

## On-Air Contributor Self-Employed Individual and Service Company Terms & Conditions

### 1. Contract

- 1.1 On the separate occasions that You are engaged by BBCSPL (each, a “**Booking**”), the specific details of that Booking will be set out in BBCSPL’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 BBCSPL.
- 1.3 For “auto-pay” Bookings You will be deemed to have accepted the Contract on commencement of provision of the Contribution 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, “**BBCSPL**” 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 (the “**Contributor**”).

*For Bookings of a company or organisation (including partnership) for the services of the Contributor:*

- 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 Contributor.
- (b) You acknowledge that obligations, undertakings, warranties and representations on or by the Contributor will be interpreted as an agreement by You to procure that the Contributor will fulfil those obligations, undertakings, warranties and representations.
- (c) In respect of clause 7 (*Waiver of moral rights*), You warrant that You have procured that the Contributor 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

# BBC Studios Productions Limited

for the whole of the Term and upon dissolution You will transfer any remaining obligations hereunder to the Contributor.

(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 Contributor, You warrant that You have the written authority to bind all Contributors to this Contract and the term "Contributor" will include all such individuals.

(g) If required by BBCSPL, You will procure that the Contributor executes a guarantee letter in a form provided by BBCSPL ("**Guarantee Letter**"), and if a Guarantee Letter is required, You acknowledge that BBCSPL will have no liability to pay the Fee unless and until such Guarantee Letter has been duly executed by the Contributor and returned to BBCSPL. Where there is more than one Contributor, each Contributor will need to sign a Guarantee Letter.

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

3.4 "**Contribution**" means all contributions, as well as the products of the services, made and/or delivered by You in connection with this Contract including but not limited to Your performance (as well as rehearsals) and spoken, written and artistic material (including audio and video recordings thereof) provided by You, and where BBCSPL has commissioned recordings from You, You will procure that such recordings belong to BBCSPL. For the purposes of US copyright law, the Contribution will be considered a "work or works made for hire" for BBCSPL.

## 4. Contribution

4.1 You undertake to provide the Contribution to BBCSPL as required under this Contract and to observe and perform the terms and conditions of the Contract.

4.2 You undertake to make such attendances as are agreed in connection with the Contribution, and in the case of any Contribution in front of an audience or which may be filmed, You undertake to comply with BBCSPL's requirements regarding appearance (including make-up and clothing).

4.3 If the Contribution includes written material, You undertake that any such written material will comply with BBCSPL's requirements (as notified to You by BBCSPL) in relation to content and delivery times and that You will, if required, provide additional written material for use in publications ancillary to the Programme(s) on the same basis.

### *Warranties*

4.4 You undertake, warrant and represent that:

(a) the Contribution:

- will be Your original work;
- does not and will not contain any infringement of copyright or any other rights or any third party and that You will disclose to BBCSPL any

## BBC Studios Productions Limited

- copyright material included in the Contribution of which You are not the owner;
  - will not bring BBCSPL or applicable commissioning broadcaster into disrepute or be defamatory or constitute a contempt of court; and
  - will not contain advertisements or anything of an advertising nature;
- (b) You will not make or authorise the broadcast or other use of all or any part of the Contribution;
- (c) You possess all necessary skill, ability, knowledge and experience to execute and provide the Contribution as a first-class contributor conscientiously and in a professional manner at all times, complying with any reasonable requests of BBCSPL;
- (d) You will use all proper care and diligence in providing the Contribution;
- (e) if the Contribution includes the provision of services as an expert on a subject, You shall use due care, skill and diligence as would reasonably be expected of a competent provider of such services and that You are and will continue to be fully informed to the highest standard in Your area of specialism to the satisfaction of BBCSPL; and
- (f) if the Contribution includes the provision of translation services, Your translation will be a true and wholly accurate translation of the material provided to You for such translation and will be to a standard acceptable to BBCSPL.

