

## On-Air Contributor Worker Terms & Conditions

### 1. Contract

- 1.1 On the separate occasions that You are engaged 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 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 office address is: 1 Television Centre, 101 Wood Lane, London, W12 7FA.

### 3. Definitions

In these terms and conditions:

- 3.1 **“You”** means the individual named in the Booking Documentation (the **“Contributor”**).
- 3.2 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.
- 3.3 **“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 during the booking period as specified in the Booking Documentation and these Worker Terms & Conditions and to observe and perform all terms of the Contract.
- 4.2 You undertake to make such attendances as are agreed in connection with the Contribution.
- 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:
  - i. will be Your original work (save to the extent You have otherwise notified BBCSPL in writing and BBCSPL has confirmed its willingness to proceed in advance of recording or live transmission);
  - ii. 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 copyright material included in the Contribution of which You are not the owner;
  - iii. will not bring BBCSPL or the applicable commissioning broadcaster into disrepute or be defamatory or constitute a contempt of court; and
  - iv. 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 You warrant 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.

## 5. Fee

5.1 In consideration of Your provision of the Contribution and of the assignment of rights as set out in clause 9 (Rights), where such rights arise, BBCSPL agrees to pay You the fee set out in the Booking Documentation (the “**Fee**”).

5.2 As BBCSPL will deduct income tax and Class 1 national insurance contributions in accordance with clause 8, BBCSPL shall not pay VAT on the fee.

5.3 You acknowledge that the Fee includes fair and equitable remuneration in respect of any rental or lending of the Contribution.

5.4 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.

5.5 The Booking Documentation may show that the Fee is payable in monthly or weekly instalments, for administrative ease and in order to reduce overheads and maintain onscreen investment for the licence fee payer. In some cases, the Fee will be reconciled during the final quarter of the Term. Any over-payments shall be set off against instalments projected as owing during the final quarter and under-payments shall be payable 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. Working Time & Holiday**

6.1 You agree that for the duration of the engagement under this Contract, You will work such hours as are necessary to fulfil Your obligations hereunder. Your engagement is subject to the provisions of the Working Time Regulations 1998 (as amended from time to time). You hereby acknowledge and agree that Your hours worked may exceed the maximum weekly working time thereunder; provided however, that You may withdraw such agreement by 3 months' written notice (or, if shorter, a period of written notice equal to the period of Your engagement) to BBCSPL at any time during the engagement. You shall comply with any requests made or measures imposed to enable BBCSPL to monitor Your working time and failure to do so will be a material breach of this Contract by You.

6.2 You are entitled to take 5.6 weeks' paid holiday in each holiday year (commencing on the first day of Your engagement under this Contract), inclusive of public and bank holidays (with a "week" being calculated by reference to the number of days You work during your engagement.) You should take your accrued holiday only on dates approved by the Executive Producer/Editor in writing at least 6 weeks in advance. The Executive Producer/Editor may require You to take holiday on particular days. Holiday pay will be paid at the time the holiday is taken. At the end of the Term, You will be paid in lieu of any holiday accrued in the current holiday year but not taken, or You will be required to repay BBCSPL for any holiday taken in excess of Your accrued entitlement.

## **7. Expenses**

7.1 In some circumstances and in accordance with the current BBCSPL Expenses Policy, any expenses incurred by you which are solely attributable to the Contribution(s) you have delivered under this Contract may be payable in addition to Fees. This must be in line with the BBCSPL expenses policy and approved by the

Executive Producer or Editor of the Programme(s) (or their nominees) in advance.

7.2 It might be appropriate for you to receive an advance, on these occasions you must provide BBCSPL with evidence that those expenses have been incurred in line with BBCSPL expenses policy and failure to do so, will entitle BBCSPL to deduct the amount of such advances from your Fee or any other payments due under this Contract.

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

8.1 Fees may be subject to the following deductions:

- (a) deductions in respect of income tax and employee's national insurance contributions required by law or BBCSPL reasonably believes it is legally required to make taking account of published HMRC guidance
- (b) any amounts, which are not otherwise in dispute, owing to BBCSPL from You or under an agreement to provide Your services to BBCSPL, whether connected with this Contract or otherwise [footnote/explanatory notes] and
- (c) any deductions required by law to be deducted by BBCSPL.

8.2 Where BBCSPL proposes to make any deductions pursuant to this clause, BBCSPL will, so far as is practicable, inform You in advance and provide You with a reasonable opportunity to challenge any proposed deduction before it is made, and shall consider such challenge in good faith before making any decision. If BBCSPL makes any deduction that is subsequently found to be incorrect or unnecessary, BBCSPL will pay to You an amount equivalent to such deduction in full as a debt, together with interest at the applicable late payment interest rate for UK income tax from the date on which the deduction was made until the date of payment

8.3 Where You notify BBCSPL of an agency as representing You, You hereby authorise BBCSPL to pay all monies due under this Contract to that agency and BBCSPL will have no further liability to You in respect of any monies so paid.

