



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

### 1. Contract

- 1.1 On the separate occasions that You are engaged by the BBC (each, a “**Booking**”), the specific details of that Booking will be set out in the BBC’s 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 the BBC.
- 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 Contracting Party

- 2.1 In these terms and conditions, the BBC means the member of the BBC Group named in the Booking Documentation.

### 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 (**Intellectual Property Rights (IPR) all roles**), 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 the BBC 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 the BBC 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 the BBC’s discretion to offer to engage You and that the BBC 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 the BBC 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 the BBC during the time You are not booked by the BBC.

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

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

#### **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. Failure to provide



satisfactory evidence of the right to work in UK before the start of your engagement may result in termination of the contract.

## **7. Fee**

- 7.1 In consideration of the services provided, the BBC 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 BBC procedural requirements.
- 7.3 Payments for additional days worked (if applicable) will only be permitted as agreed with Your Booker or BBC 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 the BBC with up to date and accurate information required by the BBC 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, Your date of birth and Your bank details.
- 7.5 Claims for payments of fees must be made as promptly as reasonably possible by complying with the BBC's process (which shall be notified to You). The BBC shall endeavour to pay such sums as soon as reasonably practicable after You have claimed payment.
- 7.6 For "auto-pay" Bookings, You will be deemed to have accepted the Booking on commencement of provision of Your services.
- 7.7 The BBC 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 the BBC whenever such sums were due.

## **8. Expenses**

- 8.1 Unless specifically agreed with the BBC, 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 the BBC 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 BBC employee would have been entitled to incur under applicable BBC policies, and that You have provided the BBC with proper supporting evidence of the expenses incurred.

## **9. BBC Budgetary Limits**

- 9.1 You shall comply with relevant BBC budgetary limits (if applicable) which the BBC has provided. You acknowledge that if You exceed such limits without the prior approval of the BBC, the BBC is not liable to reimburse You in respect of any sums over such limits.
- 9.2 In certain circumstances, You may be asked by the BBC as part of a Booking to act as a buying and/or paying agent of the BBC for the purchase of goods, facilities or services on behalf of the BBC.



Where this is the case, any expenditure must be agreed with the BBC in writing prior to the purchase and You shall obtain a VAT invoice made out to the BBC. 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 the BBC 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, the BBC shall be entitled to terminate this Contract forthwith subject to payment of a fair proportion of the Fee(s) as determined by the BBC 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 BBC in respect of Your tax or national insurance liabilities, You shall fully indemnify and hold harmless the BBC 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 Named Individual 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 The BBC 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 The BBC may terminate this Contract if:

- (a) in the case of a request mentioned in clause 10.7 above:
  - (i) You fail to provide information in response to the request within a reasonable time, or
  - (ii) 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) The BBC 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 The BBC 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 the BBC 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 the BBC 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 notify the BBC and as promptly as is reasonably practicable provide a suitable replacement acceptable to the BBC.

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

## **13. Competency**

13.1 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, the BBC may end the Booking with immediate effect.

#### **14. Term**

14.1 The Contract remains in full force and effect for the period set out under the 'Booking Dates' 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 10 Warranties, 26 Indemnity, 18 Confidentiality, 38 Deductions, 41 Governing Law extend beyond the term.

#### **15. Expected Behaviour**

15.1 During your engagement, You shall comply with the BBC Code of Conduct, the BBC Values and 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 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 a 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 the BBC 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"). The BBC has chosen NEST (National Employment Savings Trust) as its PAE provider. The BBC reserves the right to use an alternative provider other than NEST in respect of PAE at any time in the future.

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

17.3 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 the BBC 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, the BBC would recommend that You seek independent financial advice as regards your pension benefits and tax position.

17.4 You undertake to provide the BBC 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 the BBC:

- (a) Write for any publication or speak in public about the BBC 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 the BBC, its suppliers or customers, which they learn about through their booking with the BBC; 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 BBC 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 the BBC 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: making a relevant pay disclosure under the Equality Act 2010; or making a qualifying disclosure as defined by the Public Interest Disclosure Act 1998.

## **19. BBC Policies**

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



19.2 The BBC 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 with BBC policies, Your booking with the BBC may be terminated.

Link to [BBC Policies](#).

## **20. Declaration of Personal Interests**

20.1 You must read the BBC'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 Procurement Policy which can be found here: [BBC Policies](#)

## **22. Anti-Bribery**

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

22.2 Breach of this obligation will be deemed to be a material breach of contract and the BBC may terminate Your Booking.

## **23. Editorial Compliance**

23.1 You agree to and work in accordance with the BBC's Editorial Guidelines and associated guidance 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 the BBC's current safety regulations, which are found on the BBC [Safety](#) site.

## **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 arrangements which may be available to You (subject to eligibility criteria) whilst working for the BBC under this Contract is available [here](#) on the BBC Freelance 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 The BBC 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 the BBC, 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 the BBC 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 the BBC 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 Business**

27.1 If You are required to drive for the purpose of performing the services during Your booking with the BBC (whether or not the BBC 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 the BBC and compliance with the Motor Vehicle Procedure (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 the BBC, You agree to comply with the BBC's guidelines on the use of IT and related equipment, including the BBC's Use of Technology Policy, which can be found here: [BBC Policies](#)

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 The BBC 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 the BBC 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 the BBC for that purpose, a list of which the BBC 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 The BBC reserves the right to vary the kinds of work for which it requires BBC 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 the BBC, binding the sub-contractor to comply with these terms and conditions and giving the sub-contractor all relevant information provided by the BBC to You.

