentation.
- 7.2 If applicable, the Fee shall, unless otherwise stated, be exclusive of VAT. VAT is only payable if You are VAT registered and have complied with all relevant BBCSMG procedural requirements.
- 7.3 Payments for additional days worked (if applicable) will only be permitted as agreed with Your Booker or named BBCSMG Contact. Unless otherwise agreed, the fee stated in Your Booking is all inclusive and You will not be owed additional payments e.g. for nights or bank holiday working.
- 7.4 Payment of the Fee is subject to You having provided BBCSMG with up to date and accurate information required by BBCSMG to process the payment and to comply with its statutory obligations, including but not limited to Your National Insurance/Social Security number, Your legal name and Your date of birth.

8. Expenses

- 8.1 Unless specifically agreed with BBCSMG, You shall not claim expenses in addition to the Fee. Where expenses have been agreed for a particular Booking, it is a condition precedent of BBCSMG making any payment to You that the expenses have been reasonably, properly and necessarily incurred by You in the performance of the services, that the expenses do not exceed those which a BBCSMG employee would have been entitled to incur under applicable BBC policies, and that You have provided BBCSMG with proper supporting evidence of the expenses incurred.
- 8.2 Claims for payments of fees must be made promptly by complying with BBCSMG's process (which shall be notified to You), within 3 weeks of the end of a booking. BBCSMG shall pay such sums as are due by the end of the month following the month in which You have claimed payment.
- 8.3 BBCSMG may withhold payment or part payment where the services have not been provided in accordance with these terms and conditions and/or the terms of the Booking and may deduct from Your payment any sums owed to BBCSMG whenever such sums were due.

**9. BBC Studios
Budgetary Limits**

- 9.1 You shall comply with relevant BBCSMG budgetary limits (if applicable) which BBCSMG has provided. You acknowledge that if You exceed such limits without the prior approval of BBCSMG, BBCSMG is not liable to reimburse You in respect of any sums over such limits.
- 9.2 In certain circumstances, You may be asked by BBCSMG as part of a Booking to act as a buying and/or paying agent of BBCSMG for the purchase of goods, facilities or services on behalf of BBCSMG. Where this is the case, any expenditure must be agreed with BBCSMG in writing prior to the purchase and You shall obtain a VAT invoice made out to BBCSMG. They will only be reimbursed when the claims can be evidenced.

10. Warranties

10.1 You are solely responsible for Your financial planning and tax advice and BBCSMG accepts no liability in this respect.

For Bookings with an individual

10.2 You must comply, and are solely responsible for compliance, with any and all relevant laws and regulations where you are liable to pay tax or social security contributions in respect of the consideration received under this Contract.

10.3 Should the HMRC tax tribunal or other adjudicative body with appropriate jurisdiction find you have not complied with these obligations, BBCSMG shall be entitled to terminate this Contract forthwith subject to payment of a fair proportion of the Fee(s) as determined by BBCSMG after discussion with You for work already carried out up to the date of termination.

10.4 Should HMRC or other relevant body or authority make any claim against BBCSMG in respect of Your tax or national insurance liabilities, You shall fully indemnify and hold harmless BBCSMG from such claim(s) to the fullest possible extent.

For Bookings with a company

10.5 Where You (and where applicable the Named Individual) are liable to be taxed in the UK in respect of consideration received under this Contract, You shall, and shall procure that the Contributor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

10.6 Where You (and where applicable the Named Individual) are liable for National Insurance Contributions (NICs) in respect of consideration received under this Contract, You shall, and shall procure that the Named Individual shall, at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

10.7 BBCSMG may, at any time during the Term, request that You provide information which demonstrates how You (and where applicable the Named Individual) comply with clauses 10.5 and 10.6 above or why those Clauses do not apply.

10.8 A request under clause 10.7 above may specify the information which You (or the Named Individual) must provide and the period within which that information must be provided.

10.9 BBCSMG may terminate this Contract if:

(a) in the case of a request mentioned in clause 10.7 above:

- You fail to provide information in response to the request within a reasonable time, or

- You provide information which is inadequate to demonstrate either how You (and where applicable the Named Individual) comply with clauses 10.5 and 10.6 above or why those clauses do not apply to You;
- (b) in the case of a request mentioned in clause 10.7 above, You fail to provide the specified information within the specified period, or
- (c) BBCSMG receives information which demonstrates that, at any time when clauses 10.5 and 10.6 apply to You (and where applicable the Named Individual), either You, the Named Individual or both are not complying with those clauses.