### 5. Fee

- 5.1 In consideration of Your provision of the Contribution and of the grant of rights as set out in clause 7 (*Rights*), where such rights arise, BBCSPL agrees to pay You the fee set out in the Booking Documentation (the “**Fee**”).
- 5.2 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 BBCSPL procedural requirements.
- 5.3 Where an agent is named in the Booking Documentation, You authorise BBCSPL to pay the Fee (including VAT) to that agent and You accept that any such payment shall constitute a full and valid discharge of any claim against BBCSPL in respect of any monies so paid.
- 5.4 You acknowledge that the Fee includes fair and equitable remuneration in respect of any rental or lending of the Contribution.
- 5.5 Payment of the Fee is subject to You having provided BBCSPL with up to date and accurate information required by BBCSPL 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.
- 5.6 The Booking Documentation may show that the Fee is payable in regular instalments, for administrative ease. In such case, the Fee will be reconciled prior to the end of the Term. Any over-payments shall be set off against instalments projected as owing at the end of the Term and under-payments shall be payable

# BBC Studios Productions Limited

within 30 days of receipt of an invoice in relation to the same which may be issued by You at the end of the Term.

## **6. Income Tax and National Insurance Contributions**

6.1 You are solely responsible for Your financial planning and tax advice and BBCSPL accepts no liability in this respect. The offer of the Booking is made solely in respect of the Contribution and not in any wider context, of which You and Your advisors are assumed to have knowledge.

### *For Bookings with an individual*

6.2 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.

6.3 Should the HMRC tax tribunal or other adjudicative body with appropriate jurisdiction find you have not complied with these obligations, BBCSPL shall be entitled to terminate this Contract forthwith subject to payment of a fair proportion of the Fee(s) as determined by BBCSPL after discussion with You for work already carried out up to the date of termination. Thereafter you will have no further claim against BBCSPL and the grant of rights under clause 7 below (*Rights*) will survive such termination.

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

### *For Bookings with a company*

6.5 Where You (and where applicable the Contributor) 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.

6.6 Where You (and where applicable the Contributor) are liable for National Insurance Contributions (NICs) in respect of consideration received under this Contract, You shall, and shall procure that the Contributor 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.

6.7 BBCSPL may, at any time during the Term, request that You provide information which demonstrates how You (and where applicable the Contributor) comply with clauses 6.5 and 6.6 above or why those Clauses do not apply.

## BBC Studios Productions Limited

6.8 A request under clause 6.7 above may specify the information which You (or the Contributor) must provide and the period within which that information must be provided.

6.9 BBCSPL may terminate this Contract if:

(a) in the case of a request mentioned in clause 6.7 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 Contributor) comply with clauses 6.5 and 6.6 above or why those clauses do not apply to You;

(b) in the case of a request mentioned in clause 6.7 above, You fail to provide the specified information within the specified period, or

(c) BBCSPL receives information which demonstrates that, at any time when clauses 6.5 and 6.6 apply to You (and where applicable the Contributor), either You, the Contributor or both are not complying with those clauses.

Thereafter you will have no further claim against BBCSPL and the grant of rights under clause 7 below (*Rights*) will survive such termination.

6.10 BBCSPL 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.

6.11 You will procure that there are written terms between You and the Contributor prior to signature of this Contract which oblige the Contributor to comply personally with the requirements of clauses 6.5, 6.6, 6.7 and 6.8 above in respect of any consideration received by the Contributor in connection with this Contract.

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

## 7. Rights

7.1 You assign to BBCSPL with full title guarantee the complete copyright, performers' rights and all other related rights (including any rental and lending rights) for all purposes (including use in all media now known or in the future) in the Contribution throughout the Universe in perpetuity.

7.2 You grant BBCSPL the unlimited right to edit copy alter add to take from adapt or translate the Contribution, and, with regard to the Contribution and the Programme(s) in which it is included, You waive irrevocably any "moral rights" You may have under the laws of any jurisdiction.

## 8. Term

8.1 The Contract remains in full force and effect for the period set out in the Booking Documentation (the "**Term**").

# BBC Studios Productions Limited

8.2 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.

8.3 For the avoidance of doubt, the obligations under clauses 6 *Income Tax and National Insurance Contributions*, 16 *(Deductions)*, 21 *(Indemnity)*, 19 *(Confidential Information)*, 22 *(No Assignment)*, 24 *(Third Party Rights)*, 29 *(Data Protection)*, 4.4 *(Company Warranty)*, 33 *(Governing Law)* extend beyond the Term.