29.7 You warrant that any agent or sub-contractor engaged by You to assist in providing services are legally entitled to work in the United Kingdom and, without prejudice to the foregoing, that the You have not breached Section 8(1) of the Asylum and Immigration Act 1996 as amended by the Nationality, Immigration and Asylum Act 2002.

### **30. Security/Access/Inspection**

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

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

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

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

30.5 You agree to grant the BBC 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 BBC property, of whatever type, including identity cards or entry permits to BBC premises, to the BBC regardless of the circumstances that lead to the termination or the end of the Booking. The BBC 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 the BBC and shall not bring the BBC into disrepute, nor without the prior consent of the BBC, make any reference to the BBC in any advertising, promotional material nor speak in public about the BBC 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 the BBC, whether or not in the course of Your duties (“the Works”) shall vest in the BBC and You hereby assign to the BBC 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 the BBC do all things necessary or desirable to give effect to the rights of the BBC under this clause.

32.3 For the avoidance of doubt the BBC 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 the BBC all Works made by You (whether alone or with others) during the term of any Booking You have with the BBC.

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

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

33.1 The rights granted under 32 above include an assignment with full title guarantee of IPR in all Works 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 the BBC 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 the BBC.
- 34.5 Where any product(s) is found by the BBC, upon delivery or collection or subsequently, not to conform to a booking as specified, the BBC may accept or reject the whole or any part of it and if it is rejected the BBC 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 the BBC in any of the BBC'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 the BBC shall be governed by the appropriate form of contract required by the BBC at the time in question.
- 35.3 You agree to give to the BBC 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 the BBC to make the fullest use of the performances.

### **36. Editorial Control**

- 36.1 You acknowledge that the BBC has final editorial control and the BBC is not 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. The BBC will make reasonable endeavours subject to the BBC'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, the BBC 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 8 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 made by the BBC as the director of the programme, normally in last position in the front credits, the precise form of such credit to be in accordance with the [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, senior member of BBC HR or appropriate BBC contact 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 the BBC

### 37. Data Protection

37.1 (a) "Data Protection Law" means the Data Protection Act 2018, where applicable, the General Data Protection Regulation 2016/679/EU ("GDPR") and/or the GDPR as enacted by the United Kingdom ("UK GDPR"), and any other applicable laws relating to the processing of Personal Data under the Contract, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all related regulations, regulatory codes of practice, opinions and guidance, including such issued by the Information Commissioner

(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. Named Individual as a Controller. Except in respect of Processing specified in the Booking Documentation (“Specified Processing”), You and the BBC are a separate and independent Controllers, and You will comply with Your obligations under Data Protection Legislation.

37.3. Named Individual as a Processor on behalf of the BBC. Where you are processing data on behalf of the BBC, You will be a Processor on behalf of the BBC 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 the BBC’s documented instructions, as may be amended from time to time at the BBC’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 the BBC’s documented instructions, or

(b) in Your reasonable opinion, a BBC instruction infringes Domestic Law, and

(c) in either case, You will promptly inform the BBC, 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 the BBC’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> (“BBC Third Party Information Security Requirements”) and as may be amended by the BBC, at its sole discretion.

37.6. Confidentiality. You will only grant access to the Personal Data being Processed on behalf of the BBC (“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 have our general authorisation to engage another Processor (“Sub-Processor”) to undertake Specified Processing. However—

(a) You will inform the BBC 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 the BBC 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 the BBC, information and reasonable assistance to enable the BBC 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 the BBC 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 the BBC, 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 the BBC and delete existing copies unless Domestic Law requires otherwise, in which case You will inform the BBC.

37.11. Audit and inspection. You will make available to the BBC 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 the BBC or another auditor mandated by the BBC.

### **38. Deductions**

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

38.2 If the BBC 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, the BBC 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.

38.3 If the BBC 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 the BBC fully indemnified from and against any liabilities or expense in connection with such withholding or deduction.

38.4 You agree that in the event that the BBC concludes that it has failed to deduct an amount from a payment that it could have deducted in accordance with clause 38.1 and 38.2 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 BBC's rights under this clause shall not limit or prevent the exercise or further exercise of such rights or any other rights or remedies the BBC 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, the BBC 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 the BBC) 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 the BBC is unable to effect production insurance on terms acceptable to the BBC;
- (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) For any other reason subject to payment of the full Fee or to the offer of alternative date(s) as the BBC shall reasonably decide

40.2 If a booking is otherwise terminated for any other reason other than (a) – (g) above, You will be paid for services provided until the date of termination and the BBC 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, the BBC 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 their 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 the BBC) 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, or

40.4 If a booking is terminated for any other reason than a-c 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 the BBC 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.

40.6 You are required to disclose this to the BBC and return any payment made. If the BBC 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.

#### **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.