10.10 BBCSMG may supply any information which it receives under this clause to HMRC for the purpose of the collection and management of revenue for which it is responsible.

10.11 You will procure that there are written terms between You and the Named Individual prior to signature of this Contract which oblige the Named Individual to comply personally with the requirements of clauses 10.5, 10.6, 10.7, 10.8 above in respect of any consideration received by the Named Individual in connection with this Contract.

10.12 Should HMRC or other relevant body or authority make any claim against BBCSMG in respect of Your or the Named Individual's tax or National Insurance liabilities, You and/or the Named Individual shall fully indemnify and hold harmless BBCSMG from such claim(s) to the fullest possible extent.

11. Health

11.1 You warrant that You do not know of any health condition which could affect Your ability to provide the services

12. Replacement of Individual

12.1 If You are unable for whatever reason to perform services in accordance with the Booking and in accordance with these terms, You shall promptly notify BBCSMG and as promptly as is reasonably practicable provide a suitable replacement acceptable to BBCSMG.

12.2 Notwithstanding the foregoing where You are unable to provide a replacement acceptable to BBCSMG, BBCSMG reserves the right to terminate Your Booking.

13. Competency

13.1 By accepting the Booking, You certify that You are competent to perform the services.

13.2 Your competency shall include (but not be limited to) having the relevant experience, training and/or qualifications and You shall provide the expected standard of skill, due care and diligence as would reasonably be expected of a professional individual undertaking the role (including operating within budgets if this is

part of the role and pre and post production work and reformatting if appropriate).

13.3 If You do not demonstrate this competency, BBCSMG may end the Booking with immediate effect.

14. Term

14.1 The Contract remains in full force and effect for the period set out in the Booking Documentation ('the Term').

14.2 To the extent any obligations have already been performed by either party, such obligations will for all purposes be deemed to have been performed in accordance with and subject to the provisions of this Contract.

14.3 For the avoidance of doubt, the obligations under clauses 38 Deductions, 27 Indemnity, 18 Confidentiality, 37 Data Protection and 41 Governing Law extend beyond the term.

15. Expected Behaviour

15.1 During Your engagement, You shall comply with the BBC Code of Conduct and the BBC Values which have been adopted by BBCSMG. You shall also comply with the policies and guidelines relevant to Your engagement which can be found here: [Policies & Guidelines](#). If you see behaviours in others working at the BBC that do not align with the BBC Code of Conduct and the BBC Values then you can raise this in accordance with the Code of Conduct. Meeting these standards of behaviour is essential and failing to do so may amount to material breach of this contract.

16. Criminal Record Checks

16.1 You agree to submit a DBS check or if in Scotland, PVG scheme membership, where BBCSMG considers this appropriate.

17. Pension (only applicable if this is a pensionable contract)

17.1 The Government requires engagers to provide a workplace pension arrangement for their workers, this is called "pensions automatic enrolment" ("PAE"). BBCSMG has chosen NEST (National Employment Savings Trust) as its PAE provider. BBCSMG reserves the right to use an alternative provider other than NEST in respect of PAE at any time in the future.

17.2 BBCSMG has chosen to postpone automatic enrolment for three months, therefore You will (provided You meet certain criteria including regarding your age and earnings) be automatically enrolled into NEST three months after the start of the Term.

17.3 Further details regarding NEST, whether You will need to be auto-enrolled and the pension benefits available to You in the course of your Booking will be provided to You once You begin working for BBCSMG.

17.4 If You are auto-enrolled into NEST, You can choose to opt out of NEST but only after You have been automatically enrolled.

17.5 Also, if You already have large pension savings and have previously registered for either Fixed Protection or Enhanced

Protection status with HMRC then You should be aware that joining a pension scheme with BBCSMG may cause You to lose the benefit of your Fixed or Enhanced Protection in the future. If You believe that this may apply to you, BBCSMG would recommend that You seek independent financial advice as regards your pension benefits and tax position.