## 9. Additional clauses for longer-term Bookings

9.1 For Bookings of three months or longer, the following additional terms apply:

### *Availability*

9.2 Once dates and times for the provision of the Contribution have been agreed with BBCSPL ("**Call Days**"), You will make Yourself available to BBCSPL on those Call Days. Any day of the year might be agreed as a Call Day (including public holidays) and a day is a full day, save as may otherwise be provided for herein, for however long the production schedule dictates.

9.3 For regular presenting Contributions, Call Days will set be out in the Booking Documentation as an indicative pattern of presentation shifts provided at a production base.

9.4 On occasion, and where reasonable, You might be asked to present on location (in respect of which any additional travel or accommodation will be paid for by BBCSPL). Where additional time is necessarily incurred in fulfilling the Booking at the request of BBCSPL, for example, You are asked to travel or work outside of Your agreed Call Days, You may, where reasonable, be entitled to additional compensation that should be agreed in advance with the Editor or Executive Producer (or their nominee).

9.5 You undertake to be contactable and available as necessary to provide the Contribution on any Call Days as are set out in the Booking Documentation. For the avoidance of doubt, the minimum commitment (howsoever it is construed i.e. whether in terms of days or shows or episodes etc.) is based upon You making Yourself available to fulfil the minimum commitment and if You are not so available, for any reason, the Fee (including any minimum guarantee) shall be reduced proportionately.

### *Ancillary services included in the Contribution*

9.6 In order to provide the Contribution, you will provide all reasonable ancillary services (some of which must be carried out at Your own time and at Your own cost) such as:

- (a) preparation, all attendances, appearing in and out of vision/on and off air;

# BBC Studios Productions Limited

- (b) provision of appropriate clothing (as described below), in the case of an in-vision Booking;
- (c) creative input for content production (including, where this is agreed to be part of your role, researching, writing and editing Your own oral and written contributions/blogs and other associated content, revising as required from time to time);
- (d) travel as deemed reasonably necessary by BBCSPL (and You will throughout the Term hold a valid passport and will fully cooperate with BBCSPL in obtaining any work permits and visas etc. necessary to provide the Contribution); and
- (e) press, promotion and trails.

## *Appropriate clothing*

9.1 Notwithstanding the provisions of clause 11 (*Editorial standards, broadcast regulation, conflicts of interest*):

- “appropriate clothing” referred to above excludes clothing You have been given or sold at a reduced cost by the brand/manufacturer/retail outlet, unless the price reduction was generally available to members of the public; and
- for clarity, and in respect of appearances in vision only, it is a pre-condition of this Contract that if You have any arrangements regarding the supply of clothing for use without cost or at a reduced cost or in return for other benefits, You must have notified BBCSPL before accepting the Booking. You may not wear such clothing for the provision of the Contribution.

## *Providing services to third parties*

9.2 You agree that, to preserve the value of this Booking to BBCSPL, You should not without appropriate consultation with BBCSPL provide the same or similar services or contributions to another audio and/or visual producer or broadcaster where the products of those services or contributions: (i) would be available to audiences in the UK or Republic of Ireland at or around the same time as the Programme; and/or (ii) would conflict with clause 11 (*Editorial standards, broadcast regulation and conflict of interest*).

## *Suspension*

9.3 BBCSPL is entitled to suspend this Contract for up to 3 months if it reasonably believes You have:

- behaved in a manner which is or may be perceived to be contrary to clause 11 (*Editorial standards, broadcast regulation and conflicts of interest*) or clause 10 (*Expected behaviour*) and/or could bring BBCSPL or the applicable commissioning broadcaster into disrepute; or
- committed a material breach of this Contract.

In such circumstances:

- suspension will take effect immediately by BBCSPL giving written notice to You;
- BBCSPL may at its absolute discretion reduce the Fee by an amount proportionate to the suspension period;
- the terms of this Contract will continue to apply, save that BBCSPL is not obliged to pay the Fee, and you are not obliged to provide the Contribution;

## BBC Studios Productions Limited

- the right to suspend this Contract will be entirely at BBCSPL's discretion and will not in any way limit BBCSPL's rights elsewhere in this Contract;
- BBCSPL will have the right during or by the end of the suspension period to terminate this Contract;
- BBCSPL may at its absolute discretion end the suspension early by giving You 2 weeks' written notice;
- for clarity, if Your alleged conduct is also being investigated by the police (an "**Investigation**") and this Contract is suspended rather than terminated, You will not be entitled to the portion of the Fee that might otherwise have been paid during the suspension period even if no charges are brought or if charges are dropped and/or if You are acquitted of all charges;
- if the outcome of any Investigation and/or the outcome of a criminal prosecution is not known before the end of the suspension period this will be an event of *force majeure* under clause 20 (*Termination*).