## **9. Rights**

9.1 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 for the full period of copyright in perpetuity.

9.2 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.

**10. Term**

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

10.2 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.

10.3 For the avoidance of doubt, the obligations under clauses 8 Income Tax and National Insurance Contributions, 23 Indemnity, 21 Confidential Information, 24 (No Assignment), 26 (Third Party Rights), 31 Data Protection, 35 (Governing Law) extend beyond the Term.

**11. Additional clauses for longer-term Bookings**

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

*Availability*

11.1 You will provide at least 8 weeks’ notice of any dates and times when You will not be available to provide the Contribution, and 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.

11.2 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; an indicative pattern will be included in the Additional Contractual Information in the Booking Documentation and will include a production base from which Your Contribution will be most frequently provided.

11.3 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).

11.4 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*

11.5 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;
- (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*

11.6 Notwithstanding the provisions of clause 13 (*Editorial Standards, Broadcast Regulation, Conflict of Interest*)

- (a) “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
- (b) 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*

11.7 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 13 (*Editorial Standards*).

*Suspension*

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

- (a) behaved in a manner which is or may be perceived to be contrary to clause 13 (Editorial standards, broadcast regulation and conflicts of interest or clause 14 (Expected behaviour) and/or could bring BBCSPL or the applicable commissioning broadcaster into disrepute; or
- (b) committed a material breach of this Contract.

11.9 In such circumstances:

- (a) suspension will take effect immediately by BBCSPL giving written notice to You;
- (b) BBCSPL may at its absolute discretion reduce the Fee by an amount proportionate to the suspension period;
- (c) 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;
- (d) 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;
- (e) BBCSPL will have the right during or by the end of the suspension period to terminate this Contract;
- (f) BBCSPL may at its absolute discretion end the suspension early by giving You 2 weeks' written notice;
- (g) 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;
- (h) 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 22 (Termination).

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

- (a) all rights hereby granted and/or assigned to BBCSPL will remain vested in BBCSPL;
- (b) the obligations of clause 21 (Confidential information) and 23 (Indemnity) shall continue to apply;
- (c) any unpaid Fee for any part of the Contribution provided before the suspension will remain payable;
- (d) any suspension shall not extend the Contract Term

## **12. Editorial control**

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

12.2 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.

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

**13. Editorial standards, broadcast regulation, conflicts of interest**

13.1 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**”), BBCSPL produces in accordance with the Ofcom Code, 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).

13.2 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.

13.3 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 or the applicable commissioning broadcaster or its content into disrepute.

13.4 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.

13.5 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.

13.6 This clause 13 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.

**14. Expected Behaviour**

14.1 During Your engagement, You shall comply with the BBC Code of Conduct and the BBC Values which have been adopted by BBCSPL. 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.

**15. Health**

15.1 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.

15.2 You agree to return (within 7 days) any form of declaration of health submitted to You by BBC SPL for completion.

15.3 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.

**16. Equipment/insurance**

16.1 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.

16.2 Details of applicable BBCSPL Insurance arrangements available to You whilst working for BBCSPL under this Contract is available [here](#) on the BBC Freelancer Portal on the BBC's website.

16.3 You will procure such insurance cover You deem necessary for Your own needs (including any personal needs and the needs of Your dependants). You will be responsible for the care, control, security, insurance and maintenance of any equipment and materials provided by You (or any person connected with You) to perform Your Contribution.

**17. Pension**

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. Employment Status**

18.1 This is a contract to perform your Contribution personally. Nothing in this Contract will render You an employee of BBCSPL and You will not hold Yourself out as such. It is intended that You are a “worker” under section 230(3)(b) of the Employment Rights Act 1996. It is also intended that you are a “worker” for the purposes of the Working Time Regulations 1998 and the National Minimum Wage Act 1998. For the purposes of s.83(2) of the Equality Act 2010, You have entered into a contract personally to do work.

18.2 BBCSPL is not liable for any statutory employment payments such as (without limitation) redundancy pay howsoever arising. You are entitled to certain statutory payments payable to workers.

18.3 You are solely responsible for Your own financial planning and tax advice and BBCSPL accepts no liability in this respect. The offer of this Contract 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.

**19. Sickness Absence** 19.1 If You are unable to work the dates agreed, You must notify the Executive Producer/Editor of the reason for Your absence as soon as possible.

19.2 If You satisfy the qualifying conditions laid down by law, You will be entitled to receive statutory sick pay (SSP) at the prevailing rate in respect of any period of sickness absence during Your engagement, but You will not be entitled to any other payments from BBCSPL during such period.

**20. Criminal Record Checks** 20.1 You agree to submit to a DBS check/PVG scheme membership where BBCSPL considers it appropriate.