17.6 You undertake to provide BBCSMG with Your legal name so that it can fulfil its obligations under Pension Auto-Enrolment legislation.

18. Confidentiality

18.1 You shall and will not without the prior written permission of BBCSMG:

- (a) Write for any publication or speak in public about BBCSMG or its affairs; or
- (b) Knowingly publish or disclose in any circumstances whatsoever to anyone secret or confidential information relating to the business affairs of BBCSMG, its suppliers or customers, which You learn about through Your booking with BBCSMG; or
- (c) Publish or circulate (including via any online distribution including, without limitation, Facebook, Instagram, TikTok and X) any photographs or video images that may be taken whilst on BBCSMG premises/locations.

18.2 You will not at any time during the Term or at any time after termination of the Contract disclose any confidential information to any third party (other than your professional advisors or where disclosure is required by law, regulatory body or court of competent jurisdiction) including confidential terms of this Contract and any information relating to the business, affairs and finances of BBCSMG or the applicable commissioning broadcaster (including output, and private information regarding individuals which You may acquire during Your Booking). This clause will not include information which is or later comes into the public domain otherwise than through an act or omission by You.

18.3 Nothing in this clause prevents You from:

- (a) making a relevant pay disclosure under the Equality Act 2010; or
- (b) making a qualifying disclosure as defined by the Public Interest Disclosure Act 1998.

19. BBC Policies

19.1 During Your Booking with BBCSMG, You confirm that You will comply with the BBC's Safeguarding Policy, and all other BBC policies relevant to Your role, which have been adopted by BBCSMG.

19.2 BBCSMG reserves the right to amend their policies, guidelines and procedures in accordance with business needs and/or relevant developments in business practice or legislation.

19.3 If You fail to comply BBC policies, which have been adopted by BBCSMG, Your booking with BBCSMG may be terminated.

20. Declaration of Personal Interests

20.1 You must read the BBC SPL's Declaration of Personal Interests Policy. Should You have any personal interests to declare, You must complete a DOPI form as set out in Your Booking Documentation.

21. Purchasing

21.1 If you are required to purchase goods or services as part of Your role, You agree to comply with the BBC's purchasing-policy.pdf, which has been adopted by BBCSMG.

22. Anti-Bribery

22.1 You agree to comply with the Bribery Act 2010 and BBC's Anti Bribery and Financial Crime Policy, adopted by BBCSMG which can be found here: [BBC Policies](#)

22.2 Breach of this obligation will be deemed to be a material breach under these terms and conditions.

23. Editorial Compliance

23.1 You agree to and work in accordance with the BBC's Editorial Guidelines and associated guidance, which has been adopted by BBCSMG, and You acknowledge that these are varied from time to time.

23.2 Breach of this obligation will be deemed to be a material breach under these terms and conditions and Your Booking may be terminated.

24. Health & Safety

24.1 You are responsible for complying with such standards of health and safety as are appropriate in the circumstances of the Booking and at all times shall comply with BBCSMG's current safety regulations, which are found on the BBC [Safety](#) site and have been adopted by BBCSMG.

25. Insurance

25.1 If You are creating a product, You are responsible for arranging and maintaining adequate product insurance.

25.2 If You are providing equipment, You are responsible for the insurance of that equipment.

25.3 Details of applicable BBC Insurance arrangements (including arrangements in respect of BBCSMG bookings) which may be available to You (subject to eligibility criteria) whilst working for BBCSMG under this Contract is available [here](#) on the BBC Freelancer Portal and on the BBC's website.

25.4 Specific insurance requirements apply to certain roles. Those roles include but are not limited to:

- (a) Special Effects and Pyrotechnics Experts
- (b) Armourers

- (c) Individuals specifically engaged to provide personal security/protection or health and safety related services
- (d) Individuals specifically engaged to perform rope access and scuba diving supervisory services
- (e) Individuals providing and/or supervising interaction with Dangerous Animals as defined under the applicable Dangerous Wild Animals Act (or superseding regulations)
- (f) Individuals providing services as Expedition Leaders
- (g) Individuals providing medical services (e.g. Consultants, Doctors, Paramedics, Nurses, etc.)
- (h) Individuals engaged as management consultants.