9.4 For the avoidance of doubt, if this Contract is suspended under this clause:

- all rights hereby granted and/or assigned to BBCSPL will remain vested in BBCSPL;
- the obligations of clause 19 (*Confidential Information*) and 21 (*Indemnity*) shall continue to apply;
- any unpaid Fee for any part of the Contribution provided before the suspension will remain payable;
- any suspension shall not extend the Contract Term.

### 10. Editorial control

10.1 You acknowledge that the applicable commissioning broadcaster has final editorial control of the BBCSPL content you are contributing to.

10.2 You acknowledge that the Programme title(s) and the date and time of transmission/release of the Programme(s) may be changed at the discretion of the applicable commissioning broadcaster.

10.3 You acknowledge that there is no obligation to broadcast or otherwise use the Contribution and neither BBCSPL or applicable commissioning broadcaster, shall be liable to You for loss of publicity or otherwise as a result thereof.

### 11. Editorial standards, broadcast regulation, conflicts of interest

11.1 By accepting this Booking, You warrant that You have a good and up-to-date understanding of the laws and regulations that broadcasters are obliged to comply with including but not limited to the Ofcom [Broadcasting Code](#) (the "**Ofcom Code**").

11.2 BBCSPL produces in accordance with the Ofcom Code and with the BBC's [Editorial Guidelines](#) and [accompanying guidance](#) (together, the "**Editorial Standards**"), and You confirm Your familiarity with and understanding of those documents (as amended and updated from time to time).

## BBC Studios Productions Limited

11.3 It will be considered a material breach of this Contract should Your acts or omissions put BBCSPL or the applicable commissioning broadcaster in breach of its regulatory obligations as set out in this provision.

11.4 You acknowledge that BBCSPL and the applicable commissioning broadcaster's reputation for impartiality, integrity, independence and decency is fundamental, and therefore agree that no part of the Contribution or Your activities and conduct will compromise, undermine or call into question, or be perceived to compromise or call into question, any of the foregoing and must not bring BBCSPL, the applicable commissioning broadcaster or its content, into disrepute.

11.5 Based on information in the public domain about You and Your business activities and external interests, BBCSPL is comfortable that no conflicts of interest should arise in relation to this Booking, however, it is a pre-condition of this Contract that You have declared any potential conflicts in accordance with Section 15 of the Editorial Standards.

11.6 If during the Term You consider undertaking any other work or activities that You believe may or may be perceived to be such a conflict You should raise it with Your key editorial contact and BBCSPL will provide expert guidance to facilitate continued compliance. If a conflict exists or arises it may be that any or all of the Contribution is rendered unusable by BBCSPL which BBCSPL would treat as a material breach of this Contract by You.

11.7 This clause 11 will remain in force: (a) for the duration of the Term if the whole Contribution has been made available to the public by that date and the Contribution is no longer available on the applicable commissioning broadcaster's online services; or (b) until the earlier of: (i) 30 days following the date on which the whole Contribution has been made available to the public and is no longer available on the applicable commissioning broadcaster's online services; and (ii) 12 months following the end of the Term, except where there are circumstances in respect of which the applicable commissioning broadcaster may require a longer period to ensure continued editorial integrity. In such cases a suitable variation will be mutually agreed between the parties in good faith.

### **12 Expected Behaviour**

12.1 You confirm that You will comply with the BBC Code of Conduct, the BBC Values, which have been adopted by BBCSPL, and the policies and guidelines relevant to Your engagement and can be found here – [Policies & Guidelines](#).

### **13. Health**

13.1 You warrant that You do not know of any health condition which could affect Your ability to provide the Contribution or which could prevent BBCSPL from effecting production insurance on standard terms.

# BBC Studios Productions Limited

13.2 You agree to return (within 7 days) any form of declaration of health submitted to You by BBCSPL for completion.

13.3 If requested, You will undergo a medical examination with a qualified medical examiner (at BBCSPL's expense) when BBCSPL reasonably believes it is necessary. Nothing in this clause will affect BBCSPL's obligations under the Equality Act 2010 or any other applicable legislation.