**21. Confidential information** 21.1 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 will not include information which is or later comes into the public domain otherwise than through an act or omission by You. Nothing in this clause prevents You from making a relevant pay disclosure under the Equality Act 2010.

21.2 Nothing in this clause prevents You from:

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

**22. Termination** 22.1 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:
  - I. (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
  - II. the breach is not capable of remedy; or
  - III. 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 15 (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.

22.2 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 9 (Rights) in relation to any Contribution made prior to the date of termination.

**23. Indemnity**

23.1 You will at all times keep BBCSPL and the applicable commissioning 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.

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

**24. No assignment**

24.1 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.

**25. Further assurance**

25.1 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 BBCSPL under this Contract and for the protection and enforcement of the same and otherwise to give full effect to the terms of the Contract.

**26. Third parties**

26.1 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.

**27. Severability**

27.1 The unenforceability of any particular provision of this Contract will not affect the binding nature of the rest of the Contract.

**28. No waiver**

28.1 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.

**29. Limitation of liability**

29.1 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.

29.2 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, BBC SPL

### 30. Right to Work

30.1 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.

### 31. Data Protection

#### 31.1 Your privacy:

BBCSPL is responsible for handling personal data you provide, including your 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 contract with BBCSPL and fulfilling BBCSPL's legal obligations. You may also provide special category or criminal offence data which may be used for the purposes of journalism, arts and literature or otherwise where the law allows. For more information about how BBCSPL uses your personal data and your rights, visit [BBC Studios contributors privacy notice](#)

#### 31.2 Handling personal data:

“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

31.3 References to the terms “**controller**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**processing**” and “**processor**” shall have the meanings given to them in Data Protection Law.

31.4 You and BBCSPL acknowledge that for the purposes of Data Protection Law and Your Booking, BBCSPL is the controller and You are the processor.

31.5 You shall, in relation to any personal data (including personal data relating to BBCSPL’s employees, suppliers, audiences or other third parties (“**BBC Personal Data**”)):

- a) process BBCSPL Personal Data in accordance with instructions of BBCSPL;
- b) ensure that all persons authorised to process BBCSPL Personal Data, including You, are subject to a duty of confidentiality;
- c) ensure BBCSPL Personal Data is processed securely at all times, taking into account the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals;
- d) comply with all [BBC Third Party Information Security Requirements](#), which have been adopted by BBCSPL, as may

- be amended from time to time at BBCSPL's sole discretion;
- e) not engage another Processor to undertake specified processing.
  - f) assist BBCSPL to: (1) respond to any request by a data subject; (2) deal with a personal data breach in accordance with BBCSPL's obligations under Data Protection Law; and (3) comply with any obligations imposed on BBCSPL by Data Protection Law including to conduct a data protection impact assessment;
  - g) notify BBCSPL immediately and, in any event, no later than 24 hours from the time that You become aware of or reasonably believe that a personal data breach has occurred in relation to BBCSPL Personal Data.
  - h) at the written request of BBCSPL, delete or return BBCSPL Personal Data (and any copies of the same) to BBCSPL at the end of Your engagement.
  - i) maintain complete and accurate records and information to demonstrate compliance with this clause and allow for audits by BBCSPL or BBCSPL's designated auditor; and
  - j) notify BBCSPL immediately if You reasonably believe that any of Your instructions from BBCSPL infringe Data Protection Law.

31.6 You will not:

- (a) disclose any BBCSPL Personal Data to anybody not authorised by law or by BBCSPL policy to have access to that information; and
- (b) except as permitted by this Contract, use BBCSPL Personal Data for any other purposes, including marketing purposes.

31.7 For the avoidance of doubt, You and BBCSPL are not joint controllers and Article 26 of the GDPR/UK GDPR shall not apply.

## **32 Interpretation**

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

32.2 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.

- 33 Entire Agreement** 33.1 This Contract shall 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.
- 33.2 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.
- 34 Invitation to complete Diamond diversity monitoring form** 34.1 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.
- 35 Governing law** 35.1 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.

Explanatory notes

[1] Note to contributor: It is BBCSPL's statutory obligation to make the assessment of employment status for tax. BBCSPL could be penalised if it does not follow HMRC guidance.

[2] Note to contributor: There have been circumstances in the past where a contributor has been overpaid e.g. because of a BBCSPL error or because the contributor has failed to provide all contracted services, this clause enables the contributor to return the money for the licence fee payer very easily as the clause permits BBCSPL the option of deducting it from fees payable under this contract.

[3] Note to contributor: It is market standard to have indemnities for income tax and national insurance contributions properly attributable to the individual concerned. The economic liability for paying tax and national insurance remains with the contributor even where it is the engager, in this case BBCSPL, that is legally obliged to make deductions and account to HMRC in respect of the same.

**B B C STUDIOS**