25.5 If You are engaged for a role listed in (a) to (f) and are paid gross or engaged for any other role requiring specific insurance, You shall arrange and maintain with a reputable insurer adequate Public Liability Insurance and, where applicable, Product Liability Insurance and/or Professional Indemnity Insurance which shall each have a limit of liability of no less than two million pounds sterling (£2,000,000) per occurrence and with a scope of cover appropriate to the deliverables provided under the Booking.

25.6 If you are engaged as a Management Consultant, the minimum level of Professional Indemnity Insurance is reduced to one million pounds sterling (£1,000,000) per occurrence.

25.7 BBCSMG may vary such insurance requirements, and the types of services to which they apply, at its sole discretion. For the avoidance of doubt, such minimum insurance levels shall not be a limit of liability under the booking.

25.8 You shall produce to BBCSMG, on demand, copies of the insurance policies maintained in accordance with these terms and/or those specified in their Booking Documentation.

26. Indemnity

26.1 You shall at all times keep BBCSMG fully indemnified in respect of any consequences that might follow Your breach of any of the obligations or warranties given by You under this Contract, arising from Your deliberate or reckless acts or omissions.

26.2 This includes any claims from third parties made as a result of the acts or omissions of You, as the case may be (including relating to infringement of any IPR supplied under or used in connection with these terms or the terms of any bookings)

26.3 Neither You nor BBCSMG shall be liable for any “consequential” or “special” or “indirect” losses, loss of profits, revenues and/or business, anticipated savings, in each case, whether or not in the contemplation of the parties at the time

of entering into any Booking, unless expressly set out in the Booking.

26.4 The indemnities and obligations set out in this clause will survive termination of this Contract.

27. Driving on BBC Studios Business

27.1 If You are required to drive for the purpose of performing the services during Your booking with BBCSMG (whether or not BBCSMG has agreed to pay a fee for doing so), You must have a current BBC driver declaration and appropriate driving licence.

27.2 Should You provide a vehicle, use of the vehicle is subject to the approval of BBCSMG and compliance with the Motor Vehicle Procedure, which has been adopted by BBCSMG (which can be found here: [BBC Policies](#)) including the requirement that You hold appropriate motor insurance.

27.3 You agree to provide to the BBC, upon request, information and documentation to demonstrate compliance with BBC requirements.

28. Equipment

28.1 If You are using any equipment during Your booking with BBCSMG, You agree to comply with the BBCSMG's guidelines on the use of IT and related equipment, including the BBC's Acceptable use Policy, which has been adopted by BBCSMG.

28.2 Should You provide equipment for the purposes of Your services, You will be responsible for the care, control, security, insurance and maintenance of such equipment.

28.3 BBCSMG may provide a storage area for any equipment but is under no obligation to do so.

29. Assignment/ Sub- Contractors

29.1 You shall not without the prior consent of BBCSMG assign or sub- contract any of Your rights or obligations under these terms and conditions, or in relation to any booking, to any third party.

29.2 Where You engage a sub-contractor for work involving aircraft (including helicopters, balloons, model aircraft, parachutes); armourers; asbestos; diving; explosives, pyrotechnics and fire effects; flying ballet; hydraulic hoist contractors; lasers; location lighting; scaffolding and similar structures; specialised rigging and wiremen; smoke effects and stunt artists, You shall only use those sub-contractors pre-vetted by BBCSMG for that purpose, a list of which BBCSMG shall provide to You on request.

29.3 You shall obtain a written risk assessment from the sub-contractor and incorporate such assessment in Your own risk assessment.

29.4 BBCSMG reserves the right to vary the kinds of work for which it requires BBCSMG pre-vetted sub-contractors and shall notify You accordingly.

29.5 Notwithstanding that all liability for any assignment/sub-contractor rests with You, any sub-contractor engaged by You shall be subject to the same obligations under these terms and conditions and any specific terms set out in Your Booking Documentation.

29.6 You shall ensure that the sub-contractor complies with these terms and conditions, including if requested obtaining an undertaking from the sub-contractor in favour of BBCSMG, binding the sub-contractor to comply with these terms and conditions and giving the sub-contractor all relevant information provided by BBCSMG to You.