## **14. Equipment/insurance**

14.1 If applicable, You are responsible for the care, control, security, insurance and maintenance of any equipment and materials provided by You to provide the Contribution.

14.2 You will abide by all safety rules and regulations as notified to You by BBCSPL throughout the Term.

14.3 Details of applicable BBCSPL Insurance cover, which may be available to You (subject to eligibility criteria) whilst working for BBCSPL under this Contract is available [here](#) on the BBC Freelancer Portal on the BBC's website.

## **15. Right to Work**

15.1 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.

## **16. Deductions**

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

16.2 If BBCSPL 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, BBCSPL shall:

- be entitled to pay the amount or amounts in question after the deduction of the amount of such withholding or deduction;
- promptly pay to the relevant authority within the period permitted by law the amount of such withholding or deduction; and
- provide You with written evidence it has made the payment to the relevant authority.

16.3 If BBCSPL 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 BBCSPL fully indemnified from and against any liabilities or expense in connection with such withholding or deduction.

## BBC Studios Productions Limited

16.4 You agree that in the event BBCSPL concludes it has failed to deduct an amount from a payment that it could have deducted in accordance with clause 16.1 or 16.2 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 BBCSPL's rights under this clause shall not limit or prevent the exercise or further exercise of such rights or any other rights or remedies BBCSPL may have.

### **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"). BBCSPL has chosen NEST (National Employment Savings Trust) as its PAE provider. BBCSPL reserves the right to use an alternative provider other than NEST in respect of PAE at any time in the future.

17.2 BBCSPL 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 BBCSPL. 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 BBCSPL 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, BBCSPL would recommend that You seek independent financial advice as regards your pension benefits and tax position.

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

### **18. Criminal Record Checks**

18.1 You agree to submit to a DBS check/PVG scheme membership where BBCSPL considers it appropriate.

### **19. Confidential information**

19.1 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 BBCSPL or the applicable commissioning broadcaster (including output, and private information regarding individuals which You may acquire during Your Booking). This clause

# BBC Studios Productions Limited

will not include information which is or later comes into the public domain otherwise than through an act or omission by You.

19.2 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.

## 20. Termination

20.1 BBCSPL shall be entitled at any time to terminate this Contract:

- (a) if its performance is prevented by reason of force majeure (including certified illness or physical incapacity rendering You incapable of providing part or whole of the Contribution);
- (b) if its performance is prevented by any other cause beyond the reasonable control of BBCSPL, subject to payment of a fair proportion of the Fee as determined by BBCSPL after discussion with You for work already carried out up to the date of termination;
- (c) if 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 BBCSPL) 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;
- (d) if You are repeatedly in breach or You fail to observe any of the terms and conditions of this Contract;
- (e) if the results of any medical examination carried out under clause 13 (*Health*) above means BBCSPL is unable to effect production insurance on terms acceptable to BBCSPL;
- (f) if You fail to submit to a DBS check or PVG scheme membership, whichever is relevant (where this is required for the Contribution to be provided);
- (g) if You suffer an insolvency event under any law relating to bankruptcy, insolvency or the relief of debtors anywhere in the world;
- (h) for any other reason subject to payment of the full Fee or to the offer of such alternative date(s) as BBCSPL shall reasonably decide, subject to Your professional commitments.

20.2 Any termination under this clause shall be without prejudice to any other rights or remedies of BBCSPL and to the grant of rights under clause 7 (*Rights*) in relation to any Contribution made prior to the date of termination.

## 21. Indemnity

21.1 You will at all times keep BBCSPL and the applicable commissioner broadcaster 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.