30. Security/Access/Inspection

30.1 You agree to provide BBCSMG with valid identification documents on request.

30.2 You shall obtain from BBCSMG identity cards or entry permits and display these whilst on BBCSMG premises. You shall return these cards or permits to BBCSMG upon termination or expiry of the Booking.

30.3 BBCSMG may conduct random security checks including checking Your possessions and vehicle(s) whilst on BBCSMG premises.

30.4 You may be given access to BBCSMG premises and BBCSMG facilities as part of Your Booking. BBCSMG reserves the right to refuse admission of any person whom BBCSMG deems unacceptable for any reason other than solely to frustrate the booking.

30.5 You agree to grant BBCSMG access to Your premises or such other premises as may reasonably be required for a reason connected with the performance of services.

30.6 You agree that You will return all BBCSMG property, of whatever type, including identity cards or entry permits to BBCSMG premises, to BBCSMG regardless of the circumstances that lead to the termination or the end of the Booking. BBCSMG shall be deemed to have irrevocably all powers and authority to enter Your premises or any other premises to recover and remove such items and recover the costs thereof from You.

31. Good faith/outside activities/publicity

31.1 You agree to at all times act in good faith towards BBCSMG and the applicable commissioning broadcaster and shall not bring BBCSMG or the applicable commissioning broadcaster into disrepute, nor without the prior consent of BBCSMG, make any reference to BBCSMG in any advertising, promotional material nor speak in public about the BBCSMG or its affairs.

32. Intellectual Property Rights (IPR) all roles

32.1 Unless otherwise expressly provided for in any Booking Documentation or supplementary agreement executed in connection with a Booking, all IPR in respect of any work (including future works) created by You in the course of performance of Your services with BBCSMG, whether or not in the course of Your duties ("the Works") shall vest in BBCSMG and You hereby assign to BBCSMG all such rights in respect of the Works together with all related rights, including in respect of any infringements of these rights.

32.2 You will at the request of BBCSMG do all things necessary or desirable to give effect to the rights of BBCSMG under this clause.

32.3 For the avoidance of doubt BBCSMG has the right to edit, copy, alter, and adapt all Works and You waive any moral rights which may arise under the Copyright, Designs and Patents Act 1988, and all similar rights in other jurisdictions.

32.4 You will promptly disclose to BBCSMG all Works made by You (whether alone or with others) during the term of any Booking You have with BBCSMG.

32.5 You will not make an application to register, or oppose any BBCSMG application to register, any of the Works or other BBCSMG owned IPR. You will not knowingly do or procure the doing of anything to imperil the registrability, validity or enforceability of any BBCSMG owned IPR.

33. Additional Intellectual Property for Television and Radio Directors, Producers and Producer/Directors only Products

33.1 The rights granted under 32 above include an assignment with full title guarantee of IPR in all content made by You under these terms and conditions of which You are principal director and/or any contribution You make to scripts.

33.2 You warrant that You are the sole legal and beneficial owner of the rights assigned in 32 above and that You have not assigned or licenced and will not assign or licence any of the rights (other than the right to equitable remuneration arising from exploitation of rental and lending rights) except as set out in 32 above.

34. Products

- 34.1 If products are being provided or produced by You, You warrant that they are fit for the purpose for which they are supplied and where relevant are of satisfactory quality, good construction, suitable and sound material and adequate strength and have been tested prior to delivery.
- 34.2 You shall obtain for BBCSMG all necessary consents, permissions and/or clearances in third party rights (including IPRs) with respect to the products.
- 34.3 Any products provided or produced by You shall comply with all current relevant laws and regulations and codes of conduct.
- 34.4 The product shall be kept in a suitable and secure manner at Your own risk until it is delivered to BBCSMG.
- 34.5 Where any product(s) is found by BBCSMG, upon delivery or collection or subsequently, not to conform to a booking as specified, BBCSMG may accept or reject the whole or any part of it and if it is rejected BBCSMG may recover any payments made for the rejected product.

35. Consent for recording/broadcast

- 35.1 You agree to, without further consent, by any means now known or invented in future:
- (a) the recording of any contribution or performance of any kind (whether or not a performance for the purposes of Part II of the Copyright, Designs and Patents Act 1988 and including but not limited to interviews) which You may give at any time during the term of a booking at the request of BBCSMG in any of BBCSMG's programmes (whether broadcast or not); and
 - (b) reproduce, broadcast or otherwise communicate to the public a record of any such contribution or performance or authorise others to do so at any time whether during or after the termination of the booking.
- 35.2 The terms of any performance made outside the normal duties under any booking You have with BBCSMG shall be governed by the appropriate form of contract required by BBCSMG at the time in question.
- 35.3 You agree to give to BBCSMG all and any necessary consents and grants of property rights in relation to performers' rights under Part II of the Copyright Designs and Patents Act 1988 as amended or updated in future and all other performers' consents and grants of property rights under any present or future law or legislation in force in any part of the world to enable BBCSMG to make the fullest use of the performances.

36. Editorial Control

- 36.1 You acknowledge that BBCSMG and/or the applicable commissioning broadcaster has final editorial control and neither BBCSMG or the commissioning broadcaster is obliged to broadcast any programme for which You have provided services.

36.2 If You are providing services as a **Director, Producer or Producer/Director**, You:

36.3 May be invited, subject to reasonable notice, to render services ancillary to any Bookings that You have outside of the Booking period. BBCSMG will make reasonable endeavours subject to BBCSMG's operational and editorial needs to schedule the provision of such ancillary services at a time when You are available. In the event of You being unavailable to render such services at a time consistent with these needs, BBCSMG shall be entitled to obtain such services from another **Director/Producer/Producer-Director**.

36.4 Acknowledge that the remuneration set out in the Booking Documentation takes account of all the circumstances and is considered by You to include equitable remuneration in respect of any rental of Your contributions.

36.5 Shall be entitled to be reimbursed expenses wholly and exclusively incurred by You during the course of providing Your services and that conditions relating to expenses set out in clause 9 will apply.

36.6 If contracted as a **Television Director** for any booking, subject to You (i) duly rendering all of the services required under any Booking(s) and (ii) not being in material default of these terms and conditions or any terms in the Booking Documentation, You shall be accorded a "Directed by" credit in copies of the programme produced by BBCSMG as the director of the programme, with place and positioning subject to the applicable commissioning broadcaster's credit guidelines or normally in last position in the front credits, the precise form of such credit to be in accordance with the BBC's Credit Guidelines in respect of programmes commissioned by the BBC - [BBC Credit Guideline](#).

36.7 Shall report to The Producer on all matters concerned with the production of the programme(s) covered by these terms (if appropriate), provided however that they may discuss in confidence with the Head of Production or appropriate senior member of BBCSMG Human Resources any substantial matters on which after using all reasonable endeavours they have failed to reach agreement with The Producer.

36.8 With regards to the indemnity set out in this Contract, You shall not be liable in respect of any materials supplied to You by BBCSMG.

37. Data Protection

37.1 Interpretation. For the purposes of this Clause and the Booking Documentation -

(a) "Data Protection Law" means -

i. the Data Protection Act 2018,

- ii. the General Data Protection Regulation 2016/679/EU ("GDPR") as enacted by the United Kingdom ("UK GDPR"),
 - iii. GDPR, where applicable, and
 - iv. any other Domestic Law relating to the Processing of Personal Data under the Contract, and
- (b) the terms "Controller", "Data Subject", "Domestic Law", "International Organisation", "Member State", "Personal Data", "Personal Data Breach", "Processing", "Processor", "Supervisory Authority", and "Third Country" shall bear the same meanings as set out in the applicable Data Protection Law.

37.2 Except in respect of Processing specified in the Booking Documentation ("Specified Processing"), You and BBCSMG are a separate and independent Controllers, and You will comply with Your obligations under Data Protection Legislation.

37.3 Where you are processing data on behalf of BBCSMG, You will be a Processor on behalf of BBCSMG with respect to Specified Processing, and Clauses 37.4 to 37.11 will apply, as required by Data Protection Law.

37.4 Instructions. You will undertake Specified Processing only in accordance with BBCSMG's documented instructions, as may be amended from time to time at BBCSMG's sole discretion, except where –

- (a) You, or Your permitted sub-processors and/or agents, are required by Domestic Law to undertake Specified Processing otherwise than in accordance with BBCSMG's documented instructions, or
- (b) in Your reasonable opinion, a BBCSMG instruction infringes Domestic Law, and
- (c) in either case, You will promptly inform BBCSMG, unless Domestic Law prohibits You from doing so.