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

# BBC Studios Productions Limited

- 22. No assignment** 22.1 You will not assign transfer charge or deal in any other manner with this Contract or sub-contract any or all of Your obligations under it.
- 23. Further assurance** 23.1 You agree to execute or cause to be executed all such other documents and do or cause to be done all such further acts and things as BBCSPL may from time to time require in order to give effect to the provisions of this Contract, including but not limited to, vesting in and securing to BBCSPL and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to BBC SPL under this Contract and for the protection and enforcement of the same and otherwise to give full effect to the terms of the Contract.
- 24. Third parties** 24.1 Save in respect of members of the BBC group of companies, this Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are unenforceable by any person who is not a party to the Contract.
- 25. Severability** 25.1 The unenforceability of any particular provision of this Contract will not affect the binding nature of the rest of the Contract.
- 26. No waiver** 26.1 The failure of either party to exercise or enforce any right conferred upon it by this Contract will not be deemed to be a waiver of such right or stop the exercise or enforcement of such right at any time thereafter.
- 27. Limitation of liability** 27.1 BBCSPL shall not be liable to You or to Your legal representatives for any loss, damage or injury to your person or property during or in connection with this Contract unless caused by the negligence of BBCSPL and recoverable on that ground.
- 27.2 If BBCSPL is in breach of any terms of this Contract, your legal remedies will be limited to recovery of any damages only and You will not have the right to restrain the production, communication to the public, promotion or use of the Contribution by, or as authorised by, BBCSPL.
- 28. No partnership; no contract of service** 28.1 Nothing in this Contract will be deemed to constitute either party as the agent of the other party or create a partnership, joint venture or contract of employment between the parties and You cannot obligate or bind BBCSPL in any matter.
- 28.2 This is a contract for services and not a contract of service and BBCSPL shall have no liability to You for any statutory worker and/or employment entitlements and payments such as (without limitation) paid holiday, sick pay, maternity/paternity/adoption and redundancy pay howsoever arising.
- 29. Data protection** 29.1 If You handle any personal data (as defined in the relevant data protection legislation) on behalf of BBCSPL or the applicable commissioning broadcaster,

## BBC Studios Productions Limited

You will abide by the provisions of such legislation and BBCSPL and the applicable commissioning broadcaster's Data Protection policies, as amended from time to time, including BBCSPL's Data Protection Handbook. In particular, You will not: (a) disclose any personal data to anybody not authorised by law or by BBCSPL policy to have access to that information; (b) except as permitted by the Contract, use BBCSPL or the applicable commissioning broadcaster's personal data for any other purposes, including marketing purposes; (c) retain materials, information or data containing BBCSPL's or the applicable commissioning broadcaster's personal data on completion of this Contract. Instead, You will procure that such materials, information or data are returned to BBCSPL.

29.2 You will put reasonable measures in place to ensure that the personal data is protected against unauthorised and unlawful processing, accidental loss, destruction or damage, having regard to the state of technological development and the cost of any measures.

29.3 BBCSPL is responsible for handling personal data You provide, including personal data within the Contribution, in accordance with data protection law. BBCSPL has a legitimate interest in using Your personal data for journalistic, artistic and literary purposes and for the performance of Your Booking with BBCSPL and fulfilling BBCSPL's legal obligations. Any special category or criminal offence data which You provide may be used for the purposes of journalism, arts and literature or otherwise where the law allows.

29.4 For more information about how BBCSPL uses Your personal data and Your rights, please visit (as relevant):

[BBC Studios contributors privacy notice](#)

### 30. Interpretation

30.1 Clause headings and explanatory notes shall not affect the interpretation of this Contract.

30.2 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular; a reference to one gender shall include a reference to the other gender. A reference to writing includes e-mail. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and includes all subordinate legislation made under that statute or statutory provision. The words "includes" or "including" shall mean without limitation and are not intended to establish a definitive list unless otherwise explicitly stated.

# BBC Studios Productions Limited

- 31. Entire agreement** 31.1 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.
- 31.2 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.
- 32. Invitation to complete Diamond diversity monitoring form** 32.1 Broadcasters and Creative Diversity Network (CDN) are monitoring diversity on UK television through Diamond. There is a legitimate interest to collect diversity information about our industry and if You provide us with Your name and email address BBCSPL will enter this in a system called Silvermouse and You will be invited to provide Your diversity characteristics, or if You are the parent or guardian of a child contributor under 18, those of Your child and the characteristics You will be asked to provide are age-dependent. The broadcasters and CDN, as data controllers, are responsible for this data and will retain Your name and email address for this purpose in Silvermouse for as long as diversity is monitored by them. Information is also collected about how viewers might perceive diversity on screen. Further information about Diamond can be found [here](#). If You would prefer not to be involved in Diamond please let Your production contact know within 7 days of the issue date of this Contract.
- 33. Governing law** 33.1 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.