37.5 Security. You will ensure Specified Processing is secure by implementing technical and organisational security measures which are no less stringent than those identified in BBCSMG's information security, which is available at <https://www.bbc.co.uk/supplying/documents/bbc-third-party-information-security-requirements-bbc-data-v1.4.pdf> ("BBCSMG Third Party Information Security Requirements") as adopted by BBCSMG and as may be amended by BBCSMG, at its sole discretion.

37.6 Confidentiality. You will only grant access to the Personal Data being Processed on behalf of BBCSMG (“Specified Personal Data”) to persons under Your authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need to know basis.

37.7 Sub-Processors. You are permitted to have our general authorisation to engage another Processor (“Sub-Processor”) to undertake Specified Processing. However—

- (a) You will inform BBCSMG of any intended changes concerning the addition or replacement of a Sub-Processor, at least 30 days in advance of any such addition or replacement,
- (b) You will impose data protection obligations identical to, or no less stringent than, those set out in this clause, on the Sub-Processor by way of a contract, a copy of which You will make available to BBCSMG on request, and
- (c) You will remain fully liable for any failure by the Sub-Processor to fulfil its data protection obligations.

37.8 Assistance. You will promptly provide and procure at no charge to BBCSMG, information and reasonable assistance to enable BBCSMG to fulfil its obligations to -

- (a) respond to requests from Data Subjects made in reliance of the Data Protection Law,
- (b) demonstrate Your compliance (and any permitted sub-processors’ and/or agents’ compliance) with this clause including the record keeping under applicable Data Protection Law,
- (c) comply with other obligations imposed on BBCSMG by Data Protection Law, including, but not limited to -
 - i) security,
 - ii) privacy impact assessments, and
 - iii) consultation, investigation, audit and enquiries by a Supervisory Authority.

37.9 Personal Data Breaches. In case of any actual or suspected Personal Data Breach affecting Specified Personal Data (“Relevant Personal Data Incident”), You will, without undue delay, and within 24 hours, after having become aware of it, notify BBCSMG, including the following in your notice:

- (a) a description of the incident,
- (b) the categories and approximate number of Data Subjects and data records,
- (c) whether any affected Specified Personal Data was de-identified, pseudonymised, anonymised, or encrypted,
- (d) the name and contact details of Your data protection officer or other contact point in relation to the Relevant Personal Data Incident,
- (e) a description of the likely consequences of the Relevant Personal Data Incident, and
- (f) a description of any measures taken, or proposed to be taken, by You to address the Relevant Personal Data Incident, including, where appropriate, measures to mitigate its possible adverse effects.

37.10 Erasure and return of Personal Data. At the end of the Your engagement, You will return any and all Specified Personal Data in your possession or under your control to BBCSMG and delete existing copies unless Domestic Law requires otherwise, in which case You will inform BBCSMG.

37.11 Audit and inspection. You will make available to BBCSMG any and all information necessary to demonstrate Your compliance with the obligations laid down in Data Protection Law and this Clause and allow for and contribute to audits, including inspections, conducted by BBCSMG or another auditor mandated by BBCSMG.

38.Deductions

38.1 BBCSMG may deduct from the Fee any amounts, which are not otherwise in dispute, owing by You to BBCSMG or under an agreement to provide services, whether connected with this Contract or otherwise.

38.2 If BBCSMG is required, pursuant to any applicable present or future law, rule or regulation of any competent governmental or other administrative body, to make any deduction or withholding in respect of tax or otherwise from any amount or amounts payable to You pursuant to the Contract, BBCSMG shall:

- (a) be entitled to pay the amount or amounts in question after the deduction of the amount of such withholding or deduction;
- (b) promptly pay to the relevant authority within the period permitted by law the amount of such withholding or deduction; and

- (c) provide You with written evidence it has made the payment to the relevant authority.
- (d) If BBCSMG does not make such withholding or deduction, You shall pay any and all taxes and other charges payable on account of such sums and You indemnify and agree to keep BBCSMG fully indemnified from and against any liabilities or expense in connection with such withholding or deduction.

38.3 For these purposes, amounts in currency other than Sterling shall be converted at the exchange rate provided to BBCSMG by Bloomberg on a monthly basis.

38.4 You agree that in the event that BBCSMG concludes that it has failed to deduct an amount from a payment that it could have deducted in accordance with this clause above, it shall be entitled to deduct such amount from any further payment made to You in connection with this Contract, including by way of set-off of amounts owed by and to it. Any exercise of the BBCSMG's rights under this clause shall not limit or prevent the exercise or further exercise of such rights or any other rights or remedies BBCSMG may have.

39. Entire Agreement

39.1 This Contract will prevail at all times over all other terms and conditions which You may purport to apply. This Contract can only be amended by prior written agreement between the parties.

39.2 Save in respect fraudulent misrepresentation, this Contract constitutes the entire understanding of the parties with respect to the Booking and supersedes all prior agreements, negotiations and discussions between the parties. Any schedules form part of this Contract.

40. Termination

40.1 With the exception of the following roles: Television and Radio Directors, Producers and Producer/Directors, BBCSMG shall be entitled at any time to terminate this Contract if:

- (a) the provision of services is prevented by reason of force majeure (including certified illness or physical incapacity rendering You incapable of providing the services);
- (b) You commit a breach of any of the provisions of the Contract and:
 - (if the breach is capable of remedy) You fail to remedy it within seven (7) days (or such shorter period as may be reasonably required by BBCSMG) of receipt of a written notice specifying the breach and requiring its remedy;
 - or
 - the breach is not capable of remedy; or
 - the breach is a material breach or a breach of a material term;

- (c) You are repeatedly in breach or You fail to observe any of the terms and conditions of this Contract
- (d) If the results of any medical examination carried out under clause 11 (Health) above means BBCSMG is unable to effect production insurance on terms acceptable to BBCSMG;
- (e) You fail to submit a DBS check or PVG scheme membership, whichever is relevant (where this is required for the services to be provided)
- (f) You suffer an insolvency event under any law relating to bankruptcy, insolvency or the relief of debtors anywhere in the world
- (g) the continued performance of the engagement is prevented by reasons beyond its reasonable control
- (h) You are unable to perform the services for any reason

40.2 With the exception of the following roles: Television and Radio Directors, Producers and Producer/Directors, if a booking is otherwise terminated for any other reason other than (a) – (h) above, You will be paid for services provided until the date of termination and BBCSMG will make a payment equivalent to one weeks' fee or the remainder of the booking, whichever is the lesser.

40.3 For Television and Radio Directors, Producers and Producer/Directors, BBCSMG may terminate a booking with immediate effect with payment made for services provided until the date of termination only if:

- (a) You are in material breach of Your obligations which are not capable of remedy
- (b) You commit a breach of any of the provisions of the Contract and:
 - (if the breach is capable of remedy) You fail to remedy it within seven (7) days (or such shorter period as may be reasonably required by BBCSMG) of receipt of a written notice specifying the breach and requiring its remedy;
 - or
 - the breach is not capable of remedy; or
 - the breach is a material breach or a breach of a material term;
- (c) the continued performance of the engagement is prevented by reasons beyond its reasonable control
- (d) You are unable to provide the services for any reason

40.4 For Television and Radio Directors, Producers and Producer/Directors, if a booking is terminated for any other reason than a-d above, You are entitled to receive the full fee specified in Your booking which remains unpaid at the date of termination, subject to the normal duty to mitigate loss being taken into account.

40.5 Regardless of the role, if You are due to receive/or have received a payment in accordance with this clause (a “payment”), but You are booked to work with BBCSMG and/or any associated company during the same period for which You would be due to receive/have received payment in compensation for the previous booking, then the payment is not payable.

You are required to disclose this to BBCSMG and return any payment made. If BBCSMG becomes aware that You have breached this, it reserves the right to either demand for immediate repayment the payment and/or terminate the booking with immediate effect and make no payment.

40.6 On termination or the end of a booking, you agree that you will return all BBCSMG property, of whatever type, including identity cards or entry permits to BBCSMG premises, to your booker/manager regardless of the circumstances that lead to the termination or the end of the booking.

41. Governing law

41.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.